



Arlena Dominick
American Acquisition Group, LLC
825 S. Osprey Ave., #305
Sarasota, FL 34236
941-894-8948
arlenadominick@comcast.net

June 18, 2019

AGSC File No.: 29406
Project Name: City of North Port-Utilities Adm Bldg Site
Project No.: 048068

PROPERTY INFORMATION REPORT

Pursuant to your request, we have made a search of the Official Records of Sarasota County, Florida, through May 31, 2019 at 8:00 a.m., pertaining to that real property which is more particularly described as follows:

Tract J of Talon Bay Unit One, according to the map or plat thereof as recorded in Plat Book 44, Page 18, of the Public Records of Sarasota County, Florida.

1. Owner (s) of record: Ariana R. Fileman, as Successor Trustee of the North Port Development Trust, under Trust Agreement dated July 11, 1997

By: Special Warranty Deed corporation	From: General Development Utilities, Inc., a Florida
To: James E. Moore, III, as Trustee of the North Port Development Trust, under Trust Agreement dated July 11, 1997	
Dated: July 10, 1997	Filed and Recorded: July 14, 1997
In Official Records	Book No.: 2991 Page: 1431
State Documentary Stamps:	\$5,546.80
Federal Documentary Stamps (or Surtax):	N/A
(contains additional property)	

Note: Trust Certificate Affidavit as to successor trustee recorded in Official Records Instrument No. 2009122539.

2. Based on a Fifty-Year ownership search and a Twenty-Year judgment search of the public records, we have found the above described property to be subject to the following liens, encumbrances and other matters of public record:

Grant of Perpetual Pedestrian and Vehicular Access Easement in favor of Dale A. Gavin and Nancy M. Gavin, husband and wife, dated October 12, 1995 and recorded October 19, 1995 in Official Records Book 2785, Page 1848.

Grant of Perpetual Pedestrian and Vehicular Access Easement in favor of Southwest Florida Water Management District and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, dated October 13, 1995 and recorded October 19, 1995 in Official Records Book 2785, Page 1860.

Matters as set forth on the Plat of Talon Bay Unit One as recorded in Plat Book 44, Page 18.

FOR INFORMATION ONLY: Community Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay, dated May 19, 2004 and recorded May 26, 2004 in Official Records Instrument No. 200410250; Articles of Incorporation recorded June 17, 2004 in Official Records 2004117636; By-Laws recorded in Official Records Instrument No. 2004117637; First Supplemental recorded March 6, 2006 in Official Records Instrument No. 200604189; Second Amendment recorded June 19, 2006 in Official Records Instrument No. 2006112111; Certificate of Amendment to the By-Laws recorded August 26, 2009 in Official Records Instrument No. 2009105899; Certificate of Amendment recorded August 26, 2009 in Official Records Instrument No. 2009105949; Certificate of Amendment recorded July 5, 2013 in Official Records Instrument No. 2013093924; Certificate of Amendment recorded November 30, 2017 in Official Records instrument No. 2017147233. **Note: These items pertain to Talon Bay Unit One, but specifically less subject property out of affected area.**

FOR INFORMATION ONLY: Declaration of Covenants, Restrictions and Easements for Fidelity Homes of Talon Bay, dated May 19, 2004 and recorded May 26, 2004 in Official Records Instrument No. 200410251; Amendment recorded in Official Records Instrument No. 2006050197. **Note: These items pertain to Talon Bay Unit One, but specifically less subject property out of affected area.**

3. Reservations as may have been issued by the Trustees of the Internal Improvement Trust Fund:

None

4. Taxes:

Account / Parcel ID No.: 0791080007

Taxes for 2018 are due in the amount of \$3,771.42 if paid by June 30, 2019.

Current assessment: \$174,741.00

Homestead exemption was not filed in 2018.

Delinquent Taxes: Certificate No. 2945 for the year 2018

Owner Address:

110 Sullivan St., #111

Punta Gorda, FL 33950

Certification:

AS TO THE ORIGINAL SEARCH REPORT:

The undersigned hereby certifies that the foregoing PROPERTY INFORMATION REPORT reflects a comprehensive search of the Public Records of Sarasota County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting the lands.

American Government Services Corporation assumes no responsibility for any defects or omissions in or from the instruments appearing in the chain of title to the property described herein, which defects or omissions would render such instruments void.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

COUNTERSIGNED: 
AMERICAN GOVERNMENT SERVICES CORPORATION
3812 W. LINEBAUGH AVENUE
TAMPA, FL 33618
813-933-3322

Sarasota County Tax Collector

generated on 6/18/2019 8:03:28 AM EDT

Tax Record

Last Update: 6/18/2019 8:03:29 AM EDT

Register for eBill

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Type Tax	Tax Year			
0791080007	REAL ESTATE	2018			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Mailing Address FILEMAN ARIANA R (TTEE) (NORTH PORT DEVELOPMENT TR) 110 SULLIVAN ST #111 PUNTA GORDA FL 33950-3660</td> <td style="width: 50%; border: none;">Property Address TALON BAY DR 005 Old Account Number 0791-08-0007</td> </tr> </table>			Mailing Address FILEMAN ARIANA R (TTEE) (NORTH PORT DEVELOPMENT TR) 110 SULLIVAN ST #111 PUNTA GORDA FL 33950-3660	Property Address TALON BAY DR 005 Old Account Number 0791-08-0007	
Mailing Address FILEMAN ARIANA R (TTEE) (NORTH PORT DEVELOPMENT TR) 110 SULLIVAN ST #111 PUNTA GORDA FL 33950-3660	Property Address TALON BAY DR 005 Old Account Number 0791-08-0007				
Base Exempt Amount	Taxable Value				
see below	see below				
Exemption Detail	Millage Code	Escrow Code			
NO EXEMPTIONS	0500				
Legal Description TALON BAY DR TRACT J, CONTAINING 18.26 AC M/L, TALON BAY UNIT 1					
Ad Valorem Taxes					
Taxing Authority	Rate	Assessed Exemption Value	Amount	Taxable Value	Taxes Levied
Sarasota Co. General Revenue	3.2140	174,741	0	\$174,741	\$561.62
Bonds-Debt Service	0.1222	174,741	0	\$174,741	\$21.35
Mosquito Control	0.0550	174,741	0	\$174,741	\$9.61
Sarasota Memorial Hospital	1.0420	174,741	0	\$174,741	\$182.08
SW FL Water Management Dist.	0.2955	174,741	0	\$174,741	\$51.64
West Coast Inland Navigation	0.0394	174,741	0	\$174,741	\$6.88
Sarasota School Board					
School District Fund	5.5030	213,000	0	\$213,000	\$1,172.14
School Capital Impr	1.5000	213,000	0	\$213,000	\$319.50
City of North Port	3.4070	174,741	0	\$174,741	\$595.34
Total Millage		15.1781	Total Taxes		\$2,920.16
Non-Ad Valorem Assessments					
Code	Levying Authority				Amount
F093	North Port Fire & Rescue				\$235.77
R097	North Port Road & Drainage				\$56.11
R197	North Port R&D Capital Improve				\$46.00
Total Assessments					\$337.88
Taxes & Assessments					\$3,258.04

Date Paid	Transaction	Receipt	Item	Amount Paid
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Prior Year Taxes Due					
Year	Folio	Status	Cert.	Cert. Yr.	Amount
2018	213335		2945	2019	\$3,771.42
Prior Years Total					\$3,771.42
If Paid By			Prior Years Due		
6/30/2019			\$3,771.42		

Unpaid amounts due may increase at any time if a County-Held Tax Certificate is purchased or a Tax Deed Application is made.

Pay Now



Bill Furst
SARASOTA COUNTY
PROPERTY APPRAISER

Property Record Information for 0791080007

Ownership:

FILEMAN ARIANA R (TTEE)
 (NORTH PORT DEVELOPMENT TR)
 110 SULLIVAN ST UNIT 111, PUNTA GORDA, FL, 33950-3660

Situs Address:

TALON BAY DR NORTH PORT, FL, 34287

Land Area: 795,405 Sq.Ft.

Municipality: City of North Port

Subdivision: 2935 - TALON BAY UNIT 1

Property Use: 9900 - Acreage Not Ag

Status: OPEN

Sec/Twp/Rge: 36-39S-20E

Census: 121150027232

Zoning: PCDN - PLANNED COMMUNITY DEVELOPMENT

Total Living Units: 0

Parcel Description: TRACT J, CONTAINING 18.26 AC M/L, TALON BAY UNIT 1

Buildings

Vacant Land

Extra Features

There are no extra features associated with this parcel

Values

<u>Year</u>	<u>Land</u>	<u>Building</u>	<u>Extra Feature</u>	<u>Just</u>	<u>Assessed</u>	<u>Exemptions</u>	<u>Taxable</u>	<u>Cap</u>
2018	\$213,000	\$0	\$0	\$213,000	\$174,741	\$0	\$174,741	\$38,259
2017	\$213,000	\$0	\$0	\$213,000	\$158,855	\$0	\$158,855	\$54,145
2016	\$213,000	\$0	\$0	\$213,000	\$144,414	\$0	\$144,414	\$68,586
2015	\$197,200	\$0	\$0	\$197,200	\$131,285	\$0	\$131,285	\$65,915
2014	\$197,200	\$0	\$0	\$197,200	\$119,350	\$0	\$119,350	\$77,850
2013	\$108,500	\$0	\$0	\$108,500	\$108,500	\$0	\$108,500	\$0
2012	\$138,000	\$0	\$0	\$138,000	\$138,000	\$0	\$138,000	\$0
2011	\$138,000	\$0	\$0	\$138,000	\$138,000	\$0	\$138,000	\$0
2010	\$156,700	\$0	\$0	\$156,700	\$156,700	\$0	\$156,700	\$0
2009	\$210,000	\$0	\$0	\$210,000	\$210,000	\$0	\$210,000	\$0

Current Exemptions

There are no exemptions associated with this parcel

Sales & Transfers

<u>Transfer Date</u>	<u>Recorded Consideration</u>	<u>Instrument Number</u>	<u>Qualification Code</u>	<u>Grantor/Seller</u>	<u>Instrument Type</u>
10/2/2009	\$100	2009122539	11	MOORE III TTEE, JAMES E	OT
7/10/1997	\$792,400	2991/1431	15	GENERAL DEVELOP UTILITIES INC	WD

Associated Tangible Accounts

There are no associated tangible accounts for this parcel

Property record information last updated on: 6/2/2019

FEMA Flood Zone (Data provided by Sarasota County Government as of 6/3/2019)

<u>FIRM Panel</u>	<u>Floodway</u>	<u>SFHA</u>	<u>Flood Zone **</u>	<u>Community</u>	<u>Base Flood Elevation (ft)</u>	<u>CFHA *</u>
0370F	OUT	OUT	X	120279		OUT
0370F	OUT	IN	AE	120279	7	OUT

* If your property is in a SFHA or CFHA, use the map to determine if the building footprint is within the flood area.

** For more information on flood and flood related issues specific to this property, call (941) 240-8050

For general questions regarding the flood map, call (941) 861-5000.

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15.00 Rec
5,546.80 Doc

970803-19

OFFICIAL RECORDS
BOOK 2991
PAGE 1431

RECORDERS MEMO: This instrument is being printed for reproductive purposes and may be unsatisfactory in this document when received

This Instrument prepared by:
Brian E. Bomstein, Esq.
Atlantic Gulf Communities Corporation
2601 South Bayshore Drive
Miami, Florida 33133

Receipt #: 000000510534-02
Doc Stamp-Deed : 5546.80
Karen E. Rushing, Sarasota Co
By: Karen E. Rushing D.C.

Grantee's Tax Identification No. _____
Parcel Identification No. 791090003

WC/80 P1

SPECIAL WARRANTY DEED TO TRUSTEE

THIS SPECIAL WARRANTY DEED (the "Deed"), made and entered this 10th day of July 1997, by GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, and having its principal place of business at 2601 South Bayshore Drive, Miami, Florida 33133-5461, hereinafter called the "Grantor", to JAMES E. MOORE, III, AS TRUSTEE OF THE NORTH PORT DEVELOPMENT TRUST, UNDER TRUST AGREEMENT DATED JULY 11, 1997, whose address is 1625 W. Marion Avenue, Punta Gorda, Florida 33950, hereinafter called the "Grantee".

(Whoever uses the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Sarasota County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property");

This Deed is executed subject to the following:

- (a) ad valorem real estate taxes and special assessments for the year 1997 and subsequent years;
- (b) all laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations;
- (c) restrictions, reservations, easements, covenants, agreements, limitations and other matters appearing of record;
- (d) that certain Grant of Perpetual Pedestrian and Vehicular Access Easement (Myakka Shores) recorded in Official Records Book 2785, at Page 1860 in the Public Records of Sarasota County, Florida; and
- (e) that certain Easement Agreement recorded in Official Records Book 2904, at Page 1408 in the Public Records of Sarasota County, Florida.

TO HAVE AND TO HOLD the Property in fee simple with the appurtenances upon the trusts and for the uses and purposes herein and in the Trust Agreement.

Full power and authority is hereby granted to the Grantee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of the Property or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof; and to resubdivide the Property as often as desired; to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Grantee; to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property, or any part thereof; to lease the Property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the present or future, and upon any terms and for any periods of time; to partition or to exchange the Property, or any part thereof, for other real or personal property; to submit the Property to condominium; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about an easement appurtenant to the premises or any part thereof; and to deal with the Property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter; provided, however, that unless any mortgage encumbering the Property (the "Mortgage") has been satisfied or Grantor/mortgagee under the Mortgage has consented in writing thereto, Grantee's exercise of any of the foregoing powers hereby granted shall not be in violation of the terms of the Mortgage or the note the Mortgage secures.

In addition to the foregoing, and not in lieu thereof, it is the intent of this Deed to comply with the provisions of Section 689.071, Florida Statutes, (1994), and to vest in Grantee full power and rights as Grantee of the Property as authorized and contemplated by Section 689.071(1), Florida Statutes, as from time to time in effect.

No party dealing with the Grantee in relation to this Deed or to the Property, in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property, or any part thereof or any interest therein, shall be conveyed, encumbered, leased or contracted to be sold by the Grantee, shall be obligated (a) to see the application of any purchase money, rent or money borrowed or advanced with respect to the Property, or (b) to see that the terms of the Trust Agreement have been complied with, or (c) to inquire into the authority, necessity or expediency of any act of the Grantee, or (d) be privileged to inquire into any of the terms of the Trust Agreement.

Every deed, mortgage, lease or other instrument executed by the Grantee in relation to the Property shall be conclusive evidence, in favor of every person claiming any right, title or interest thereunder that: (a) at the time of

7-11-97 439
P. H. S. B. M.

N.A. Subj

delivery thereof the trust created under the Trust Agreement was in full force and effect; (b) such instrument was executed in accordance with the terms and conditions of the Trust Agreement and all amendments thereof, if any, and is binding upon the beneficiaries thereunder; (c) the Grantee was thereunder duly authorized and empowered to execute and deliver every such instrument; (d) if a conveyance of the Property has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, her, his or their predecessor in trust.

It is expressly understood and agreed between the parties and all heirs successors and assigns that this Special Warranty Deed is entered into by Grantee, not personally, but as Trustee under the Trust Agreement in exercise of authority conferred upon such Trustee therein. No personal liability or responsibility is assumed by or shall be enforceable against the Grantee, either express or implied, and any and all claim for liability, if any, arising with respect to ownership of the Property shall be solely enforceable and/or recoverable against the Property.

The interest of the beneficiaries and of all persons claiming under them shall be only in the rents, avails and proceeds arising from the sale or other disposition of the Property and such interest is hereby declared to be personal property, and the Beneficiaries shall not have any title or interest, legal or equitable, in or to the Property as such, but shall have only an interest in the rents, avails and proceeds of the Property as aforesaid.

And the Grantor by this Deed hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by and through the Grantor. "Grantor," "Grantee," "Trustee," and "Beneficiaries" are used for singular and plural, as context requires.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of

Brian E. Bomstein

Hannah Wilson
Hannah Wilson

GENERAL DEVELOPMENT UTILITIES, INC.,
a Florida corporation

By: *Joel K. Goldman*
Joel K. Goldman, Vice President

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF DADE)ss.

The foregoing instrument was acknowledged before me this 10th day of July 1997, by Joel K. Goldman, Vice President of Atlantic Gulf Communities Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.

My commission expires:

Hannah L. Wilson
Notary Public

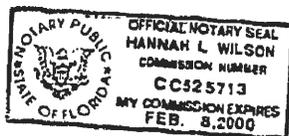


EXHIBIT "A"

.. OFFICIAL RECORDS ..
BOOK 2991 PAGE 1433

Parcel 1

Begin at a point on the East boundary of Section 36, Township 39 South, Range 20 East, Sarasola County, Florida, which is 830.34 feet North from the Southeast corner of said Section 36; thence North $88^{\circ}12'50''$ West, parallel with the South boundary of said Section 36, 1,803.18 feet; thence North $02^{\circ}47'49''$ West, 3,401.78 feet (North $02^{\circ}43'33''$ West, 3,404.69 feet record); thence South $86^{\circ}02'15''$ East (South $86^{\circ}01'33''$ East record) 400.00 feet; thence North $02^{\circ}47'49''$ West (North $02^{\circ}43'33''$ West record) 600.00 feet to the South Right-of-Way of State Road No. 45, whose width is 200 feet; thence South $86^{\circ}02'15''$ East (South $86^{\circ}01'33''$ East record) along said Right-of-Way 1,318.56 feet; thence South $00^{\circ}15'29''$ East (South $00^{\circ}11'16''$ East record) 620.00 feet; thence South $86^{\circ}02'15''$ East (South $86^{\circ}01'33''$ East record) 266.14 feet to the intersection with the East boundary of said Section 36; thence South $00^{\circ}15'29''$ East along said East boundary 3,296.09 feet (South $00^{\circ}11'16''$ East 3,298.84 feet record) to the Point of Beginning.

RECORDED IN OFFICIAL
RECORDS
97 JUL 14 PM 2:40
CLERK OF DISTRICT COURT
TALLAHASSEE, FL

\$ 61.00 RECORDING

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009122539 7 PGS
2009 OCT 05 05:01 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CEAGLETO Receipt#1208567

This Instrument prepared by:
Ariana R. Fileman, Esq.
Fileman Law Firm, P.A.
110 Sullivan Street, Suite 111
Punta Gorda, FL 33950

TRUST CERTIFICATION AFFIDAVIT



STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

BEFORE ME, the undersigned authority, after having been duly sworn, personally appeared ARIANA R. FILEMAN, hereinafter referred to as the Affiant herein, who deposes and states as follows:

1. That Affiant is the current trustee of the NORTH PORT DEVELOPMENT TRUST under Trust Agreement dated July 11, 1997, as amended September 24, 2009, collectively hereinafter referred to as the "Trust."
2. The Trust exists and the sole remaining settlor of the Trust is Steven F. Barnhardt.
3. That Affiant resides at 340 Wabash Terrace, Port Charlotte, Charlotte County, Florida, and that the subject property is not Affiant's nor any member of Affiant's immediate family's homestead, nor contiguous thereto.
4. Affiant certifies that this Certification of Trust pertains to the Trust property located in Sarasota County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

5. That Affiant is the current acting trustee and resides at the above address.
6. The Trust is revocable, and the following person has the power to revoke the Trust: Steven F. Barnhardt.
7. List all co-trustees below and authority to sign or otherwise authenticate and whether all or less than all are required in order to exercise the powers of the trustee: None.
8. Title to the property is currently shown in the last deed of record as: James E. Moore III, as Trustee of the North Port Development Trust under Trust Agreement dated July 11, 1997 pursuant to deeds recorded in O.R. Book 2991, Page 1428 and in O.R. Book 2991, Page 1431, all of the Public Records of Sarasota County, Florida.
9. The appointment of Ariana R. Fileman, as Successor Trustee of the Trust was executed in accordance with Section 14 of the Trust Agreement, and a copy of the pertinent excerpts of the Trust Agreement are attached hereto as Exhibit "B". All prerequisites and requirements for the

appointment of Ariana R. Fileman, as Successor Trustee of the Trust have been met. Ariana R. Fileman, as Successor Trustee of the Trust, has the same power and authority as the predecessor Trustee.

10. James E. Moore III has no beneficial interest in the Trust.

11. The Trust has not been revoked, modified or amended causing the representations in this Certification to be incorrect.

Affiant further states that Affiant is familiar with the nature of an oath, and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature.

Affiant:



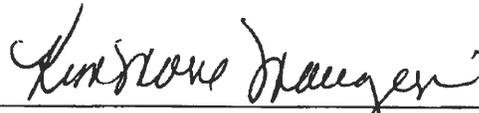
Ariana R. Fileman

STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

SWORN TO AND SUBSCRIBED before me this 2nd day of October, 2009, by ARIANA R. FILEMAN, who is personally known to me or who had produced _____ as identification.



KIM MARIE MAUGERI
MY COMMISSION # DD 864841
EXPIRES: March 6, 2013
Bonded Thru Budget Notary Services



NOTARY PUBLIC-STATE OF FLORIDA

Print Name: KIM MARIE MAUGERI

My Commission Expires: _____

Parcel 1

* Begin at a point on the East boundary of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida, which is 830.34 feet North from the Southeast corner of said Section 36; thence North $88^{\circ}12'50''$ West, parallel with the South boundary of said Section 36, 1,803.18 feet; thence North $02^{\circ}47'49''$ West, 3,401.78 feet (North $02^{\circ}43'33''$ West, 3,404.69 feet record); thence South $86^{\circ}02'15''$ East (South $86^{\circ}01'33''$ East record) 400.00 feet; thence North $02^{\circ}47'49''$ West (North $02^{\circ}43'33''$ West record) 600.00 feet to the South Right-of-Way of State Road No. 45, whose width is 200 feet; thence South $86^{\circ}02'15''$ East (South $86^{\circ}01'33''$ East record) along said Right-of-Way 1,318.56 feet; thence South $00^{\circ}15'29''$ East (South $00^{\circ}11'16''$ East record) 620.00 feet; thence South $86^{\circ}02'15''$ East (South $86^{\circ}01'33''$ East record) 266.14 feet to the intersection with the East boundary of said Section 36; thence South $00^{\circ}15'29''$ East along said East boundary 3,296.09 feet (South $00^{\circ}11'16''$ East 3,298.84 feet record) to the Point of Beginning.

AND

Parcel 2

Begin at the Southeast corner of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida; thence North $88^{\circ}12'50''$ West along the South boundary of said Section 36, 1,766.29 feet; thence North $02^{\circ}47'49''$ West 832.47 feet (North $02^{\circ}43'33''$ West 832.43 feet record); thence South $88^{\circ}12'50''$ East parallel with the South boundary of said Section 36, 1,803.18 feet to the intersection with the East boundary of said Section 36; thence South $00^{\circ}15'29''$ East (South $00^{\circ}11'16''$ East record) along said East boundary of Section 36, 830.34 feet to the Point of Beginning.

LESS AND EXCEPT

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING $S.00^{\circ}34'40''W.$, A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY, THENCE $N.89^{\circ}25'20''W.$, A DISTANCE OF 689.72 FEET; THENCE $N.00^{\circ}34'40''E.$, A DISTANCE OF 200.00 FEET; THENCE $N.89^{\circ}25'20''W.$, A DISTANCE OF 147.55 FEET, TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF $59^{\circ}29'55''$, A CHORD BEARING OF $N.19^{\circ}23'32''W.$ AND A CHORD LENGTH OF 436.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.92 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE $N.49^{\circ}08'30''W.$, A DISTANCE OF 962.70 FEET; THENCE $S.40^{\circ}51'30''W.$, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING OF PARCEL B-1; THENCE $S.88^{\circ}03'07''W.$, A DISTANCE OF 163.11 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., EXTENDED SOUTH, FROM WARM MINERAL SPRINGS UNIT 7B, PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY, THENCE $N.01^{\circ}56'53''W.$, ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID ORTIZ BLVD. EXTENDED, A DISTANCE OF 154.55 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 339.19 FEET, A CENTRAL ANGLE OF $07^{\circ}01'28''$, A CHORD BEARING OF $S.45^{\circ}37'46''E.$ AND A CHORD LENGTH OF 41.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 41.59 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE $S.49^{\circ}08'30''E.$, A DISTANCE OF 183.21 FEET TO THE POINT OF BEGINNING



AND LESS AND EXCEPT

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE S.00°34'40"W., ALONG THE EAST LINE OF SAID SECTION 36 AND THE WEST LINE OF SAID 13TH ADDITION; A DISTANCE OF 2738.34 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 36 AND THE SOUTHWEST CORNER OF SAID 13TH ADDITION; THENCE N.87°21'30"W., ALONG THE SOUTH LINE OF SAID SECTION 36, A DISTANCE OF 693.91 FEET; THENCE N.01°56'53"W., A DISTANCE OF 612.99 FEET; THENCE N.87°21'30"W., A DISTANCE OF 1073.48 FEET, TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD. AS PLATTED IN WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.01°56'53"W., ALONG THE SOUTHERLY EXTENSION OF SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2062.30 FEET; THENCE S.89°25'20"E., A DISTANCE OF 794.42 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE S.89°25'20"E., A DISTANCE OF 400.00 FEET; THENCE S.00°34'40"W., A DISTANCE OF 200.00 FEET; THENCE S.89°25'20"E., A DISTANCE OF 689.72 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT

DESCRIPTION OF REAL ESTATE TRACT "A-1" TALON BAY DRIVE RIGHT-OF-WAY IN PARCEL "B" OF TALON BAY UNIT ONE:

A PORTION OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 36, BEARING S.00°34'40"W., A DISTANCE OF 2695.17 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 36, WITH SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE 13TH ADDITION TO PORT CHARLOTTE SUBDIVISION, PER PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 12 AND 12A THROUGH 12F, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.89°25'20"W., A DISTANCE OF 689.72 FEET; THENCE N.00°34'40"E., A DISTANCE OF 200.00 FEET; THENCE N.89°25'20"W., A DISTANCE OF 147.55 FEET TO THE POINT OF BEGINNING; THENCE N.89°25'20"W., A DISTANCE OF 81.45 FEET; TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 61°42'04", A CHORD BEARING OF N.18°17'28"W. AND A CHORD LENGTH OF 369.22 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 387.68 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.49°08'30"W., A DISTANCE OF 1145.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 339.19 FEET, A CENTRAL ANGLE OF 07°01'28", A CHORD BEARING OF N.45°37'46"W. AND A CHORD LENGTH OF 41.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 41.59 FEET A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ORTIZ BLVD., AS PLATTED IN WARM MINERAL SPRINGS UNIT 78, PER PLAT THEREOF, RECORDED IN PLAT BOOK 9, PAGE 7, PUBLIC RECORDS OF SAID SARASOTA COUNTY; THENCE N.01°56'53"W., ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF SAID ORTIZ BLVD. EXTENDED, A DISTANCE OF 218.79 FEET TO THE SOUTHEAST CORNER OF SAID ORTIZ BLVD., EXTENDED SOUTH FROM SAID WARM MINERAL SPRINGS UNIT 78 AND TO A POINT OF CUSP OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 259.19 FEET, A CENTRAL ANGLE OF 47°11'37", A CHORD BEARING OF S.25°32'41"E. AND A CHORD LENGTH OF 207.51 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 213.49 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.49°08'30"E., A DISTANCE OF 1145.91 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 59°29'55", A CHORD BEARING OF S.19°23'32"E. AND A CHORD LENGTH OF 436.66 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 456.92 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT

A Portion of Section 36, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Point of Intersection of the South right-of-way line of the Tamiami Trail (US Highway #41), with the East right-of-way line of Ortiz Blvd., extended South from Warm Mineral Springs Unit No 78, per plat thereof recorded in plat Book 9, Page 78, Public Records of said Sarasota County; thence South $85^{\circ}12'37''$ East, "Grid Bearing" along the South right-of-way line of said Tamiami Trail, a distance of 123.44 feet, to a found FDOT iron rod right-of-way marker; thence South $85^{\circ}16'42''$ East, along said South right-of-way line to a distance of 401.56 feet to a point bearing North $85^{\circ}16'42''$ West, a distance of 599.69 feet from a found FDOT iron rod right-of-way marker; thence South $04^{\circ}43'18''$ West, a distance of 334.81 feet; thence North $85^{\circ}16'42''$ West, a distance of 485.83 feet to a point on aforesaid East right-of-way of Ortiz Blvd. Extended; thence North $01^{\circ}56'53''$ West along the East right-of-way line of Ortiz Blvd., a distance of 337.24 feet to the Point of Beginning.

shall not be considered as notice of the rights of any person hereunder derogatory to the title or powers of the Trustee.

13. Disclosure of Names of Beneficiaries. In the event of service of process on the Trustee at any time hereafter, the Trustee may in his discretion disclose to the other parties of any such proceeding the names and addresses of any or all of the Beneficiaries.

14. Death, Resignation or Legal Incapacity of a Trustee. In the event of the death, resignation, or legal disability of JAMES E. MOORE, III, as trustee hereunder, FRANS H.A. MORET, if living and under no legal disability, shall succeed James E. Moore III as successor trustee under this Trust Agreement.

In the event of death of a Trustee, the filing of a death certificate of the deceased Trustee together with an Affidavit of Acceptance by the successor trustee in the Public Records of Charlotte County, Florida shall be effective to vest title in said successor trustee.

Any Trustee may at any time, for or without cause, be removed by all of the Beneficiaries of this Trust. Notice of removal shall be in writing, signed and delivered to the trustee removed. Removal shall take effect immediately upon delivery of the written notice unless a different date is specified in the notice.

A Trustee may resign at any time by sending a notice of his intention to do so by certified mail, return receipt requested, to the successor trustee and to each of the Beneficiaries at his or her address last known to the resigning Trustee. Such resignation shall become effective ten (10) days after the mailing of such notice.

Notwithstanding a resignation, a Trustee shall continue to have a first security interest in (or a first lien on, as the case may be) the Trust Property, subordinate only to the lien of a first mortgage on the Trust Property wherein an institutional lender is the Mortgagee, for his costs, expenses and attorneys' fees, and for his reasonable compensation. Every successor or successors in trust shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its, his or their predecessor.



This Instrument prepared by:
Ariana R. Fileman
Fileman Law Firm, P.A.
110 Sullivan Street, Suite 111
Punta Gorda, FL 33950

FIRST AMENDMENT TO TRUST AGREEMENT

WHEREAS, the Trust Agreement for North Port Development Trust (the "Trust") was originally entered into as of the 11th day of July, 1997, by the Trustee, James E. Moore, III ("Moore") and by the beneficiaries named therein, for the purpose of enabling the said Trustee to hold and manage the Trust assets to be conveyed to him as therein provided; and

WHEREAS, on or about July 10, 1998, Frans H.A. Moret, Enviro Construction, Inc., and Family Recreation, Inc. each sold their 25% beneficiary interest in the Trust to the remaining beneficiary, Steven F. Barnhardt such that Steven F. Barnhardt became the sole beneficiary of the Trust; and

WHEREAS, section 19 of the Trust permits the Trust to be "altered, amended, changed, or otherwise modified in any respect, to any extent, and at any time by written notice delivered to the Trustee and signed by all of the Beneficiary."

WHEREAS, pursuant to the power to modify and amend reserved in section 19 of the Trust, Steven F. Barnhardt, as sole beneficiary of the Trust, desires to amend the Trust to provide for alternate successor trustees.

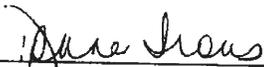
NOW THEREFORE, in consideration of the premises, the Beneficiary, hereby amends, modifies and alters the Trust as follows:

A. The first paragraph of section 14 of the Trust titled "Death, Resignation or Legal Incapacity of Trustee" is hereby amended to read, as follows:

In the event of the death, resignation, or legal disability of JAMES E. MOORE, III, as trustee hereunder, ARIANA R. FILEMAN, if living and under no legal disability, shall succeed James E. Moore III as successor trustee under this Trust Agreement. In the event of the death, resignation, or legal disability of ARIANA R. FILEMAN, as successor trustee hereunder, WILLIAM BANGLE BARNHARDT, if living and under no legal disability, shall succeed Ariana R. Fileman as successor Trustee under this Trust Agreement.

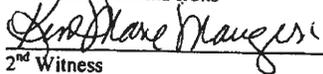
B. I hereby readopt and confirm the remaining provisions of the said Trust, and I reserve the right to further amend said Trust and this First Amendment.

IN WITNESS WHEREOF, I, Steven F. Barnhardt, the sole beneficiary of the Trust, have executed this First Amendment to Trust effective the 24th day of September, 2009.



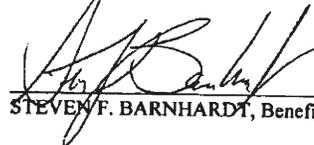
1st Witness

Print Name: Donna Irons



2nd Witness

Print Name: Kim Marie Maugeri

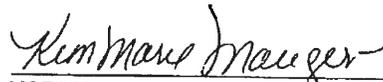


STEVEN F. BARNHARDT, Beneficiary

STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

SUBSCRIBED AND SWORN TO before me this 24th day of September, 2009, by STEVEN F. BARNHARDT, who is personally known to me.





NOTARY PUBLIC-STATE OF FLORIDA
Print Name: KIM MARIE MAUGERI
My Commission Expires: _____

Rec- 33.00
Doc. 704

Return (15)
PENINSULA STATE TITLE
18401 MURDOCK CIRCLE
PT. CHARLOTTE, FL 33948

95113883

2

This Instrument Prepared By:
C. Guy Batsel, Esq.
BATSEL, MCKINLEY, ITTERSAGEN &
GUNDERSON & BERNTSSON, P.A.
1861 Placida Road, Suite 204
Englewood, Florida 34223

OFFICIAL RECORDS **
BOOK 2795
PAGE 1848

GRANT OF PERPETUAL PEDESTRIAN AND VEHICULAR ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS that ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware Corporation, whose address is 2601 South Bayshore Drive, Miami, Florida 33133-5461, "Grantor," as the owner of that certain parcel of land located in Sarasota County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Burdened Parcel") in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and convey the following described easement over, under, across and through the following described Easement Area located within the Burdened Parcel to DALE A. GALVIN and NANCY M. GALVIN, Husband and Wife, 375 North McCall Road, Englewood, Florida 34223, hereinafter called "Grantee," and to their successors and assigns, said Grantee being the owner of the land located in Sarasota County, Florida, more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Benefitted Parcel") all for the use and benefit of the Benefitted Parcel:

A non-exclusive, perpetual access easement for ingress, egress and access purposes together with the right, but not the obligation, to maintain the same over, under, across and through those portions of the Burdened Parcel more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Easement Area").

It is further agreed as follows:

1. Grantor shall have the right to use and enjoy the surface of the Easement Area for any purposes which will not interfere with the use of the Easement Area by Grantee for any of the purposes herein granted, it being understood that no building, structure, or obstruction except for nonpaved roadways and/or walkways shall be placed within or upon the Easement Area and that there shall be no alteration of the ground surface or grade of the Easement Area without the express written consent of Grantor, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within the Easement Area, all trees, brush, undergrowth or other obstructions and to grade same so that vehicles may pass thereon.
2. The rights of Grantee may be assigned in whole or in part only to subsequent record owners of the Benefitted Parcel.
3. The Grantor, however, reserves the right and privilege to use the Easement Area and to grant additional easements, for all purposes except as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition.
4. In the event that Grantee, its invitees, employees, agents or contractors cause damage to the property of the Grantor in the exercise of the privileges granted herein, Grantee agrees to restore any property so damaged to its original condition.
5. In consideration of the Grant of Easement herein, Grantee further agrees to indemnify and hold Grantor harmless from and against any and all claims, suits, actions, costs, loss or damages and/or causes of action and from and against any orders, judgments, and/or decrees which may be entered therefrom and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, including those on appeal, which may be sustained by Grantor with respect to any person or persons, corporation, property, or chattels on or about the Easement

Doc Stamp Pd \$ 70
Intang Tax Pd \$ _____
Karen E. Rushing, Clerk of Sarasota County
By: C. Batsel
County Clerk

Area, or to the Easement Area itself, resulting from the negligence or wilful misconduct of Grantee, its invitees, employees, contractors or agents in connection with the use of the Easement Area.

6. In the event of a breach of either party's obligations hereunder, the non-breaching party shall be entitled to all remedies available to it at law or in equity, including the right to sue for specific performance and/or to seek Injunctive relief against the breaching party. In the event of any litigation arising out of the terms set forth herein, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all trial and appellate levels.

7. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between the Grantor and Grantee or its agents.

8. This Easement and all rights, privileges and obligations created herein shall run with the land described in Exhibits "A", "B" and "C" and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 12th day of October, 1995.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

Jules Deuby
Cynthia S. Bolyard

By: [Signature]
VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF CHARLOTTE

SWORN TO and subscribed before me this 12th day of October, 1995, by MARCIA H. LANELEY, Vice President of Atlantic Gulf Communities Corporation, a Delaware corporation, who is personally known to me or has produced his her _____ as identification and did not take an oath.

Cynthia Sue Bolyard
Notary Public
My Commission Expires:

12805g03



CYNTHIA SUE BOLYARD
MY COMMISSION # 00408416 EXPIRES
September 23, 1998
BONDED THRU TROY PAW INSURANCE, INC.

The following land being in Township 40 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

The West 1/2 and the West 1/2 of the Southeast 1/4 and the West 1/2 of the East 1/2 of the Southeast 1/4 and Government Lot 2 in Section 11; ~~LESS AND EXCEPT~~ the North 25 feet thereof for Public Road Right of Way as recorded in O.R.B. '68 at Pages 243 and 244 of the Public Records of Sarasota County, Florida

AND

the South 1/2 and Government Lots 1, 2 and 3 in Section 13, ~~LESS AND EXCEPT~~ the following

All lands lying Southerly of the Southwesterly edge of the Myakka River and North and East of the following described line: COMMENCING at the East 1/4 corner of said Section 13; thence S 00° 12' 34" W for 806.32 feet to the POINT OF BEGINNING; thence N 89° 58' 39" W for 1601.06 feet; thence N 44° 38' 40" W for 1814.04 feet; thence N 51° 27' 43" E for 348 feet more or less to a point on the Southerly edge of the MYAKKA RIVER, said point being the POINT OF TERMINATION of the forgoing described line.

Together with:

All lands lying Southerly of the Southeasterly edge of the Myakka River and Easterly and Northerly of the following described line: BEGINNING at the Northwest corner of said Section 13, thence S 01° 23' 39" E along the Westerly line of said Section 13 for 835.20 feet; thence S 43° 35' 33" E for 139.72 feet; thence S 71° 40' 43" E for 1005.00 feet; thence S 47° 12' 09" E for 339.18 feet; thence N 46° 47' 46" E for 345 feet more or less to a point on the Southerly edge of the MYAKKA RIVER, said point being the POINT OF TERMINATION of the forgoing described line.

AND

All of Section 14 except as follows:

All land bounded by the following described line: BEGINNING at the Northeast corner of said Section 14; thence S 01° 23' 39" E along the East line of said Section 14 for 835.20 feet; thence N 43° 35' 33" W for 169.98 feet; thence N 10° 56' 05" E for 725.00 feet to the POINT OF BEGINNING.

AND

ALL of Sections 23, 25, 26, 35 and 36.

AND

ALL of Section 24, ~~LESS AND EXCEPT~~ the following two parcels:

Being a part of the South One-Half of Section 24, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 24; thence North 00°12'43" East, along the East line of said Section a distance of 565.74 feet; thence North 86°51'46" West, along said centerline, 676.38 feet; thence North 70°39'43" West, along said centerline, 2116.35 feet to the Point of Beginning.

EXHIBIT "A"

Thence South 19°44'12" West, a distance of 146.00 feet;
thence North 73°09'50" West, a distance of 984.00 feet;
thence North 19°44'12" East, a distance of 935.00 feet;
thence South 73°09'50" East, a distance of 152.00 feet;
thence South 35°57'35" East, a distance of 1005.90 feet;
thence South 19°44'12" West, a distance of 180.00 feet to
the Point of Beginning.

Containing 15.286 Acres, more or less.

AND

A parcel of land situated in Section 24, Township 40 South,
Range 20 East, Sarasota County, Florida, being more particularly
described as follows:

Commencing at the Southeast Corner of said Section 24 run
North 56°36'20" West, 298.72 feet to the POINT OF BEGINNING
of the parcel hereinafter described; thence North 00°12'36" East,
parallel with and 250 feet westerly of the easterly line of said
Section 24 for a distance of 400 feet; thence North 86°51'46"
West, 360 feet; thence South 0°12'34" West, 400 feet; thence
South 86°51'46" East, 360 feet to the POINT OF BEGINNING.

Containing 3.31 acres, more or less.

AND

ALL of Section 22, 27 & 34; LESS AND EXCEPT as follows:

WINCHESTER BOULEVARD CORRIDOR

Being a portion of Sections 22, 27 & 34, Township 40 South,
Range 20 East, Sarasota County, Florida, more particularly
described as follows:

BEGINNING at the Southwest Corner of said Section 34; thence
North 01°54'52" East, along the West line of said Section for
5,740.66 feet to the Northwest Corner of said Section 34;
thence North 00°36'14" East, along the West line of the
Southwest Quarter of said Section 27 for 2,671.75 feet to the
West Quarter Corner of said Section; thence North 00°36'29"
East, along the West line of the Northwest Quarter of said
Section for 2,672.49 feet to the Northwest Corner of said
Section 27; thence North 00°24'36" East, along the West line
of the Southwest Quarter of said Section 22 for 2,658.95 feet
to the West Quarter Corner of said Section; thence North 00°24'
25" East, along the West line of the Northwest Quarter of said
Section for 979.16 feet to a point lying South 00°24'25" West
1,679.19 feet from the Northwest Corner of said Section 22;
thence South 89°34'22" East for 1,100.00 feet; thence South
00°25'38" West for 3,830.67 feet; thence South 17°12'54" West
for 1,907.27 feet; thence South 00°59'45" West for 4,967.53
feet; thence South 10°34'00" West for 1,713.67 feet; thence
South 01°54'52" West for 2,411.34 feet to a point on the South
line of said Section 34; thence North 89°30'42" West, along
said South line, 300.09 feet to the Point of Beginning.

Said lands containing 226.554 acres, more or less.

AND

The East 1/2 of Section 33.

All lands situate, lying and being in Sarasota County, Florida
Comprising 7,564.14 acres more or less.

EXHIBIT "A"

RECORDER'S MEMO: Legibility of writing, typing, or
printing for reproductive purpose may be unsatisfactory in
this document when received.

EXHIBIT "C"

•• OFFICIAL RECORDS ••
BOOK 2785 PAGE 1853

RECORDER'S MEMO: Legibility of writing, typing, or
printing for reproductive purposes may be unsatisfactory in
this document when received.

Being a part of the South One-Half of Section 24,
Township 40 South, Range 20 East, Sarasota County, Florida, and
being a 30 foot wide easement for ingress and egress the
centerline of which is more particularly described as follows:

Commencing at the Southeast corner of said Section 24; thence
North 00°12'43" East, along the East line of said Section, a
distance of 362.00 feet to the Point of Beginning of said
centerline:

Thence North 68°08'52" West, along said centerline, 268.90 feet;
to the Point of Terminus of said easement, the outer limits of
this easement are to be extended or foreshortened to meet the
East line of said Section 24 and the Eastern line of the above
described parcel.

Said easement sitsuate, lying and being in Sarasota County,
Florida.

CHARLOTTE ENGINEERING AND SURVEYING INC.
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
 1700 EL. JOBEAN ROAD, FORT CHARLOTTE, FLORIDA 33948 (941) 629-2552

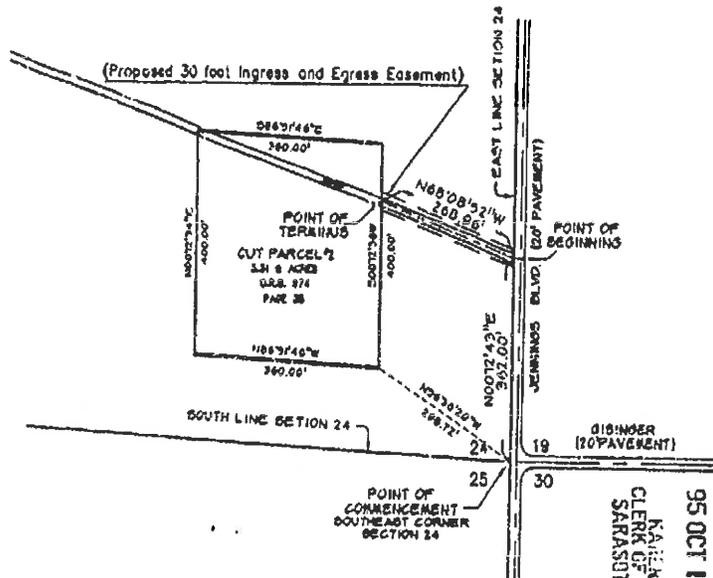
OFFICIAL RECORDS
 BOOK 2785 PAGE 1854

**SKETCH OF DESCRIPTION
 (NOT A BOUNDARY SURVEY)**

EXHIBIT "C"



SCALE: 1"=200'



RECORDERS MEMO: Legibility of writing, typing, or printing for reproductive purposes may be unsatisfactory in this document when received.

RECORDED IN OFFICIAL RECORDS

95 OCT 19 PM 4: 06
 KAREN E. RUSHING
 CLERK OF CIRCUIT COURT
 SARASOTA COUNTY, FL

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the description shown hereon, and complies with the latest Minimum Technical Standards for Land Survey as promulgated by the Florida State Board of Professional Surveyors andappers, Chapter 64017-6.006(1), F.A.C.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

9/12/99
 DATE

[Signature]
 By: DEL W. HAYNER
 Professional Land Surveyor
 No. 4055 State of Florida

Page 2 of 2

PROJECT NO.	DRAWN BY:	CHECKED BY:	DATE:	FLORIDA CODE REG. NO. 2204
8865-2	PP JR.	DWH	9/12/99	AP886-16
SHEET 1 of 2				SCALE: 1"=200'

R-OC 26.50
Dec 70

95113885

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This Instrument Prepared By:
C. Guy Batsel, Esq.
BATSEL, MCKINLEY, ITTERSAGEN &
GUNDERSON & BERNTSSON, P.A.
1861 Placida Road, Suite 204
Englewood, Florida 34223

✓ RETURN:
PENINSULA STATE TITLE
1840 1/2 MURDOCK CIRCLE
FT. CHARLOTTE, FL 33948
(13)

OFFICIAL RECORDS
BOOK 2785
PAGE 1860

GRANT OF PERPETUAL PEDESTRIAN AND VEHICULAR ACCESS EASEMENT
(MYAKKA SHORES)

KNOW ALL MEN BY THESE PRESENTS that ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the State of Florida, 2601 South Bayshore Drive, Miami, Florida 33133-5461, "Grantor," as the owner of that certain parcel of land located in Sarasota County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Burdened Parcel") in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain and convey the following described easement over, under, across and through the following described area located within the Burdened Parcel to SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, an agency of the State of Florida, having its principal place of business at 2379 Broad Street, Brooksville, Florida 34609-6899, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399, hereinafter called "Grantee," and to their successors and assigns, said Grantee being the owner of the land located in Sarasota County, Florida, more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Benefitted Parcel") and all for the use and benefit of the Benefitted Parcel:

A non-exclusive, perpetual access easement for ingress, egress and access purposes together with the right, but not the obligation, to maintain the same over, under, across and through those portions of the Burdened Parcel more particularly described on Exhibit "C" attached hereto and made a part hereof (the "Easement Area").

It is further agreed as follows:

1. The Grantor shall have the right to use and enjoy the surface of the Easement Area for any purposes which will not interfere with the use of the Easement Area by Grantee for any of the purposes herein granted, it being understood that no building, structure, or obstruction except for nonpaved roadways and/or walkways shall be placed within or upon the Easement Area and that there shall be no alteration of the ground surface or grade of the Easement Area without the express written consent of Grantor, and, to the extent that written permission has not been given, Grantee shall have the right to clear and keep cleared from within the Easement Area, all trees, brush, undergrowth or other obstructions and to grade same so that vehicles may pass thereon.
2. Notwithstanding anything in this Easement or otherwise to the contrary, Grantor, its successors and assigns may, in its sole discretion and without the consent or joinder of Grantee, their successors or assigns, move the Easement granted hereby to another portion of the Burdened Parcel if Grantor shall:
 - A. Move the Easement Area to a location which provides practical, nonpaved, vehicular access to the Benefitted Parcel;
 - B. Be responsible for the cost of design and clearing of nonpaved roadway facilities substantially similar to those existing on the date of this Easement;
 - C. Record in the public records a modification of this Easement which shall describe the location of the new Easement Area.

Receipt #: 00000308792-04
Doc Stamp-Deed \$ 9.78
Karen E. Perkins, Sarasota Co.
By: *C. Guy Batsel*

3. The rights of Grantee may be assigned in whole or in part only to subsequent record owners of the Benefitted Parcel.

4. The Grantor, however, reserves the right and privilege to use the Easement Area and to grant additional easements for all purposes except as might interfere with Grantee's use, occupation or enjoyment thereof, or as might cause a hazardous condition.

5. In the event that Grantee, its invitees, employees, agents or contractors cause damage to the Burdened Property of the Grantor in the exercise of the privileges granted herein, Grantee agrees to restore any property so damaged to its original condition.

6. In the event of a breach of either party's obligations hereunder, the non-breaching party shall be entitled to all remedies available to it at law or in equity, including the right to sue for specific performance and/or to seek injunctive relief against the breaching party. In the event of any litigation arising out of the terms set forth herein, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all trial and appellate levels.

7. This instrument contains the entire agreement of the parties. There are no other or different agreements or understandings between the Grantor and Grantee or its agents.

8. This Easement and all rights, privileges and obligations created herein shall run with the land described in Exhibits "A", "B" and "C" and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 13th day of October, 1995.

Signed, sealed and delivered in the presence of:

ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation

Walter M. D. ...

Kimberly S. Taylor

By: [Signature]
JAY C. FERTIG, SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF CHARLOTTE

SWORN TO and subscribed before me this 13th day of October, 1995, by JAY C. FERTIG, Senior Vice President of ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, who is personally known to me or has produced his _____ as identification and did not take an oath.

KIMBERLY S. TAYLOR
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 4, 1998
NOTARY PUBLIC STATE OF FLORIDA, INC.

12805g02

EXHIBIT "B"

•• OFFICIAL RECORDS ••
BOOK 2785 PAGE 1863

SWF Parcel No. 21-708-101(B) MYAKKA SHORES

A parcel of land lying in Sections 1 and 12, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows.

SECTION 1:

That portion of Section 1 lying East of the Easterly Mean High Water Line of the Myakka River.

LESS AND EXCEPT (UTILITY SITE #1)

Commence at the most Southerly Corner of Tract "E" as shown on the Plat of Port Charlotte Subdivision Section Forty-Seven as recorded in Plat Book 5, Pages 61, 61A through 61G of the Public Records of Charlotte County, Florida, thence South 00°09'08" West along the Westerly Line of the said Plat of Port Charlotte Subdivision Section Forty-Seven, for 949.80 feet to the Point of Beginning.

Thence continue South 00°09'08" West along the last described line, for 160.00 feet; thence North 89°50'52" West, for 120.00 feet; thence North 00°09'08" East, for 160.00 feet; thence South 89°50'52" East, for 120.00 feet to the Point of Beginning.

Said utility site being the same land and premises described as Parcel 8, as recorded in Official Records Book 2460 at Page 1133 of the Public Records of Sarasota County, Florida.

TOGETHER WITH

SECTION 12:

That portion of the North One-Half of Section 12 lying East of the Easterly Mean High Water Line of the Myakka River.

LESS AND EXCEPT (UTILITY SITE #2)

Parcel 1

Commence at the Southwest Corner of Lot 13, Block 2986, as shown on the Plat of Port Charlotte Subdivision Section Fifty-Five as recorded in Plat Book 5 at Page 69 of the Public Records of Charlotte County, Florida, said Southwest Corner of Lot 13 also being a point on the East line of said Section 12; thence North 00°09'08" East, along the East Line of said Section 12 and along the West boundary of said Port Charlotte Subdivision Section Fifty-Five, for 200.00 feet to the Point of Beginning.

Thence continue North 00°09'08" East, along the last described course, for 245.00 feet; thence North 89°50'52" West, for 560.00 feet; thence South 00°09'08" West for 245.00 feet; thence South 89°50'52" East, for 560.00 feet to the Point of Beginning.

Parcel 2

Beginning at the Southwest Corner of said Lot 13, Block 2986; thence North 00°09'08" East along the East Line of said Section 12 and along the West boundary of said Port Charlotte Subdivision Section Fifty-Five, for 200.00 feet; thence North 89°50'52" West, for 50.00 feet; thence South 00°09'08" West, parallel with and 50.00 feet west of, as measured at right angles, the said East Line of Section 12, for 200.00 feet; thence South 89°50'52" East, for 50.00 feet to the Point of Beginning.

Said utility site being the same land and premises described in Official Records Book 2085 at Page 1317 of the Public Records of Sarasota County, Florida.

:

FURTHER LESS AND EXCEPT FROM THE OVERALL ABOVE DESCRIBED LAND:

Those portions of Sections 1 and 12, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

SECTION 1:

All land lying South and West of the following described Line:

Beginning at the Northwest Corner of said Section 1, thence South 87°31'10" East along the North Line of said Section 1 for 292.00 feet; thence South 41°48'55" East for 959.00 feet; thence South 16°53'29" East for 158.00 feet; thence South 46°35'43" West for 195.00 feet; thence South 82°44'47" West for 492 feet, more or less, to a point on the Easterly water's edge of the Myakka River; thence South 11°57'06" West for 120.00 feet; thence South 03°13'50" West for 236.00 feet; thence South 08°14'12" East for 590.00 feet; thence South 08°31'51" West for 100.00 feet; thence South 25°12'04" West for 90.00 feet; thence South 07°37'12" East for 25.00 feet; thence South 42°05'57" East for 35.00 feet; thence South 76°11'06" East for 315.00 feet; thence South 80°49'26" East for 130.00 feet; thence South 84°12'46" East for 150.00 feet (the last ten mentioned courses being coincident with a portion of the approximate location of the Easterly water's edge of the Myakka River); thence Due East across a portion of Big Slough Canal (also known as Myakkahatchee Creek) for 440 feet, more or less, to a point on the Northerly water's edge of said Big Slough Canal; thence North 62°14'51" East for 2,375 feet, more or less, to a point on the Northerly edge of said Big Slough Canal; thence continue North 62°14'51" East for 327.00 feet; thence South 83°21'34" East for 645 feet, more or less, to a point on the said Northerly Edge of Big Slough Canal; thence South 41°42'19" East for 708.00 feet; thence South 82°52'30" West for 810.00 feet; thence South 09°32'39" East for 920.00 feet; thence South 81°17'16" West for 702.00 feet; thence North 87°52'08" West for 673.00 feet; thence South 50°18'28" West for 343.00 feet; thence South 67°35'27" West for 249.00 feet; thence South 36°47'39" East for 538.00 feet; thence South 01°14'06" West for 339.00 feet; thence South 87°37'00" West for 280.00 feet; thence North 26°08'09" West for 683.00 feet; thence South 74°10'14" West for 585.00 feet; thence North 84°14'23" West for 363.00 feet; thence South 34°53'35" West for 288.00 feet; thence South 28°02'53" East for 1,753 feet, more or less, to the Point of Termination of the foregoing described line; said point of termination also being a point on the South Line of Section 1 and bears North 84°19'26" West, and is 3,365.06 feet from the Southeast Corner of said Section 1.

SECTION 12:

All land lying West of the following described line in the North One-Half of Section 12:

Commencing at the East One-Quarter Corner of said Section 12; thence North 64°41'11" West along the South Line of the North One-Half of Section 12 for 655.00 feet to the Point of Beginning:

Thence Due North for 300.00 feet; thence North 48°44'37" West for 1,807.00 feet; thence Due North for 675.00 feet; thence North 56°12'16" West for 713.00 feet; thence North 66°35'47" West for 781.00 feet; thence North 27°26'21" West for 47 feet, more or less, to a point on the North Line of said Section 12; said point also being the Point of Termination of the foregoing described line; and bears North 84°19'26" West, and is 3,365.06 feet from the Northeast Corner of said Section 12.

Said lands situate, lying and being in Sarasota County, Florida.

Comprising 479.25 acres more or less.

EXHIBIT "C"

SURVEYOR'S DESCRIPTION - ACCESS EASEMENT:

An easement over and across a portion of Section 36, Township 39 South, Range 20 East, said Easement being a strip of land 100.00 feet wide and lying 50.00 feet on each side of the following described centerline:

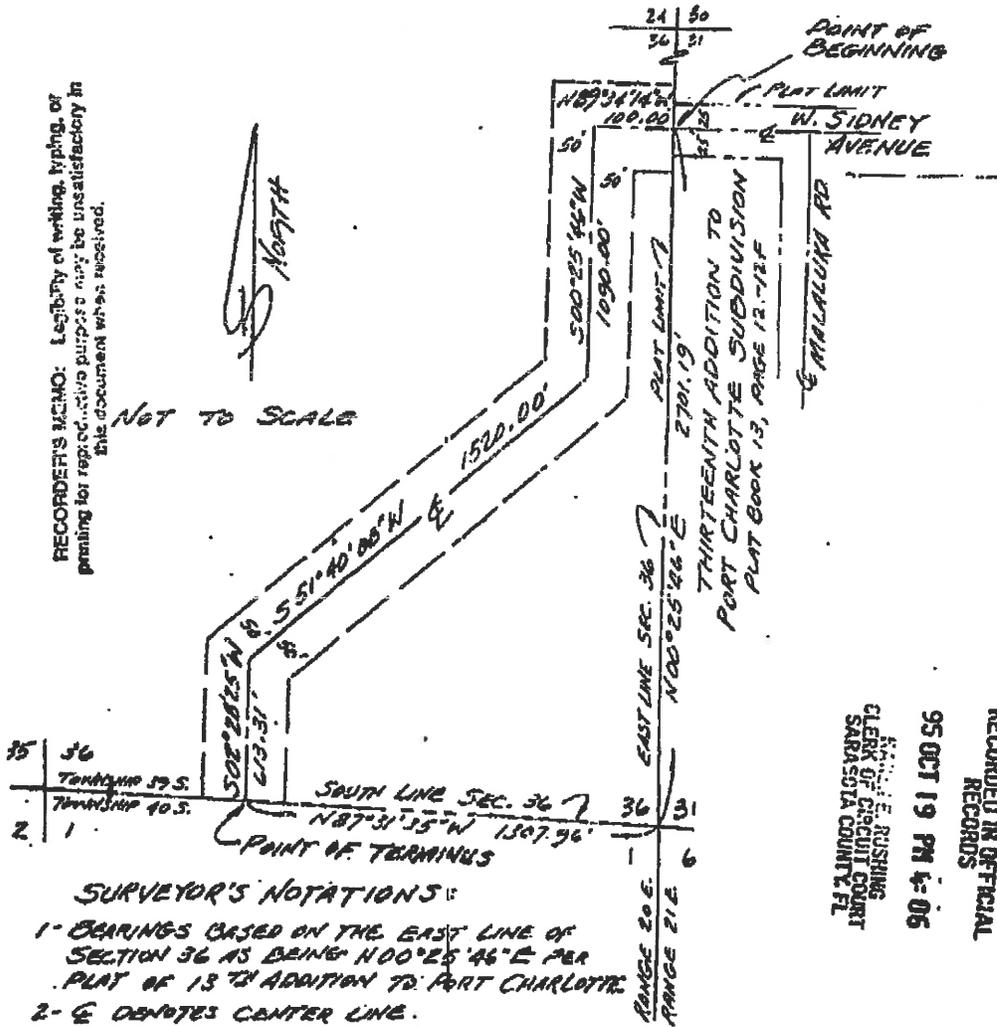
Beginning at the point of intersection of the centerline of West Sidney Avenue with the East Line of said Section 36, according to the Plat of Thirteenth Addition to Port Charlotte Subdivision, as recorded in Plat Book 13, Pages 12, 12-A thru 12-F of the Public Records of Sarasota County, Florida; thence North 89°34'14" West, a distance of 100.00 feet; thence South 00°25'46" West, a distance of 1,090.00 feet; thence South 51°40'08" West, a distance of 1,520.00 feet; thence South 02°28'25" West, a distance of 613.31 feet to the South Line of said Section 36, and the Point of Terminus of said centerline.

The sidelines of said Easement are to be prolonged or shortened to form continuous lines and to terminate at the East and South Lines of said Section 36;

Said lands situate, lying and being in the City of North Port, Sarasota County, Florida.

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purposes may be unsatisfactory in this document when received.

NOT TO SCALE



- SURVEYOR'S NOTATIONS:**
- 1- BEARINGS BASED ON THE EAST LINE OF SECTION 36 AS BEING N00°25'46" E PER PLAT OF 13TH ADDITION TO PORT CHARLOTTE.
 - 2- E DENOTES CENTER LINE.

RECORDED IN OFFICIAL RECORDS
 95 OCT 19 PM 4: 06
 ANNE E. RUSHING
 CLERK OF CIRCUIT COURT
 SARASOTA COUNTY, FL

OFFICIAL RECORDS
 BOOK 2785
 PAGE 1865

nc177

THIS INSTRUMENT PREPARED BY
Michael R. McKinley, Esquire
McKinley, Ittersagen, Gunderson & Berntsson, P.A.
18401 Murdock Circle
Port Charlotte, FL 33948

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004102050 39 PPS
2004 MAY 26 03:25 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#480196

✓ Dunlap & Heron P.A.



COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY

THIS DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY (hereinafter "Declaration") is made this 19th day of May, 2004 by Talon Bay Properties, LLC, a Florida limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the lands described in that certain subdivision plat known as Talon Bay Unit One, recorded in Plat Book 44, at Pages 18 through 18C of the Public Records of Sarasota County, Florida, and desires to create a quality community; and

WHEREAS, Developer is desirous of imposing certain protective covenants, conditions and restrictions on the lands in Talon Bay, as specifically set forth herein, and may in the future elect to subject additional lands to this Declaration and to amend this Declaration with respect to such additional lands, as well as to impose additional protective covenants, conditions and restrictions on such lands as may be necessary and appropriate to each distinct neighborhood; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the community and for the maintenance of the properties and improvements thereon and to this end desires to subject the lands contained within the above described subdivision plat, together with such additions as may hereafter be made thereto (hereinafter "the Properties"), in accordance with the provisions hereof, to the protective covenants, conditions and restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of said lands and each subsequent owner thereof; and

WHEREAS, to provide a means for meeting certain, but not all, of the purposes and intentions set forth herein, Developer has incorporated under the laws of the State of Florida, a community association, Talon Bay Property Owners Association, Inc. (hereinafter "Community Association"), a Florida not-for-profit corporation; and

WHEREAS, Developer may, in its sole discretion, from time to time convey, lease or grant a license, easement or other use right to lands within or without Talon Bay to the

Community Association and the Community Association must accept the same for the purpose of maintenance, landscaping, drainage, recreation, fire protection, mosquito control, security or other purposes that will be for the use and benefit of its members and their families, tenants and guests, as determined by Developer.

NOW THEREFORE, Developer declares that the real property within the above described subdivision plat, and such additional lands as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the limitations, covenants, restrictions, easements and liens (sometimes hereinafter "covenants and restrictions") hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be binding upon the undersigned, and on all persons gaining title through the undersigned.

NOTWITHSTANDING the above, those certain lands located within the boundaries of "Parcel B" on the subdivision plat of Talon Bay Unit One are not subject to this Declaration, nor will they be subject to this Declaration unless such joinder is evidenced in writing by North Port Development Trust or a future owner of said "Parcel B".

1. ARTICLE I - DEFINITIONS

- A. "ASSESSED VALUE" shall mean and refer to the value of a lot or unit as shown on the most recent assessment rolls prepared by the Sarasota County Property Appraiser.
- B. "ASSESSMENT" shall mean and refer to those charges made by the Community Association from time to time against each lot or unit within the Properties for the purposes set forth herein.
- C. "TALON BAY" shall mean and refer to the properties located in Sarasota County, Florida owned by Developer and such other lands as may from time to time be added to said lands pursuant to the terms hereof.
- D. "TALON BAY UNIT ONE" shall mean and refer to those certain lands designated as Parcel A-1, located within Talon Bay and containing approximately 61 acres within the boundaries of the plat or subdivision recorded in the Public Records of Sarasota County, Florida, at Plat Book 44, Pages 18 through 18C, inclusive.
- E. "COMMERCIAL" shall mean and refer to all land uses which are not residential, as determined by the Developer in its sole and exclusive discretion without the consent or joinder of any other party.

- F. "COMMON AREAS" shall mean and refer to those areas of land shown as such on any recorded subdivision plat of the Properties and improvements thereto, or which are otherwise dedicated conveyed, leased or for which a license is granted to the Community Association by Developer and which are intended to be devoted to the common use and enjoyment of the residents of the Properties. The designation or determination of such areas of land as Common Areas shall be at the sole and exclusive discretion of the Developer. In no event shall the use and enjoyment of any lands by the Association or the owners pursuant to an easement, lease, license or other right to use be deemed to create a dedication by Developer to the Association or owners beyond the rights expressly granted in such easement, lease, license or right to use. In no event shall lands or areas not specifically designated as common areas by Developer be construed to be common areas. Notwithstanding any provision herein to the contrary, Developer shall not set aside or designate land as common areas without the express written consent of any Institutional Mortgagee having a mortgage encumbering such land.
- G. "COMMON EXPENSES" shall mean and refer to all expenses incurred by the Community Association in connection with its ownership, maintenance and other obligations set forth herein.
- H. "COMMUNITY ASSOCIATION" shall mean and refer to Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- I. "DEVELOPER" shall mean and refer to Talon Bay Properties, LLC, a Florida limited liability company, with a place of business in Sarasota County, Florida, their successors or assigns of any or all of its rights under this Declaration.
- J. "DECLARATION" shall mean and refer to this document entitled Community Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay as the same may be amended from time to time.
- K. "GOVERNING DOCUMENTS" shall mean:
- (1) In the case of the Community Association, this Declaration, any supplementary declaration, and the Bylaws and Articles of Incorporation of the Community Association; and
 - (2) In the case of a Neighborhood Association, the Neighborhood Declaration, any supplementary declaration, and the bylaws and articles of incorporation of the neighborhood association, as the same may be amended from time to time and filed of record.

- L. "IMPROVEMENTS" shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.
- M. "INSTITUTIONAL MORTGAGEE" shall mean and refer to a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any person giving a mortgage insured by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "Institutional Mortgagee" shall be deemed to include any mortgagees that Developer shall declare by instrument in writing and place of record among the public records of Sarasota County, Florida, to be an "Institutional Mortgagee".
- N. "LOT" shall mean and refer to a platted lot, a platted parcel or a tract of land which has been lawfully fractionalized pursuant to the planned development or recorded subdivision plat, which is designated by the Developer to be used, developed and conveyed as a unit and which is the smallest undivided unit of ownership at any point in time.
- O. "MASTER DEVELOPMENT PLAN" shall mean and refer to the Developer's plan of Talon Bay as it may be amended from time to time by Developer showing the land uses and residential units assigned by Developer to the various portions of the Properties.
- P. "MEMBERS" shall mean and refer to those persons who are entitled to membership in the Community Association as provided in its Articles of Incorporation and Bylaws. The two classes of membership are:
- (1) "CLASS A MEMBER" shall mean and refer to the class of membership which includes all members with the exception of the Developer for so long as it is a Class B member.
 - (2) "CLASS B MEMBER" shall mean and refer to the class of membership which includes only the Developer.
- Q. "NEIGHBORHOOD" shall mean and refer to any single family development, condominium project, cluster development, commercial development or other sub-area development within the lands subject to this Declaration.

- R. "NEIGHBORHOOD ASSOCIATION" shall mean and refer to any property owners association, homeowners association, condominium association, commercial development association, or other such entity, its successors and assigns, of any particular Neighborhood.
- S. "NEIGHBORHOOD COMMON AREA" shall mean and refer to all real property including any improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the residents of a particular Neighborhood or to a Neighborhood Association for the common use and enjoyment of its members.
- T. "NEIGHBORHOOD COVENANTS" shall mean and refer to any and all covenants, conditions, restrictions and other provisions imposed by recorded instrument, applicable to one or more specific neighborhoods, but not to all neighborhoods. The term "NEIGHBORHOOD DECLARATION" shall mean and refer to the document containing the neighborhood covenants.
- U. "OWNER" shall mean and refer to a record owner of fee simple title to any lot located within the Properties, but excluding those having an interest in a lot merely as security for the performance of an obligation.
- V. "PERSON" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.
- W. "PROPERTY UNIT" shall mean and refer to:
- (1) For residential property, any unit intended for occupancy by one family or household.
 - (2) For commercial property, a property unit shall be as described in Article II, Section C., Paragraph 2. hereinbelow.
- X. "PD" shall mean and refer to the City of North Port Planned Community Development Order No. DCP-01-60 and the establishment of the Planned Community Development (PCD) zoning, classification, adopted by the Board of City Commissioners on July 22, 2002 bearing Ordinance Number 02-25, as it may from time to time be modified or amended.
- Y. "RESIDENT" shall mean and refer to the legal residential occupant of any lot.
- Z. "RESIDENTIAL" shall mean and refer to use of property as a unit.

- AA. "STREET" shall mean and refer to any street, highway or other thoroughfare constructed within Talon Bay that is specifically dedicated to the Community Association or a neighborhood association, whether same is designated as tract, street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.
- BB. "THE PROPERTIES" shall mean any refer to all real property which is or has become subject to this Declaration together with such other real property as may from time to time be annexed thereto or included under the provisions hereof.
- CC. "UNIMPROVED LOT" shall mean and refer to a lot upon which no building has been substantially completed for use.
- DD. "UNIT" shall mean and refer to:
 - A. An improved lot for a unit; or
 - B. A portion of a building designated for separate ownership having delineated boundaries and being located on an improved lot; or
 - C. A portion of an unimproved lot in the Properties which at a given time is so delineated and designated for separate ownership; or
 - D. A portion of an unimproved lot which at a given time is feasible for future delineation and designation for separate ownership in conformity with the master development plan, the Declaration and public regulations.
- EE. "SURFACE WATER MANAGEMENT SYSTEM" shall mean and refer to all portions of the surface water management system located on the Property and within the Common Areas pursuant to that certain Surface Water Management Permit issued by the Southwest Florida Water Management District ("SWFWMD") including, but not limited to, all mitigation areas, lakes, retention areas and related appurtenances.

2. **ARTICLE II - MEMBERSHIP AND VOTING RIGHTS**

A. Members

- (1) Every owner and the Developer, so long as they are owners, shall be members of the Community Association. Membership shall be appurtenant to and may not be separated from ownership of a lot which

is subject to assessment by the Community Association. Persons other than an owner may become members of the Community Association only if a membership right is created in such person by the recordation of a written instrument as provided for herein, which subjects lands within Talon Bay, owned by such person, to assessment by the Community Association in the manner provided for herein.

- (2) Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation and Bylaws of the Community Association, and this Declaration.

B. Classes of Voting Rights The Community Association shall have two classes of voting membership:

- A. Class A members shall be all owners, with the exception of the Developer when it is a Class B member, who shall have voting rights as provided below for each lot owned.
- B. The Class B member shall be the Developer, who shall have voting rights as provided below for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. On January 1, 2021, or such earlier date as Developer, in its sole discretion, establishes by recorded instrument executed by Developer.

C. Determination of Voting Rights

- A. Residential lots. The number of units which may be constructed within Talon Bay is governed by the Planned Development Order as it may be amended from time to time. Improved lots shall be entitled to one property unit per unit located on each lot. Unimproved lots not owned by Developer shall be entitled to one property unit for each unit which has been assigned to the lots by Developer. Developer shall assign the number of units which may be constructed on a lot prior to the sale of such lot to a third party.
- B. Commercial. Any commercial improvements constructed within Talon Bay shall be entitled to not less than twenty-five (25) property units. The

Developer, in its sole discretion and without the joinder or consent of any other person, MAY assign additional property units to commercial areas within Talon Bay.

- D. Voting Rights. The Class A Members shall be entitled to one vote for each property unit subject to assessment by the Community Association, and the Class B Member shall be entitled to four and one half (4.5) votes for each property unit held by such member.
- E. Multiple Owners of a Lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they determine, but in no event shall the vote cast with respect to any lot exceed the number of votes determined for the lot in accordance herewith.
- F. Voting Control. Inasmuch as the total number of outstanding votes at any one time is determined by the total number of units conveyed to third parties and property units assigned to the commercial lots within the Properties at that time, subject to this Declaration or such other voting rights as are created by any other recorded instrument which creates membership rights in the Community Association, it is important for all owners to understand that the subjection of additional lands to the jurisdiction of the Community Association will make the owners of real property within such additional lands members of the Community Association, which will increase the total number of votes, and will have the effect of enabling the Developer to retain voting control for a longer period.
- G. Transfer of Control of the Community Association.
- A. When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, the Developer shall relinquish control of the Community Association and the owners of lots other than Developer shall accept control. Thereafter, the Developer shall be entitled to elect a number of directors of the Community Association equal to the percentage of votes held by the Developer times the total number of directors, rounded up to the nearest whole number greater than zero. When the Developer no longer owns any lot for development, or for sale in the ordinary course of business, Developer's votes, if any, shall be counted the same as all other owner's votes.
- B. Developer's relinquishment of control shall not require Developer to relinquish control or allow the Community Association to assume control over any power or right which is reserved to Developer

hereunder for a period which extends beyond Developer's holding of voting control.

- C. So long as the Developer owns any lot for development or for sale in the ordinary course of business, the Community Association may not take any action that would be detrimental to the sales of lots by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of lots.

- H. Subdivision of Lots.
 - A. An owner of a lot with more than one unit or property unit within the commercial area shall, in the event that a portion of the lot or area is conveyed to another owner, reassign a portion of the number of property units originally assigned to the lot. In no event shall such conveyance increase the total property units assigned to the lots after conveyance over that originally assigned to the lot before the conveyance, nor shall such conveyance result in the casting of any fractional votes. At the time of such conveyance, the owner (seller) shall notify the Community Association of the number of property units assigned to each lot. In the event that an owner fails or refuses to make any necessary reassignment, then the Community Association may make such reassignment and notify the owners of each lot involved in the conveyance.

 - B. Any assignment of units or property units shall be done in compliance herewith.

- I. Voting Through Neighborhood Associations. If required by the Community Association in its Bylaws, all owners of lots for which there is a neighborhood association shall cast their votes on Community Association matters directly with the neighborhood association. Each neighborhood association shall, in its Bylaws, establish a procedure by which such owners shall cast their votes on Community Association matters. Each neighborhood association shall have the duty to collect and tabulate its members' votes. Each neighborhood association shall have the privilege of casting with the Community Association all of the votes to which its members would be entitled to cast as members of the Community Association. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the neighborhood covenants or by other recorded instrument, shall provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner provided that it is fair, equitable, uniformly applied within the neighborhood association, and that does not result in the casting of fractional votes.

3. ARTICLE III - DEVELOPER'S RIGHTS AND POWERS

A. Additions to the Properties.

- A. Developer shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, without the consent or joinder of any other person or party, to add any lands to the Properties by recording an instrument subjecting such additional lands to this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF LOTS, THE NUMBER OF POTENTIAL MEMBERS OF THE COMMUNITY, THE NUMBER OF PROPERTY UNITS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE COMMUNITY AND THE DEVELOPER.
- B. At the time any additional lands are made subject to this Declaration, Developer may also record an instrument which:
 - a. Modifies any of the provisions of the Declaration insofar as they may apply to such additional lands; or
 - b. Denotes new provisions applicable to such additional lands; or
 - c. Omits the applicability of any of the provisions of this Declaration as to any such additional lands; or
 - d. Does any, all or none of the above.
- C. The execution and recordation of this Declaration shall not be construed to require Developer to subject any of the lands within Talon Bay other than those subjected hereby to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

- B. Property Additions to Talon Bay. So long as there is a Class B Member, Developer shall have the right and the power, but neither the duty nor the obligation, in its sole discretion to add lands outside the general boundaries of Talon Bay, as described herein, to Talon Bay, thereby changing the boundaries of Talon Bay and changing the respective voting rights of Developer and Owners hereunder.

- C. Development of Parcel B. All development on Parcel B shall comply with Chapter 49 of the City of North Port Unified Land Development Code (ULDC) as required under the project's Development Concept Plan.
- D. Additions of Land. Any addition of land shall be made by recording an instrument which adds such lands to Talon Bay. The same shall not create nor shall it impose any duty or obligation on the Developer to subject such additional lands to any covenants, conditions, restrictions or other provisions of this Declaration, but in the event the Developer so elects, it may subject such additional land to the provision of this Declaration in accordance with the provisions herein or to the provision of any other recorded instrument.
- E. Common Areas.
- (1) So long as there is a Class B Member, Developer shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to set aside, grant a license, or other use for such real property within or without Talon Bay for such purposes as may be expressed in the instruments of conveyance, lease or grant of license or use. No such real property shall be considered to be the Community Association common area until actually so conveyed, dedicated by platting, leased or a grant of license or other use right is created by a written instrument.
- a. Any such conveyance, dedication, lease or grant of license or use right to the Community Association may be exclusive or nonexclusive so that persons or entities other than the Community Association may or may not have a right, power, duty or privilege with respect to all or any part of any real property so conveyed, leased or licensed for the use to which it has been granted. The Community Association must accept from Developer any such conveyance, dedication, lease, grant of license, or grant of use right. So long as there is a Class B Member, the Community Association shall not accept from any person other than Developer a conveyance, dedication, lease, grant of license, or grant of use right except upon the prior written approval and consent of the Developer.
- b. Prior to any conveyance, dedication, lease or grant of license or other use right by Developer to the Community Association of any property, Developer shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Community Association; in any

event, rents, fees and other charges required to be paid to Developer under the leases, grants, licenses or contracts creating the use right shall continue to be paid.

- c. Notwithstanding any provision herein to the contrary, Developer shall not set aside or designate land as a common area without the express written consent of any Institutional Mortgagee having a mortgage encumbering such land.
- (2) So long as there is a Class B Member, Developer shall have the power to regulate and control the external design and appearance of common areas in such a manner as to promote a quality environment which will preserve the value of the member's lots and to foster the attractiveness and functional utility of Talon Bay, including a harmonious relationship among structures, vegetation and topography.
 - (3) The common areas shall be subject to the provisions hereof. The use of common areas shall be in conformity with the uses permitted herein. The provisions hereof shall not be applicable to any property owned by Developer prior to its conveyance to the Community Association or a neighborhood association.
- D. No nuisance or obnoxious or offensive activity shall be conducted or permitted on any common area. So long as there is a Class B Member, the Developer shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the common areas which may be or become a nuisance to residents or members.
 - E. So long as there is a Class B Member, any type use of common areas shall be subject to the prior written approval of Developer.
 - F. Neither the execution and recordation of this Declaration, nor the creation of the Community Association or other entity, nor the recordation of any other instrument subjecting any land in Talon Bay to protective covenants and restrictions shall obligate or require Developer or any other person to grant any right, power, duty or privilege of any nature or kind to the community or other entity or obligate or require Developer to perform any act permitted under this Declaration or to enforce any covenants, conditions, restrictions or other provisions hereof.

- G. Unless otherwise specifically prohibited herein, so long as there is a Class B Member, Developer reserves the right and the power to delegate or assign, either exclusively or non-exclusively, to any person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. Developer shall be under no obligation to delegate or assign any of its rights, powers, duties or privileges to any person or entity.
- E. Neighborhood Associations. So long as there is a Class B Member, Developer shall have the right and the power, but neither the duty nor the obligation, to amend the specific provisions of this Declaration insofar as they apply to one or more neighborhoods without amending those provisions with respect to all neighborhoods and to supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific neighborhood. Such amendments or separate instruments may or may not create property owners associations, homeowners associations, condominium associations, commercial development associations, or entities other than the Community Association.
- F. Enforcement and Inaction.
- (1) So long as there is a Class B Member, Developer reserves unto itself the right and the power to enforce the covenants, conditions, restrictions and other provisions of this Declaration and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Community Association, or to any neighborhood association, or to an owner, or to any other person.
 - (2) So long as there is a Class B Member, Developer shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions and to levy against the land to enforce any lien created by this Declaration. Failure by Developer or by the Community Association or by a neighborhood association or any other owner or any other person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.
 - (3) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Developer or the Community Association in any action against an owner to enforce any provisions of

this Declaration shall be a personal obligation of such owner which shall be paid by such owner and any amount which remains due and unpaid shall be a continuing lien upon owner's lot collectible in the manner provided for herein.

G. Transfer of Developer's Rights. The Community Association shall assume Developer's rights and obligations under this Declaration:

- (1) After Developer no longer owns land in Talon Bay for development if the right or obligation extends to Developer so long as it owns land for development;
- (2) After Developer becomes a Class A member if the right or obligation extends to Developer so long as it is a Class B member;
- (3) At such earlier time as Developer may elect by written assignment of a right or obligation to the Community Association. Any such assignment may be revoked in writing by Developer, thereby allowing Developer to reacquire the right or obligation previously assigned.

4. **ARTICLE IV - STORM WATER MANAGEMENT SYSTEM, OPERATION AND MAINTENANCE**

- A. Storm Water Management System. It is acknowledged there will be drainage easements along the sides and rear of all or some of the Lots. The Association shall maintain structures, equipment, and facilities constructed in connection therewith, as may be required in order to keep the Surface Water Management System for the Property in good operating condition. Notwithstanding the foregoing, the Association shall not be responsible for landscape maintenance or mowing within any drainage easement, which shall be the responsibility of the applicable Owners. The surface water management and drainage system of the Property shall be developed, operated, and maintained in conformance with the requirements of SWFWMD and any other controlling governmental authority. The Association shall maintain as a Common Expense the entire surface water management and drainage system for the Property, including but not limited to all swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, if any, regardless of whether or not same are within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of SWFWMD, and any other controlling governmental authority, and an easement for such maintenance is hereby created in favor of the Association.

- B. No construction activities may be conducted relative to any portion of the Surface Water Management Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.
- C. SWFWMD has the right to take enforcement measures, including a civil action for injunction or penalties, against the association to compel it to correct any outstanding problems with the Surface Water Management System facilities.
- D. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the applicable SWFWMD permits, unless and until an alternate entity assumes the responsibility.

5. **ARTICLE V - COMMUNITY'S RIGHTS AND POWERS**

- A. Maintenance of the Community Association Properties and Common Areas.
The Community Association shall be responsible for maintenance and repair of the following:
 - (1) Such security systems, guardhouses and other security facilities which shall be operated and maintained for the benefit of the lots within the Properties, except any security system guardhouse or security facility established primarily for the benefit of a neighborhood within the Properties.
 - (2) All streets, bike paths and crossovers within any portion of Talon Bay which are dedicated to the Community Association and any street lights, traffic signs and signals and informational signs on or over such streets, bike paths and crossovers.
 - (3) The surface water and stormwater management systems.
 - (4) Any common or other areas conveyed, dedicated or leased to or used by the Community Association, including any improvements on such common areas.

B. Management of the Community Association Properties and Common Areas.
The Community Association's authority to manage the Community Association Properties and common areas shall include:

- (1) The right to establish rules and regulations governing the use of the Community Association Properties and common areas.
- (2) The right to charge reasonable admission and other fees or assessments for the use of Community Association property and common areas.
- (3) The right to dedicate or transfer all or any part of Community Association property and common areas to any governmental agency, public authority or utility.
- (4) The right to borrow money for the purpose of improving Community Association property and common areas and in aid thereof to mortgage the same.
- (5) The right to take such steps as are reasonably necessary to protect Community Association property and common areas against foreclosure.
- (6) The right to enforce the provisions of this Declaration or any other applicable recorded instrument adopted by the Community Association, including the Articles of Incorporation and Bylaws of the Community Association and any rules and regulations governing use and enjoyment of the Community Association property and common areas adopted by the Community Association.
- (7) Except as provided herein regarding optimal maintenance of individual property, corrective maintenance of lots and corrective maintenance of neighborhood common areas and regarding management services to neighborhood associations, this Article shall not be construed to allow or require the Community Association to manage or maintain neighborhood property or common areas dedicated to, owned, leased or otherwise under the control of a neighborhood association solely for the use and benefit of residents of such neighborhood.

C. Traffic Regulation.

- (1) The Community Association shall have the right to post speed limits on streets dedicated to the Community Association and promulgate traffic regulations for use of its streets and common areas. The Community Association shall also have the power to restrict the type of vehicles

which may travel on or prevent vehicles from traveling and parking on its common areas. The speed limits and traffic regulations are collectively referred to as "traffic regulations".

- (2) The Community Association shall have the right to establish enforcement mechanisms of violation of the traffic regulations including without limitation the assessment of fines which shall be collected as an individual assessment from members, the removal of vehicles from the Properties, and the suspension of a member's rights and easements of enjoyment to the common areas.

D. Insurance. The Community Association shall maintain insurance on the Community Association property and common areas of such types, in such amounts and with such companies as the Community Association's Board of Directors deems appropriate. So long as there is a Class B Member, all liability and hazard insurance policies shall name the Developer as an additional insured.

6. ARTICLE VI - MEMBERS' RIGHTS AND EASEMENTS

A. Members' Rights and Easements. Every Lot Owner, Member, guest, invitee, successor and assign shall have right of ingress and egress across and the nonexclusive right of use and enjoyment of an easement to Community Association common areas, which right and easement shall be appurtenant to and shall pass with the title to every lot, subject to the right of Developer herein and the rights of the Community Association herein.

B. Delegation of Rights.

- (1) A member may delegate his right of use and easement to common areas to the members of his family, to business and residential tenants who reside or work in or on the member's lot and to the member's guests, but only to the extent and subject to the conditions, limitations and restrictions as may be provided for in the Bylaws and in accordance with the Community Association's rules and regulations.
- (2) Each member shall be responsible for the actions of any person to whom the member has delegated his right of use to the common areas. Any unpaid charge against such person shall be charged against such member personally and be assessed against such member's lot. Any infraction of the Community Association's rules and regulations by such person shall be deemed to be an infraction by such member.

7. **ARTICLE VII - PROPERTY RIGHTS**

- A. Dedication of Common Areas. Subject to the easements established in this Article and other provisions hereof, the Community Association common areas designated in this Declaration, dedicated to the Community Association in any recorded subdivision plat or conveyed to the Community Association by Developer for use as common areas, are not dedicated for use by the general public, but are reserved for the common use and enjoyment of the owners and tenants of the Properties or such portions thereof as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.
- B. Easements. The following easements are hereby granted or reserved over, across and through the Properties:
- (1) Easements for installation and maintenance of public utilities are hereby granted to public utilities serving the subdivision.
 - (2) An easement is hereby granted to each mortgagee for the purpose of access to the lot subject to its mortgage.
 - (3) Easements are hereby reserved throughout the common areas, including without limitation, the streets by Developer for its use and the use of its agents, employees licensees and invitees.
 - (4) Easements are hereby reserved throughout the common areas including, without limitation, the streets designated on the subdivision plat, for the use and enjoyment of the Lot Owners, Members, their agents, guests, employees, licensees and invitees.
 - (5) The Developer may, in its sole discretion, without the consent and joinder of any other person, designate and reserve Tract H, as depicted on the Subdivision Plat for Talon Bay, for the sole and exclusive use of the owners within Talon Bay.
 - (6) In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Developer hereby reserves and covenants for itself with respect to all portions of Talon Bay, whether or not presently subjected to this Declaration and for and on behalf of all future Owners within Talon Bay, that Developer, its successors and assigns, and each and every Owner within the Community shall have a non-exclusive easement for pedestrian access over the Common Properties, if necessary to obtain access to any improvements constructed on or adjacent to Talon Bay. This provision shall not be

construed to create a right of access or use in any area set aside or reserved by the Developer for the exclusive use of any person or persons.

- C. Restrictions on Owner Easements. No owner shall grant any easement upon any portion of the Properties to any person or entity without the prior written consent of the Developer.

8. ARTICLE VIII - ASSESSMENTS

A. Creation of the Lien and Personal Obligation.

- (1) The Developer, for each lot owned within the Properties, hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Community Association:
 - a. Initial reserve assessment;
 - b. Annual assessments;
 - c. Special Assessments for capital improvements; and
 - d. User fees for any facilities or services available to the owner, any occupant of the lot or any guests of the owner or occupant.
- (2) The initial, annual, special assessments and user fees, together with interest and costs of collection, including reasonable attorneys fees, which include those resulting from any appellate proceedings, shall be a continuing lien upon the lot against which such assessment is made.
- (3) Each such assessment, together with interest and costs of collection, including reasonable attorneys fees, which includes those resulting from appellate proceedings, shall also be personal obligations of the person or the owner of the lot at the time such assessment fell due, and any due and unpaid assessments shall also be the personal obligation of each person who becomes the owner of the lot. Each owner, by acceptance of a deed for a lot personally covenants and agrees to pay any such obligation becoming due during the time of his ownership and such personal obligation shall survive any conveyance.
- (4) Delinquent assessments shall bear interest at the maximum rate allowed by law from the date when due until paid.

- (5) The lien of assessments shall be considered a restriction and servitude running with the land.

B. Initial Reserve Assessment.

- (1) The initial reserve assessment for single family residential or commercial lots shall be paid at the time a lot is sold from the Developer to an owner. Notwithstanding any provision herein to the contrary, no initial reserve assessment shall be charged against or paid by any Institutional Mortgagee taking title in the exercise of its remedies.
- (2) The initial reserve assessment for residential lots shall be paid at the time the lot is sold by the person who constructed the multifamily improvement on the lot or when the lot is actually used for residential purposes, whichever occurs first. The Community Association shall have a lien on residential lots from the time the lot is sold by Developer in an amount equal to the total initial reserve assessments which will be payable for such lot. The community may record a Claim of Lien against such lot as described herein, but shall not be entitled to bring an action to foreclose the lien until thirty (30) days after the assessment is due in accordance with this section. The Community Association shall issue partial releases of liens if the lot is subdivided and sold as lots or when lots are used for residential purposes provided that the assessment is paid in accordance with this section.
- (3) The amount of such assessment shall be established in accordance with the Community Association Bylaws.

C. Annual Assessments.

- (1) An annual assessment may be levied against all nonexempt lots. The method of levying and amount of such assessment shall be determined in accordance with the Bylaws of the Community Association. If assessed value is used in computing the annual assessments, it shall be the tax assessed valuation (total assessment for land and improvements exclusive of homestead exemption, if any) of each lot for ad valorem tax purposes on the most recent Sarasota County tax roll.
- (2) The Community Association may collect a partial annual assessment in an amount lower than that approved and thereafter collect the supplemental annual assessments in an assessment year, provided that the sum of all partial annual assessments collected in the assessment

year does not exceed the amount approved in accordance with the Bylaws.

D. Commencement of Annual Assessments.

- (1) Except as provided below, annual assessments levied shall commence on the first day of the month following:
 - a. As to residential lots, after the lot is sold by the person who constructed the improvement on the lot, when the lot is actually used for residential purpose, or one (1) year after the issuance of a certificate of occupancy for such lot, whichever occurs first; and
 - b. As to commercial lots, no sooner than one (1) year after the recordation of this Declaration in the Official Records of Sarasota County, Florida.
- (2) The first assessment shall be adjusted according to the number of months remaining in the assessment period.
- (3) The Community Association shall determine the amount of the Assessments against each lot, provide notice of the assessments and establish an annual due date in accordance with the Bylaws.

E. Special Assessments. In addition to the initial reserve assessment and the annual assessments authorized above, the Community Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Community Association property or common areas, including fixtures and personal property related thereto, any other major unanticipated cost incurred by the Community Association, or charges arising pursuant herein. Such assessments shall be levied, approved and commence in accordance with the Bylaws.

F. Developer Assessment.

- (1) So long as there is a Class B Member, the Developer shall be exempt from the payment of any assessments levied herein. In lieu of such assessments, the Developer shall pay an assessment for all lots it owns in an amount equal to the budget deficit, if any, of the Community Association. Such deficit shall be the difference between the amount

collectible from other assessable lots and the budgeted operating expenses, with the exception of reserves, of the Community Association.

- (2) So long as there is a Class B Member, the Developer shall pay, as determined by the Developer, either the budget deficit, if any, or 25% of the assessments levied herein, on any unimproved lot it owns and on any improved lot it owns that has not been occupied. The developer shall pay 100% of assessments for any lot it owns that is or has been occupied.

G. Exempt and Partially Exempt Property. The following property is exempt from the payment of any assessments:

- a. Any property owned by or leased to the Community Association.
- b. The Community Association's common areas.
- c. Neighborhood common areas.
- d. Property owned by a governmental agency and used solely for a public purpose.

H. Lien.

- (1) If any assessment, or any installment thereof, is not paid within thirty (30) days following the due date, the Community Association may declare the entire assessment immediately due and payable. The Community Association may at any time thereafter record in the Public Records a Claim of Lien against the lot for which the assessment was due and commence an action to foreclose the lien in the manner in which mortgages on real property are foreclosed. The Community Association may also bring an action at law against an owner to pay his personal obligations to the Community Association.
- (2) The Claim of Lien shall include a description of the property encumbered, the owner's name, the amount then due and the date when due.
- (3) No owner shall be relieved of the liability for payment of assessments because of nonuse or abandonment of a lot.
- (4) No owner may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of his lot.

I. Priority and Extinguishment of the Lien.

- (1) The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the lot in question given by the owner to an Institutional Mortgagee.
- (2) In the event the lien herein created is extinguished by the sale, transfer or acceptance of a deed in lieu of foreclosure of a lot pursuant to a foreclosure of an institutional mortgage, such delinquent assessments which were extinguished may be reallocated and assessed to all of the lots in Talon Bay. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a lot from liability for, nor the lot from, the lien of any assessments arising thereafter. In no event shall assessments pursuant to a lien herein created subject an Institutional Mortgagee to liability for a shortfall incurred during a period of non-payment of assessments by its predecessor in title, provided that said Institutional Mortgagee acquires title pursuant to the exercise of its remedies as a lender.
- (3) The lien herein created is specifically declared to be superior to any lien created by any neighborhood declaration or imposed by any neighborhood association.

J. Collection by Neighborhood Associations. If required by the Community Association in its Bylaws, all owners of lots for which there is a neighborhood association shall pay any assessments levied by the Community Association to the neighborhood association. Each neighborhood association shall have the duty to collect Community Association assessments on lots within the neighborhood, timely remit the same to the community, and notify the Community Association of lots for which assessments are delinquent and the name and address of the owners thereof. The Community Association shall be entitled to rely upon the information given by a neighborhood association regarding delinquencies, and impose a lien upon such delinquent owner's lot in accordance with this Declaration. Provided, however, the Community Association may, in its sole discretion, elect to collect Community Association assessments and other charges directly from any owner personally.

9. **ARTICLE IX - RESTRICTIONS**

A. Use Restrictions. The Properties may be used for those purposes as provided in the Developer's master development plan. The PD contains certain provisions which allow flexibility in assigning and reassigning various end uses to the real property within Talon Bay. Developer reserves solely unto itself the

right and the power to assign and reassign various land uses to real property within Talon Bay as provided by the PD, and to inaugurate and implement variations from, modifications to, or amendments of the PD and any other governmental plans, land development regulations, development orders and development permits applicable to Talon Bay, subject to the rights of an Institutional Mortgagee to consent to any such land use changes.

B. Approval of Plans and Specifications.

- (1) Developer shall have the authority to enforce the provisions of this Article so long as Developer is a Class B Member. The provisions of Section 3.07 shall apply to this paragraph.
- (2) No improvement shall be constructed, altered, planted, removed or maintained, including improvements undertaken by the Community Association or a neighborhood association, without the prior written approval of the Developer regarding:
 - a. the harmony of its exterior design and location in relation to, and its effect upon surrounding structures and the overall community design;
 - b. the character of the exterior materials; and
 - c. the quality of the exterior workmanship.

The Developer may, but is not required to, promulgate design review guidelines from time to time and require that the construction of the improvements be done in accordance therewith.

- (3) No Owner shall construct any building, residence or other structure or conduct any development activity seaward of the FDER jurisdiction line as shown on the recorded plat of the subdivision, as amended from time to time, unless the Owner shall first have obtained:
 - a. The prior written approval of the Developer or the Association, as the case may be, which approval may be withheld for any reason, including but not limited to the potential degradation of environmentally sensitive lands; and
 - b. All governmental approvals necessary to conduct such development activity, including but not limited to governmental approvals required by SWFWMD pursuant to the pertinent

sections of the Florida Administrative Code and the Florida Department of Environmental Regulation.

- (4) Each owner shall, prior to the commencement of any improvement, submit such documents and materials as may be required by Developer, including, but not limited to:
 - a. Initial plans to include a site analysis, schematic landscape plan, floor plans and exterior elevations;
 - b. Final plans to include color and material selections, landscape plan, final site plan and a complete set of construction plans and specifications.
- (5) After receipt of each required submittal, the Developer shall in writing approve, reject or approve subject to change, such required plans, proposals and specifications as are submitted to it.
- (6) If any improvement is constructed or altered without the prior written approval of the Developer, the owner shall, upon demand of the Developer, cause such improvement to be removed, remodeled or restored in order to comply with the requirements of this section. The owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Developer. Such costs may also be the basis for an individual assessment. The Developer is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and of the Declaration of covenants and restrictions for the neighborhoods by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvements or to remove any unapproved improvement, the Developer shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. In the event that any owner fails to comply with the architectural and landscape provisions contained herein or in the declarations of covenants and restrictions for a neighborhood, the Developer may, in addition to all other remedies contained herein, record against the owner's lot a notice stating that the improvements on the parcel fail to meet the requirements of this section or the neighborhood restrictions.
- (7) The Developer may impose standards for construction and alteration of improvements which may be greater or more stringent than standards prescribed in applicable building, zoning or other local development

codes. However, the approval, rejection or withholding of any approval by the Developer of any plans, proposals, applications and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination by the Developer or the Community Association that any building, plumbing, electrical code or other applicable governmental regulation or requirement has or has not been properly met by the owner. Each owner shall be responsible for obtaining all necessary technical data and for making application to and obtaining the approval of The City of North Port and any other appropriate governmental agencies prior to commencement of any work or construction. The Developer shall be entitled to enter upon any lot during construction of an improvement to ensure compliance with approved plans and specifications. Neither the Developer, the Directors or Officers of the Community Association, nor any person acting on behalf of any of these shall be responsible for any defects in plans or specifications, nor for defects in any improvements constructed pursuant thereto.

- (8) The Developer may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, shall be payable to the Developer at the time that the plans and specifications and other documents are submitted to the Developer. The payment of such fees, as well as other expenses of the Developer required to be paid by a lot owner shall be deemed to be an individual assessment, enforceable against the owner and the lot as provided hereinabove. Neither the Developer, the Directors or Officers of the community, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any owner within Talon Bay or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the Developer in connection with the approval or disapproval of plans and specifications. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.
- C. Colors. No exterior colors on any structure shall be permitted that, in the sole judgment of the Developer, would be inharmonious or incongruous with Talon Bay, the Properties or the particular neighborhood. Any future exterior color changes desired by owner must be first approved in writing by the Developer in accordance herewith.
- D. Factory Built Structures. No structure of any kind that is commonly known as "factory built", "modular" or "mobile home" type of construction shall be erected without the prior written permission of the Developer.

- E. Driveways and Parking Areas. No gravel, blacktop or other paved residential parking strips will be allowed unless first approved in writing by the Developer. Driveways and parking areas must be constructed using materials as first approved in writing by the Developer.
- F. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.
- G. Temporary and Accessory Structures. No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the lot have first been approved in writing by the Developer. Any signs to be used in conjunction with any tent or temporary structure must also be approved in writing by the Developer. Adequate landscaping shall be installed and maintained by the owner around any temporary structure in sufficient density so that it shall not be readily visible from any adjacent street or properties. No accessory structure shall be permitted except with the prior written approval of the Developer.
- H. Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground, walled in, or placed in sight-screened or fenced in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the owner. All mailboxes shall be either purchased from the Community Association by the owner or be approved by the Developer prior to installation. No newspaper tubes or driveway reflectors shall be installed on any lot. All outside spigots shall be connected to potable water only.
- I. Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. Wall air conditioning units may be permitted only upon the prior written approval of the Developer. Window air conditioning units shall not be permitted.
- J. Solar Collectors. Developer shall approve the location of and materials used in the construction of solar collectors.
- K. Signs. No signs, freestanding or otherwise installed, shall be erected or displayed on any lot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the Developer. All signs must also conform with governmental codes and

- (6) The above subparagraphs shall not be deemed to prohibit any temporary facility permitted herein.

P. Pets and Animals.

- (1) Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the owner's lot and shall not be permitted to roam freely.
- (2) Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a commercial lot upon the written approval of the Community Association. The Community Association, with regard to commercial lots, and the Developer, with regard to noncommercial lots, may establish limits on the number and kind of pets that may be kept or permitted to be kept on any lot.
- (3) No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any of the Properties.

- Q. Maintenance of Premises. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any lot and no refuse or unsightly objects shall be placed or allowed to remain upon any lot. All lawns, landscaping and sprinkler systems and any property, structure, improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

R. Water Management and Drainage Areas.

- (1) No structure of any kind shall be constructed or erected, nor shall an owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, or intended by Developer to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the community and the Developer.
- (2) An owner shall in no way deny or prevent ingress and egress by Developer or the Community Association to such water management and drainage areas for maintenance of landscape purposes. The right of ingress and egress and easements therefore are hereby specifically

reserved and created in favor of the Developer, the Community Association or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

- (3) No lot shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owner shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the Community Association and the Developer.
 - (4) It shall be the responsibility of each Owner at the time of construction of a building, residence or other structure, to comply with the construction plans for the Surface Water Management System, pursuant to the applicable sections of the Florida Administrative Code, approved and on file with SWFWMD. No Owner may construct any building, residence or structure or undertake or perform any activity in the wetlands, buffer areas and upland conservation areas described in the approved permit and record plat of the subdivision unless prior approval is received from SWFWMD pursuant to the applicable sections of the Florida Administrative Code.
 - (5) Prior to receipt of a certificate of occupancy (CO) for a residence on each and every lot, the Owner thereof shall cause the lot to be filled so as to comply with the approved grading and drainage plan for the development, which plan has been approved by SWFWMD and Sarasota County as such plan may be amended and approved by governmental agencies from time to time.
- S. Nuisances. Nothing shall be done which may be or may become an annoyance or nuisance to any person or to a neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this section shall be decided by the Community Association, whose decision shall be final.
- T. Developer's and the Community Association's Exculpation. The Community Association and the Developer may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to owner or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

U. Subdivision and Regulation of Land.

- (1) No lot shall be divided or subdivided without the express written consent of Developer, who may impose certain requirements on owner to comply with the provisions of the master development plan. Developer shall assign the number of units for each lot, and the authorized square footage for each commercial lot, which limits shall not be increased by any owner and shall not be exceeded without the prior express written approval of Developer, which approval may be denied at the sole discretion of Developer. Any action taken by Developer or an owner pursuant to this paragraph shall be in accordance with the PD.
- (2) No covenant, condition, restriction or other provision of this Declaration shall be construed in any manner as limiting or preventing any lot, and the improvements thereon, from being submitted to a plan of condominium ownership. A condominium shall not be construed as constituting a subdivision of any lot, provided that the number of units in the condominium is not greater than the number of units assigned to the lot.
- (3) An owner shall not inaugurate or implement any variation from, modification to or amendment of the master development plan or any other governmental plans, land development regulations, development orders or development permits applicable to Talon Bay, to the Properties or to any lot, without the prior written approval of Developer.

V. Owner and Member Compliance.

- (1) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to owners and persons to whom an owner has delegated his right of use to any community common area, neighborhood common area or property, if any is created, but also to any other person occupying an owner's lot under lease from the owner or by permission or invitation of the owner or his tenants, expressed or implied, licensees, invitees or guests.
- (2) Failure of an owner to notify any person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration shall not in any way act to limit or divest the right of Developer, the Community Association or any neighborhood association to enforce the provisions of this Declaration. The owner shall be responsible for any and all violations of these provisions by his tenants,

delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants.

9. **ARTICLE IX - PROPERTY MAINTENANCE**

- A. Purpose and Authority. The Community Association shall regulate the maintenance of the Properties and the improvements thereon to create and conserve a quality environment for the owner and occupants and to protect the investment and enhance the value of the Properties.
- B. Maintenance Requirement.
- (1) In order to protect property values and to conserve the environment, maintenance of any of the Community Association's common areas, servitudes or improvements thereon shall be in full accordance with the restrictions and guidelines established pursuant to this Article and Article VIII. No situation shall be allowed to exist or continue that may be or could become an annoyance or nuisance to the members of the Community Association.
 - (2) The preceding requirements of this section shall also apply to any lot, any neighborhood common area or improvement in the event that the neighborhood association fails to perform and enforce effectively comparable maintenance regulation provisions, as determined by the Community Association. The cost of such maintenance regulation shall be assessed to any such lot or neighborhood association and shall not be subject to the limitation of the assessments in this section.
 - (3) The Developer shall be entitled to enforce the provisions of this Article if the Community Association fails to do so.
- C. Guidelines.
- (1) The Community Association may develop and provide policy guidelines for the application of property maintenance provisions set forth in the Declaration. The policy guidelines may include procedures, aspects and objectives of property maintenance regulations and general principals and broad standards used as criteria in determining the achievement of the required objectives.
 - (2) In addition to such policy guidelines for achieving the required objectives in particular maintenance problems frequently encountered in the Properties, the Community Association may develop and

promulgate typical specific practices that are generally acceptable and unacceptable. The policy guidelines and any such specific practices are intended to assist the Community Association, owners and residents in the ongoing process of appropriate maintenance of the lots and common areas.

- D. Optional Maintenance of Individual Property. The Community Association may, but is not required, to offer optional exterior maintenance for any lot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent exposed to community view, fences, landscaping, walks and other exterior improvements. When the Community Association provides maintenance pursuant to the provisions of this section, the cost may be added to and become part of the assessment to which the lot is subject.
- E. Corrective Maintenance of Lot. In the event an owner of any lot in the Properties shall fail in his obligation to maintain the premises and the improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration or by the Community Association or a neighborhood association, after approval by a two-thirds (2/3) vote of its Board, the Community Association shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the building and any other improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.
- F. Corrective Maintenance of a Neighborhood Common Area. In the event that any neighborhood association shall fail in its obligations to maintain any neighborhood common area and/or the improvements situated thereon in compliance with the requirements and guidelines set out in this Declaration, the Community Association, by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the neighborhood common area or improvements thereto. The cost of such shall be added to and become part of the neighborhood association assessment and be reimbursed by the neighborhood association to the Community Association.
- G. Added Assessments. Any such added assessment under Sections IX D, IX E and IX F above shall not be subject to the limitation of the assessments in Sections VII A and VII E.

- H. Entry Rights. Each owner and each neighborhood association shall permit the Community Association's officers, directors, agents and employees to enter upon the owner's or neighborhood association's premises at reasonable times, to maintain the Community Association's common areas and easements, to remove refuse and to provide the exterior maintenance permitted under this Article. Such entry shall include the right to use of the owner's or neighborhood association's water, from an outside spigot, in reasonable amounts, without compensation to the owner or neighborhood association if used for maintenance on the owner's lot, the Community Association or a neighborhood association's common areas or the Community Association or neighborhood association's easement immediately contiguous with said premises. This provisions shall not be construed as authorizing the entry into any building located on the Properties unless such entry is necessary to perform corrective maintenance pursuant to Sections IX E and IX F.

10. **ARTICLE X - MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS**

- A. Scope. The Community Association may, but is not required to perform association management services for any neighborhood association. Such services may include, but are not limited to:
- (1) Consultations on policy determinations;
 - (2) Occupancy information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;
 - (3) Complaint handling, emergency management, record keeping and other general administrative activities;
 - (4) Assessment collection, expense disbursement and other financial operations;
 - (5) Insurance, bond, security services and other risk management activities;
 - (6) Design review and construction inspection of alterations to the property improvements;
 - (7) Maintenance of common areas and the exterior of lots; and
 - (8) Supplementary security.

- B. Service Agreement. Any such association management service shall be at the option of the Community Association and the neighborhood association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.
- C. Basis of Management Services. The Community Association and its officers, committees, employees and contractors shall perform any such Association management service as the agent of the neighborhood association being served and in accordance with the governing documents, programs, budgets and other policies of the neighborhood association.

11. ARTICLE XI - GENERAL PROVISIONS

A. Public Facilities.

- (1) In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise be available, Developer is hereby authorized and empowered by authority of the owners, when Developer, in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other persons for the installation of a water supply system, irrigation water system, mosquito control facilities, fire fighting facilities, a gas system, a sewage disposal plant and sanitary sewer system, cable tv or central dish, and any other facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the Community Association pursuant to Article IV. Any services provided by Developer hereunder and any facilities owned by Developer may, in Developer's discretion, be transferred to the Community Association. Owners of lots are not permitted to use any outside services if such services are provided by the Developer or the Community Association pursuant to this Article or Article IV.
- (2) Each owner shall install, subject to the written approval of Developer and the Community Association, if applicable, all sewer connections so that direct connections can be made to the nearest street, alley, main or collection lines and the plan for such sewer connection shall be submitted to Developer and the Community Association, if applicable, for approval prior to commencement of said construction. No owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of Developer and the Community Association and, if permission is granted, the owner may be required to connect to central potable or irrigation

water system when available and thereafter to discontinue any private well or system. The Community Association or the Developer, whichever is applicable, in its sole judgment, shall determine when an owner must connect to central potable or irrigation water systems and disconnect any private system.

- B. Declaration and General Protective Covenants Run with the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the Developer or any owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from:

- (1) The date this Declaration is recorded; or
- (2) The date of the last addition of land to Talon Bay or the Properties in accordance with the provisions of Article III, whichever is later, but not more than thirty-five (35) years from the date of this Declaration, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of five (5) years, unless an instrument signed by the then owners of lots assigned at least sixty percent (60%) of the property units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

- C. Commencement and Completion of Construction.

- (1) After a lot is sold by Developer, construction shall commence thereon within a reasonable time in accordance with the plans and specifications approved by the Developer.
- (2) Once construction has begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then Developer and the Community Association shall have the right to notify the owner of its intentions herein, enter the lot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of Developer and the Community Association and may include but not be limited to aesthetic grounds. The owner shall be liable for all costs incurred in such action as provided in Section 3.07.

- D. Non-liability of Developer. The Developer shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any person other than itself.
- E. Amendment. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Developer may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially conflict with the master development plan.
- F. Other Documents. Developer, the Community Association, any neighborhood association or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration which shall prevail in all events of conflict.
- G. Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.
- H. Dissolution. In the event of dissolution of the Community Association, in accordance with the terms of its Articles of Incorporation, each lot shall continue to be subject to the annual assessment specified in Article VII and each owner shall continue to be personally obligated to Developer or the successor or assigns of the Community Association as the case may be, for such assessment to the extent that such Assessments are required to enable Developer or any such successor or assign acquiring any real property previously owned by the Community Association to properly maintain, operate and preserve it. The provisions of this Section shall only apply with regard to the maintenance, operation and preservation of property which has been Community Association common area and continues to be so used, as otherwise provided for in Article IV for the common use, enjoyment and benefit of the owners.
- I. Gender. Unless the context clearly requires otherwise, the singular number shall include the plural, the plural number shall include the singular, and any gender shall not affect the construction of this Declaration.

J. Notices.

- (1) To Developer. Notices to Developer as may be required herein shall be in writing and delivered or mailed to Developer at its prospective place of business as shown on the records of the Secretary of State of Florida, or at any other location designated by Developer.
- (2) To Community Association. Notices to the Community Association as may be required herein or the Bylaws of the Community Association shall be in writing and delivered or mailed to the Community Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Community Association.
- (3) To Owner. Notice to any owner of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the owner at the address shown on the tax rolls of Sarasota County, Florida, or if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of Sarasota County, Florida.

K. Construction and Conflicting Provision. The provisions of this Declarations shall be liberally interpreted and construed to provide maximum flexibility consistent with the master development plan and the purposes set forth herein, including the preamble. In the event of a conflict or inconsistency among governing documents applicable to the Community Association or neighborhood association, as the case may be, to the extent permitted by law, this Declaration and any supplementary declaration, in that order, shall control. In the event of a conflict or inconsistency between the Community Association and neighborhood association governing documents, to the extent permitted by law, the Community Association governing documents shall control. Any governing document's lack of a provision with respect to a matter for which provision is made in another governing document shall not be deemed a conflict or inconsistency between such governing documents.

IN WITNESS WHEREOF, Talon Bay Properties, LLC, a Florida limited liability company, does hereby execute this Declaration in its name by its undersigned authorized officers and affixes its corporate seal hereto this 19th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Witness
Printed Name: Michael R. McKinley
Witness
Printed Name: David C. Huriba

Talon Bay Properties, LLC., a Florida
limited liability company,
By: _____
Peter Shipps, as its Manager

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 19 day of May, 2004, by Peter Shipps, as Manager of Talon Bay Properties, LLC, a Florida limited liability company. He is personally known to me, or produced his Florida driver's license as identification and did take an oath.

Notary Public



Scott W. Dunklap
MY COMMISSION # DD054690 EXPIRES
September 4, 2005
BONDED THRU TROY FAIN INSURANCE, INC.

✓
RETURN TO:
MCKINLEY, ITTERSAGEN,
GUNDERSON & BERNTSSON, P.A.
18401 Murdock Circle
Port Charlotte, FL 33948-1088

Rec. \$ 78.00
lll

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on October 14, 2002, as shown by the records of this office.

The document number of this corporation is N02000007865.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004117636 9 PGS
2004 JUN 17 04:42 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#489063



2004117636

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of October, 2002



CR2EO22 (7-02)

Jim Smith
Jim Smith
Secretary of State

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 OCT 14 PM 2:37

**ARTICLES OF INCORPORATION OF
TALON BAY PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation for Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation (the "Association").

PREAMBLE

Talon Bay Properties, LLC, a Florida limited liability company, (hereinafter referred to as "Developer"), owns certain property in Sarasota County, Florida (the "Property"), and intends to execute and record a Community Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay (the "Declaration") which will affect the Property. The Association is being formed to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Sarasota County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE 1. - NAME AND ADDRESS

The name of the corporation is Talon Bay Property Owners Association, Inc. The initial address of the principal office of the Association and the initial mailing address of the Association is 13035-A Tamiami Trail, North Port, Florida, 34287.

ARTICLE 2. - PURPOSE

The purposes for which the Association is organized are to operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes; to enforce and exercise the duties of the Association as provided in the Declaration; and to promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE 3. - POWERS AND DUTIES

The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and shall have the powers and duties to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, including but not limited to, the following:

1. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

2. To make and collect Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.
3. To enforce the provisions of the Declaration, these Articles, and the Bylaws.
4. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, Surface Water Management System, Lots, Units and other property under the jurisdiction of the Association.
5. To grant and modify easements, and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.
6. To borrow money for the purposes of carrying out the powers and duties of the Association.
7. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the Developer.
8. To obtain insurance as provided by the Developer.
9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible, or to contract with others for the performance of such obligations, services and duties.
10. To sue and be sued.

ARTICLE 4. - MEMBERS

The members of the Association shall be all of the record owners of Lots within Talon Bay. Membership shall be established as to each Lot upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Lot, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Property is located of the deed or other instrument establishing the acquisition and designating the Lot affected thereby, the new Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Owner as to the Lot designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Lot. Prior to the recording of the Declaration, the incorporator shall be the sole member of the Association.

The share of each member in the funds and assets of the Association, and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that membership is established.

On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot. In the event any Lot is owned by more than one person or by an entity, the vote for such Lot shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned. In addition to the foregoing, Developer shall have three votes for each vote of any member other than Developer so long as Developer is entitled to appoint the Directors of the Association.

The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

ARTICLE 5. - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 6. - DIRECTORS

The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be members of the Association.

All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

The Developer shall have the right to appoint all of the directors until Developer has conveyed all of the Lots within the Property. The Developer may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the members. When the Developer no longer owns any Lot within the Property, all of the directors shall be elected by the members in the manner provided in the Bylaws.

Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the Developer is entitled to appoint the directors.

The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

- | | | |
|-----|-----------------|--|
| (1) | Peter E. Shippo | 13035-A Tamiami Trail
North Port, Florida 34287 |
| (2) | Linda Ross | 13035-A Tamiami Trail
North Port, Florida 34287 |
| (3) | Margaret Marren | 13035-A Tamiami Trail
North Port, Florida 34287 |

ARTICLE 7. - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

Peter E. Shippo	President, Vice President, Secretary and Treasurer
-----------------	--

ARTICLE 8. - INDEMNIFICATION

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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the 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, if he had no reasonable cause to believe this conduct was unlawful; except, that no indemnification shall be made in respect to 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 duties to the Association unless and only to the extent that the court in which the 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 the 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, in and 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, that he had no reasonable cause to believe that his conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to hereinabove, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise, and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was service at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

ARTICLE 10. - AMENDMENTS

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

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Association.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.
5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements has been satisfied.
6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all Institutional Lenders holding mortgages upon the Lots. No amendment shall be made that is in conflict with the Developer. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to these Articles.
7. No amendment to these Articles shall be made which discriminates against any Owner, or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.
8. Upon the approval of an amendment to these Articles, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Property is located.

ARTICLE 11. - DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded Declaration unless made in accordance with the provision of such Declaration.

ARTICLE 12. - FHA/VA APPROVAL

If any mortgage encumbering any Unit is guaranteed or insured by the Federal Housing Administration or by the Veterans Administration, then upon written demand to the

Association by either such agency, the following actions, if made by Developer or if made prior to the completion of 75% of the Units which may be built within the Property, must be approved by either such agency: (i) any annexation of additional property, except for any property specifically identified in the Developer; (ii) any merger or consolidation of the Association; (iii) any mortgaging or dedication of any Common Area; (iv) any dissolution of the Association; and (v) any amendment of these Articles, except for an amendment made to correct errors or omissions, or required by any Institutional Lender so that such lender will make, insure or guarantee mortgage loans for the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any such action to Developer or to the Association within 20 days after a request for such approval is delivered to the agency by certified mail, return receipt request, or equivalent delivery, and such approval may be conclusively evidenced by a certificate of Developer or the Association that the approval was given or deemed given.

ARTICLE 13. - INCORPORATOR

The name and street address of the incorporator is:

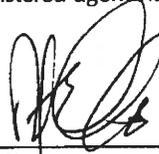
Peter E. Shipps

13035-A Tamiami Trail
North Port, Florida 34287

ARTICLE 14. - REGISTERED OFFICE AND NAME OF REGISTERED AGENT

The initial registered office of the Association shall be 18401 Murdock Circle, Port Charlotte, Florida 33948. The initial registered agent of the Association at that address is Michael R. McKinley.

WHEREFORE, the incorporator and the initial registered agent have executed these Articles on this 11th day of October, 2002.



Peter E. Shipps, Incorporator

STATE OF FLORIDA
COUNTY OF CHARLOTTE

SWORN TO AND SUBSCRIBED before me this 11th day of October, 2002 by
Peter E. Shipps, who is personally known to me.

(SEAL)



Laura L. Long
MY COMMISSION # CC820343 EXPIRES
March 23, 2003
BONDED THRU TROY FARM INSURANCE, INC.

Laura L. Long
Notary Public

By executing these Articles, the undersigned registered agent accepts the appointment
as registered agent and states that the undersigned is familiar with, and accepts, the obligations
of that position.

Michael R. McKinley
Michael R. McKinley

STATE OF FLORIDA
COUNTY OF CHARLOTTE

SWORN TO AND SUBSCRIBED before me this 11th day of October, 2002 by
Michael R. McKinley, as Registered Agent, who is personally known to me.

(SEAL)



Laura L. Long
MY COMMISSION # CC820343 EXPIRES
March 23, 2003
BONDED THRU TROY FARM INSURANCE, INC.

Laura L. Long
Notary Public

RETURN TO:
MCKINLEY, ITTERSAGEN,
GUNDERSON & BERNTSSON, P.A.
18401 Murdock Circle
Port Charlotte, FL 33948-1088

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004117637 8 PGS
2004 JUN 17 04:42 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#489063

BYLAWS

of

TALON BAY
PROPERTY OWNERS ASSOCIATION, INC.

a Florida corporation not-for-profit



TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter "Association"), does hereby adopt the following as its Bylaws:

1. **IDENTITY AND DEFINITIONS:** The Association has been organized for the purpose of ownership, operation, improvement and management of certain of the common areas of the development known as "TALON BAY" (hereinafter the "Development"), to enforce the declarations, covenants, conditions and restrictions described below, and to promote the health, safety and welfare of the owners of property within said Development. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorizations contained in the Community Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay (hereinafter referred to as "Declaration") executed by Talon Bay Properties, LLC, a Florida limited liability company, (hereinafter "Developer") which has been recorded in the Public Records of Sarasota County, Florida, and as the same may be amended from time to time. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined therein.
2. **LOCATION OF PRINCIPAL OFFICE:** The principal office of the Association shall be located at 13035-A Tamiami Trail, North Port, Florida 34287, or at such other place as may be established by resolution of the Board of Directors of the Association.
3. **MEMBERSHIP, VOTING, QUORUM AND PROXIES:**
 - A. 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 Association's Articles of Incorporation.
 - B. 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's Class A and Class B members as determined in the manner set forth in the Association's Articles of Incorporation.

- C. Except as provided hereinabove, 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 designated time of the meeting.
 - D. The number of votes to which any member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than sixty (60) days or less than thirty (30) days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date which is forty-five (45) days prior to the date of such meeting. The determination of the number of votes to which any member is entitled as of the record date shall be final, and no conveyance or acquisition of any unit, lot or parcel arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.
 - E. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or 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's Class A and Class B members represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.
 - F. 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 Declaration to the person or entity shown by the Association's records to be 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.
4. **ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP:**
- A. An annual meeting of the membership of the Association shall be held each year during September or such other month as the Board of Directors may determine. The date, time and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.
 - B. 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 one half of the total votes of the Association.

- C. Each member of the Association shall be privileged to attend the annual and special meetings of members of the Community Association even though his vote may be cast only through the voting delegate.
- D. Notices of all members' meetings, annual or special, shall be given by the President, Vice President or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed and shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than twenty (20) days nor more than thirty (30) days prior to the date set for such meeting. 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 mails, postage prepaid addressed to the member at his post office address as 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 equivalent to the giving of such notice to such member or voting delegate.
- E. If any member's 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 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.
- F. At meetings of the membership, the President or, in his absence, the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

5. BOARD OF DIRECTORS:

- A. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. 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.
- B. 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, except that Developer, to the exclusion of other members and the Board

itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Directors appointed by Developer. A director appointed to fill a vacancy, whether by the Board or Developer, 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.

6. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS:**

A. The Board of Directors shall have power to:

- (1) Call meetings of the members.
- (2) 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.
- (3) Establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- (4) Adopt and publish rules and regulations governing the use of the common areas of the development or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
- (5) 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.
- (6) Appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.
- (7) To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or in the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs.
- (2) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (3) With regard to the assessments of the Association, to:
 - a. Fix the amount of the assessment against each member for each fiscal year in accordance with the provisions of the Declaration; and
 - b. Prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and
 - c. Send written notice of each assessment to every member or voting delegate entitled thereto.
- (4) Issue or cause an appropriate officer to issue, upon demand by any member, a certificate in recordable form setting forth whether any assessment has been paid, and if not, the amount then due and owing. Such certificate shall, in the absence of fraud, be conclusive evidence of payment of any assessment therein stated to have been paid.
- (5) Make payment of all ad valorem taxes assessed against Association property, real or personal.
- (6) Pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.
- (7) Enforce by appropriate legal means the provisions of the declaration, the Articles of Incorporation and these Bylaws.

7. MEETINGS OF DIRECTORS:

- A. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.
- B. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.
- C. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

- D. Notice of regular or special meetings of the Board shall be given to each Director, personally or by telephone or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.
- E. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

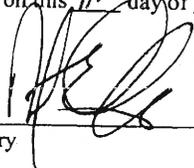
8. **OFFICERS:**

- A. The officers of the Association shall be a President, a Vice President, a 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.
- B. 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 is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier death, resignation or removal.
- C. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.
- D. 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.
- E. 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 all other written instruments.
- F. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one 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.

- G. 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 purposes. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all the members of the Association and their addresses as registered by such members.
 - H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and 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.
 - I. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.
9. **FISCAL MANAGEMENT:** The provisions for fiscal management of the Association, as set forth in the Declaration and Articles of Incorporation, shall be supplemented by the following provisions:
- A. The fiscal year of the Association shall be the calendar year.
 - B. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event Association's reserves are insufficient to cover expenditures for capital improvements or replacements.
 - C. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.
 - D. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

- E. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.
- F. Fidelity Bonds may be required by the Board of Directors from all officers and employees of the Association and from any contract 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 shall be a common expense of the Association.
- 10. **OFFICIAL SEAL:** The Association shall have an official seal, which shall be in circular form bearing the name of the Association, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
- 11. **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.
- 12. **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 Developer shall be effective without the written consent of Developer.

The foregoing were adopted as the Bylaws of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on this 11th day of October, 2002.



Secretary

P. Laura Clients Shipp's Talon Bay Bylaws
October 9, 2002

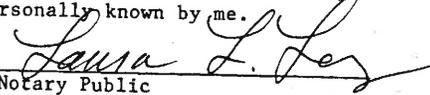
STATE OF FLORIDA
COUNTY OF CHARLOTTE

SWORN TO AND SUBSCRIBED before me this 11th day of October, 2002 by Peter E. Shipp, as President, Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, who is personally known by me.

(SEAL)



Laura L. Long
MY COMMISSION # DD199803 EXPIRES
April 3, 2007
BOANDED THRU TROY FARM INSURANCE INC



Notary Public

RETURN TO
ALM MANAGEMENT CORP
8323 CANNOLOT BLVD
PORT CHARLOTTE, FL 33948



This Instrument Prepared By:
Michael R. McKinley Esq.
McKinley, Ittersagen, Gunderson & Berntsson, P.A.
21175 Olean Boulevard
Port Charlotte, Florida 33952

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006041489 2 PGS
2006 MAR 06 12:08 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#756308

**FIRST SUPPLEMENTAL COMMUNITY DECLARATION
OF GENERAL PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TALON BAY UNIT TWO**

THIS FIRST SUPPLEMENTAL COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY UNIT TWO (the "Supplemental Declaration") is made this 16 day of February, 2006, by Talon Bay Properties, LLC, a Florida limited liability company (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY was executed by Developer on May 19, 2004, and recorded on May 26, 2004, as Instrument Number 2004102050 of the Public Records of Sarasota County, Florida (the "Declaration"), and the terms used as defined terms herein without definitions shall have the same meaning ascribed to them in the Declaration.

WHEREAS, Article III of the Declaration permits and the Developer desires to file and record this Supplemental Declaration hereto for the purpose of subjecting real property owned or operated by Developer to the terms, provisions and effect of the Declaration.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby makes and declares the following Supplemental Declaration:

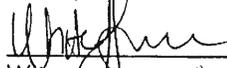
1. The Developer hereby subjects the following real property to the terms, provisions, and effect of the Declaration:

All of TALON BAY UNIT TWO, according to the plat thereof, as recorded in Plat Book 45, Page 46, of the Public Records of Sarasota County, Florida. 46 H

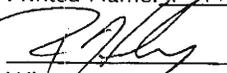
2. The Developer hereby amends the Declaration to provide that the land referred to in Paragraph 1 hereinabove is and shall be subject to all of the terms and conditions of the Declaration.

IN WITNESS WHEREOF, Talon Bay Properties, LLC, a Florida limited liability company, does hereby execute this Supplemental Declaration in its name by its undersigned authorized officers and affixes its corporate seal hereto this 16 day of February 2006.

Signed, Sealed and Delivered
in the presence of:

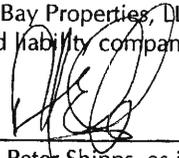


Witness
Printed Name: Whitney Freeman



Witness
Printed Name: ROBERT E LEE HALEY

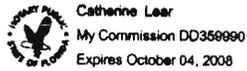
Talon Bay Properties, LLC., a Florida
limited liability company,

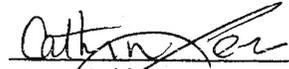
By: 

Peter Shipps, as its Manager

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 16 day of February 2006, by Peter Shipps, as Manager of Talon Bay Properties, LLC, a Florida limited liability company. He is personally known to me, or produced his Florida driver's license as identification and did take an oath.





Notary Public



RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2006112111 3 PGS
 2006 JUN 19 12:46 PM
 KAREN E. RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA
 ATHOMAS Receipt#797955

✓ This Instrument Prepared By:
 Michael R. McKinley Esq.
 McKinley, Ittersagen, Gunderson & Berntsson, P.A.
 21175 Olean Boulevard
 Port Charlotte, Florida 33952

**SECOND AMENDMENT TO THE COMMUNITY DECLARATION
 OF GENERAL PROTECTIVE COVENANTS, CONDITIONS
 AND RESTRICTIONS FOR TALON BAY**

THIS SECOND AMENDMENT TO THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY (the "Second Amendment") is made this 9th day of June, 2006, by Talon Bay Properties, LLC, a Florida limited liability company (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY was executed by the Developer on May 19, 2004, and recorded on May 26, 2004, as Instrument Number 2004102050 of the Public Records of Sarasota County, Florida, (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration was amended by the FIRST SUPPLEMENTAL COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY, executed by the Developer on February 16, 2006, and recorded on March 6, 2006, as Instrument Number 2006041489 of the Public Records of Sarasota County, Florida; and

WHEREAS, Article XI, Section E, of the Declaration, as amended, provides that Developer may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the convents, conditions, restrictions and other provisions of the Declaration so long as the same do not substantially conflict with the master development plan; and

WHEREAS, Developer wishes to amend Article VIII, Section D(1), Article V, Section A, and Article IX, Section R, of the Declaration which amendments do not substantially conflict with the master development plan.

NOW THEREFORE, pursuant to the authority of Article XI, Section E, of the Declaration, as amended, the Developer hereby amends the Declaration as follows:

1. Article VIII, Section D(1) entitled "Commencement of Annual Assessments" is amended as follows (additions are indicated by underlining and deletions are indicated by ~~strikeouts~~):

D. Commencement of Annual Assessments.

(1) Except as provided below, annual assessments levied shall commence on the first day of the month following:

a. ~~As to residential lots, Except for lots conveyed by the Developer to "Approved Builders," as defined below, annual assessments levied against each lot shall commence on the first day of the month after the conveyance of the lot by the Developer to an owner. For lots conveyed by the Developer to Approved Builders, annual assessments levied against such lots shall commence on the first day of the month after the conveyance of the lot to an owner by the Approved Builder or upon substantial completion of a home on the lot, which ever occurs first, after the lot is sold by the person who constructed the improvements on the lot, when the lot is actually used for residential purpose, or one (1) year after the issuance of a certificate of occupancy for such lot, whichever occurs first; and As used herein, the term "Approved Builder" shall mean an entity who has entered into a contract with the Developer which designates such entity as an "Approved Builder" for purposes of this section.~~

b. ~~As to commercial lots, no sooner than one (1) year after the recordation of this Declaration in the Official Records of Sarasota County, Florida.~~

2. Article V, Section A, entitled "Maintenance of the Community Association Property and Common Areas" is amended as follows (additions are indicated by underlining and deletions are indicated by ~~strikeouts~~):

A. Maintenance of the Community Association Property and Common Areas. The Community Association shall be responsible for maintenance and repair of the following:

...

(5) On a monthly basis and after every major storm, the Community Association or its agents shall check for any bank erosion along the Myakkahatchee Creek for path erosion problems caused by the construction and use of the Canoe/Kayak Launch facility, and shall take any corrective actions required to quickly to restabilize the bank and path. On a weekly basis, the Community Association or its agents will empty the trash cans provided at the grass parking area and pickup and properly dispose of any trash in the parking area, access trail, launch area and surrounding banks.

3. Article IX, Section R, entitled "Water Management and Drainage Areas" is amended as follows (additions are indicated by underlining and deletions are indicated by ~~strikeouts~~):

R. Water Management, Conservation Easement and Drainage Areas.

...

(6) The Community Association owns the property described in that certain Conservation Easement, recorded on July 14, 2004, as Instrument Number 2004136588 of the Public Records of Sarasota County, Florida, (hereinafter referred to as the "Conservation Easement Area"). The use of motorized boats and any other types of motorized water vessels is strictly prohibited in the Conservation Easement Area. In addition, the harvesting or harassment of protected plants and wildlife within the Conservation Easement Area, littering, camping or any other activities that may cause water quality degradation in the Myakkahatchee Creek are all strictly prohibited.

With the exception of this Second Amendment, all other terms and conditions of the Declaration, as previously amended and supplemented, shall remain in full force and effect.

IN WITNESS WHEREOF, Talon Bay Properties, LLC, a Florida limited liability company, does hereby execute this Second Amendment in its name by its undersigned authorized officer this 19th day of June, 2006.

Signed, Sealed and Delivered
in the presence of:

[Signature]
Witness
Printed Name: ROBERT HALEY
Rebecca Ross
Witness
Printed Name: Rebecca A. Ross

Talon Bay Properties, LLC, a Florida
limited liability company

By: [Signature]
Peter Shipps, as its Manager

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 19th day of June, 2006, by Peter Shipps, as Manager of Talon Bay Properties, LLC, a Florida limited liability company. He is personally known to me, or produced his Florida driver's license as identification and did not take an oath.



Kelly Suzanne Harris
Notary Public

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009105899 6 PGS
2009 AUG 26 03:14 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KONESS Receipt#1196751

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
712 Shamrock Blvd.
Venice, FL 34293

CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF



TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

TALON BAY PROPERTY OWNERS ASSOCIATION, INC., its address being
c/o Gateway Management, Inc., P.O. Box 380758, Murdock, FL 33938, by the hands of
the undersigned hereby certify that:

The Community Declaration of General Protective Covenants, Conditions,
and Restrictions for Talon Bay is recorded in Official Record Instrument No. 2004102050
of the Public Records of Sarasota County, Florida. The following amendments to the
Bylaws were submitted to the entire membership of the Board of Directors at its meeting
called and held on the 17 day of ^{August} ~~July~~, 2009, and approved by affirmative vote in excess
of a majority of the total voting interests of the Directors present at the Board of Directors
meeting as required by the Bylaws

1. Article 5, Board of Directors, is hereby amended to add Paragraph C, to read as
follows:

C. Staggered Board Terms.

1. Commencing with the 2009 Annual Members' Meeting, at which at least five (5) Directors will be elected, the three (3) Directors receiving the highest number of votes shall serve two (2) year terms, and the other two (2) elected Directors shall serve one (1) year terms. At each annual meeting of members thereafter, so long as five (5) or more Directors are present on the Board, Directors shall be elected for two (2) year terms to fill the vacancies of those Directors whose terms are then expiring.

Ret. to
KANETSKY, MOORE & DEBOER, P.A.
ATTORNEYS AT LAW
P.O. BOX 1767
VENICE, FL 34284-1767

2. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

2. Article 6, Powers and Duties of the Board of Directors, is hereby amended to add Paragraph A(8), to read as follows:

(8) Authority of Board of Directors to Levy Fines.

(a) Compliance Committee. The Board of Directors shall establish a Compliance Committee. The Compliance Committee shall consist of no less than three (3) nor more than five (5) Lot Owners, none of whom shall be an Officer or a Director, nor the spouse or a family member of an Officer or a Director. The requirements for qualification as a Compliance Committee members include maintaining a current status in their assessment obligations and maintaining their lot in compliance with the terms contained in this Declaration.

(b) The Association may levy reasonable fines against a homesite for failure of the Owner of the homesite or its occupant, licensee, or invitee to comply with any provision of the Declaration of Restrictions, the Bylaws, or the reasonable rules of the Association. No fine shall become a lien against a homesite. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the Owner and, if applicable, its licensee or invitee.

(c) The Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. The notice shall include:

(1) A statement of the date, time, and place of hearing;

(2) A statement of the provisions of the Declaration, the Bylaws, and lawfully adopted rules and regulations which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(d) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(e) Upon completion of the hearing or in the event the Lot Owner fails to attend the hearing, the Compliance Committee shall present to the Board of Directors a written statement outlining the action to be taken regarding the Lot Owner's alleged violation together with a recommended monetary fine amount. The Compliance Committee's written statement shall provide the Board of Directors with a recommended monetary fine amount for each incident determined by the Committee to constitute a failure to comply with the governing documents and the rationale supporting the recommendation. The Compliance Committee shall deliver a copy of the written statement to the Lot Owner, by regular mail or hand delivery, at the same time it is delivered to the Board.

(f) Upon the levying of any fine, the Board may collect such fines in one or more installments. Each day of violation shall be a separate violation.

(g) The affected Owner, whether the offending party or not, shall always be given notice of the hearing.

(h) In the event the Compliance Committee, by majority vote, does not approve suspension, it may not be imposed.

(i) In the event a fine is levied as a result of this process and the Lot Owner refuses or fails to pay the fine within thirty (30) days from the date the fine reaches the aggregate amount of \$1,000.00 for the violation(s), then the Board of Directors in its discretion is authorized to file a legal action in the Sarasota County Court system to collect the fine. All expenses incurred in collecting the fine, including but not limited to attorney's fees and costs, will be the Lot Owner's responsibility. In the event a Court Judgment is obtained and it is in proper form with a Certified copy recorded in the Public Records of Sarasota County, Florida, this Judgment is by Florida law considered a Judgment lien which is valid for a period of ten (10) years, unless extended as permitted by law. The Board of Directors in its discretion may institute

subsequent legal action as necessary to collect on the Judgment if the Lot Owner fails to voluntarily pay the same. In the event it is determined by the Board of Directors necessary to collect the Judgment lien, all attorney's fees and costs incurred by the Association in collection on the Judgment lien, together with statutory interest on the Judgment, shall be the Lot Owner's responsibility to pay.

3. Article 6, Powers and Duties of the Board of Directors, is hereby amended to add Paragraph A(9), to read as follows:

(9) To suspend the voting rights of a member for the non-payment of regular annual assessments that are delinquent in excess of ninety (90) days.

4. Article 6, Powers and Duties of the Board of Directors, is hereby amended to add Paragraph A(10), to read as follows:

(10) To suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities, subject to the following process:

(a) The Board of Directors shall afford an opportunity for hearing to the party against whom the suspension is sought, after reasonable notice of not less than fourteen (14) days. The notice shall include:

(1) A statement of the date, time, and place of hearing;

(2) A statement of the provisions of the Declaration, the Bylaws, and lawfully adopted rules and regulations which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the suspension may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(c) Upon completion of the hearing or in the event the Lot Owner fails to attend the hearing, the Compliance Committee shall present to the Board of Directors a written statement outlining the action to be taken regarding the Lot Owner's alleged violation together with a recommended suspension action. The Compliance Committee's written statement shall provide the Board of Directors with a recommended suspension action for each incident determined by the Committee to constitute a failure to comply with the governing documents and the rationale supporting the recommendation. The Compliance Committee shall deliver a copy of the written statement to the Lot Owner, by regular mail or hand delivery, at the same time it is delivered to the Board.

(d) The affected Owner, whether the offending party or not, shall always be given notice of the hearing.

(e) In the event the Compliance Committee, by majority vote, does not approve suspension, it may not be imposed.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 17th day of August, 2009.

ATTEST:

TALON BAY PROPERTY OWNERS
ASSOCIATION, INC.

By: Henry Carrell
Secretary

By: Theodore Allen
THEODORE ALLEN, President

WITNESSES:

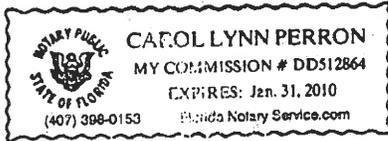
Kenneth A. Rust

Walter J. [Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared THEODORE ALLEN, as President and Nancy Carroll, as Secretary, of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Bylaws on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Bylaws and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 17th day of August, 2009.



My Commission Expires: Jan. 31, 2010

Carol Lynn Perron
Printed Name of Notary
Carol Lynn Perron
Notary Public
Commission # DD512864

100.00
underlying

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009105949 54 PGS
2009 AUG 26 04:02 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KONESS Receipt#1196797

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
712 Shamrock Blvd.
Venice, FL 34293

54



KANETSKY, MOORE & DeBOER, P.A.
ATTORNEYS AT LAW
P.O. BOX 1767
VENICE, FL 34284-1767
Ret. to →

CERTIFICATE OF AMENDMENT
TO THE
COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
TALON BAY

TALON BAY PROPERTY OWNERS ASSOCIATION, INC., its address being,
c/o Gateway Management, Inc., P.O. Box 380758, Murdock, FL 33938, by the hands
of the undersigned hereby certify that:

The Community Declaration of General Protective Covenants, Conditions and
Restrictions of TALON BAY is recorded in Official Instrument # 2004102050, et seq.,
of the Public Records of Sarasota County, Florida. The following amendments to the
General Protective Covenants, Conditions and Restrictions were submitted to the
entire membership of the Association. Pursuant to the requirements contained in
said Declaration, attached to this Certificate are the signatures of not less than a
sixty (60%) percent of the lot owners who signed an instrument prepared for the
purpose of indicating their consent to the amendment.

The amendments are as follows:

1. Article IX, Restrictions, Paragraph P(1), Use Restrictions, Pets and Animals, is
hereby amended to read as follows:

(1) Commonly accepted household pets such as dogs, cats and birds
may be kept in reasonable numbers on the property. However, no more
than two (2) dogs and cats, regardless of the combination, shall be
permitted to reside on each lot. All animals shall be contained on the
owner's lot and shall not be permitted to roam freely.

2. Article IX, Restrictions, is hereby amended to add Paragraph W, Leasing, to read as follows:

W. The dwelling may be rented or leased only after the Lot Owner obtains prior written approval from the Association. Only entire dwelling units shall be rented. No dwelling may be subdivided and partially rented. Leased dwelling occupancy shall only be by the lessee, his family and guests. The dwelling may not be leased or rented for a term of less than three consecutive months.

3. Article XI, General Provisions, Paragraph B, Declaration and General Protective Covenants Run with the Land, is hereby amended to read as follows:

B. Declaration and General Protective Covenants Run with the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the Developer or any owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from:

(1) The date this Declaration is recorded; or

(2) The date of the last addition of land to Talon Bay or the Properties in accordance with the provisions of Article III, whichever is later, but not more than thirty-five (35) years from the date of this Declaration, after which time these covenants, conditions, restrictions and other provisions shall automatically be extended for successive period of five (5) years, unless an instrument signed by the then owners of lots assigned at least sixty (60%) of the property units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

(3) Amendment. This Declaration may be amended at any time as follows:

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

b. Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the members of the Association.

c. Approval. This Declaration may be amended at any time and from time to time upon the approval of not less than two-thirds (2/3rds) of the members of the Association casting their vote, in person or by proxy, at a properly called members' meeting.

d. Certificate. A certificate of amendment shall be recorded in the Public Records of Sarasota County, certifying that such approval has been obtained. The certificate of amendment shall be executed by the president and secretary of the Association.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 17th day of August, 2009.

ATTEST:

TALON BAY PROPERTY OWNERS
ASSOCIATION, INC.,

By: Nancy Carroll
Secretary

By: Theodore Allen
THEODORE ALLEN, President

WITNESSES:

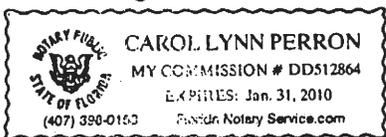
Kenneth A. Proust

Will T. Ambler

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared THEODORE ALLEN, as President and Nancy Carroll, as Secretary, of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Community Declaration of General Protective Covenants, Conditions and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Community Declaration of General Protective Covenants, Conditions and Restrictions and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 17th day of August, 2009.



Carol Lynn Perron
Printed Name of Notary
Carol Lynn Perron
Notary Public
Commission # DD512864

My Commission Expires: Jan. 31, 2010

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block A, Lot 11
dated this ____ day of _____, 200__

Mark Bell

Signature of Lot Owner
Print Name: MARK BELL

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 2
dated this 17 day of Aug, 2009

Mark Bell

Signature of Lot Owner
Print Name: MARK BELL

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 4
dated this 17 day of Aug, 2009

Nancy Carroll Trustee

Signature of Lot Owner
Print Name: NANCY CARROLL - TRUSTEE

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 1
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 3
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 5
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Robyn Lucia
Signature of Lot Owner
Print Name: Robyn Lucia

Patricia Lucia
Signature of Lot Owner
Print Name: Patricia Lucia

Owner(s) of Block B, Lot 6
dated this 12 day of August, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 7
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 8
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 9
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 10
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 11
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 12
dated this ____ day of _____, 200__

Owner(s) of Block B, Lot 13
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Kenneth M Krause
Signature of Lot Owner
Print Name: Kenneth M Krause

Signature of Lot Owner
Print Name: _____

Linda D. Krause
Signature of Lot Owner
Print Name: Linda D. Krause

Owner(s) of Block B, Lot 14
dated this ____ day of _____, 200__

Owner(s) of Block B, Lot 15
dated this 17th day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Dallas D Berg
Signature of Lot Owner
Print Name: Dallas D Berg

Signature of Lot Owner
Print Name: _____

Mona Berg
Signature of Lot Owner
Print Name: Mona BERG

Owner(s) of Block B, Lot 16
dated this ____ day of _____, 200__

Owner(s) of Block B, Lot 17
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 18
dated this ____ day of _____, 200__

Owner(s) of Block B, Lot 19
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block B, Lot 20
dated this ____ day of _____, 200__

Owner(s) of Block C, Lot 1
dated this ____ day of _____, 200__



Signature of Lot Owner
Print Name: MARK CERLIN

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block C, Lot 11
dated this 17 day of Aug, 20008

Owner(s) of Block C, Lot 12
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block C, Lot 13
dated this _____ day of _____, 200__

Owner(s) of Block C, Lot 14
dated this _____ day of _____, 200__

Alfred L. Ulakina

Signature of Lot Owner

Print Name: ALFRED L. ULAKINA

John M. Keil

Signature of Lot Owner

Print Name: _____

Owner(s) of Block C, Lot 15
dated this 17 day of AUG, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block C, Lot 16
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block C, Lot 17
dated this _____ day of _____, 200__

Owner(s) of Block C, Lot 18
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block C, Lot 19
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

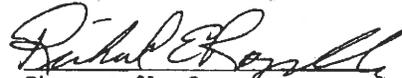
Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 1
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 3
dated this _____ day of _____, 200__


Signature of Lot Owner
Print Name: Richard E. Rozelle


Signature of Lot Owner
Print Name: Kulani Rozelle

Owner(s) of Block C, Lot 20
dated this 2nd day of August, 2009


Signature of Lot Owner
Print Name: DONALD W. SMITH JR.


Signature of Lot Owner
Print Name: Michael C. Smith

Owner(s) of Block D, Lot 2
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 4
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 5
dated this _____ day of _____, 200__

Owner(s) of Block D, Lot 6
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 7
dated this _____ day of _____, 200__

Owner(s) of Block D, Lot 8
dated this _____ day of _____, 200__

William T Archibald

Signature of Lot Owner
Print Name: *William T Archibald*

Signature of Lot Owner
Print Name: _____

Beverly L Archibald

Signature of Lot Owner
Print Name: *Beverly L Archibald*

Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 9
dated this *17* day of *August*, 200*9*

Owner(s) of Block D, Lot 10
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block D, Lot 11
dated this _____ day of _____, 200__

Joan I. Luciano

Signature of Lot Owner
Print Name: JOAN LUCIANO

K. Gaylan

Signature of Lot Owner
Print Name: KEN GAYLAN

Owner(s) of Block J, Lot 1
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 3
dated this _____ day of _____, 200__

Therese A. Allen, Trustee

Signature of Lot Owner
Print Name: Therese A. Allen, Trustee

Diane L. Allen, Trustee

Signature of Lot Owner
Print Name: Diane L. Allen, Trustee

Owner(s) of Block D, Lot 12
dated this 17 day of August, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 2
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 4
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

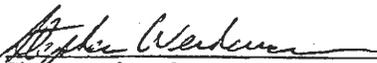
Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 5
dated this _____ day of _____, 200__

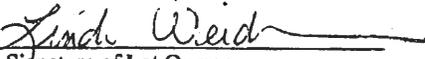
Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 7
dated this _____ day of _____, 200__

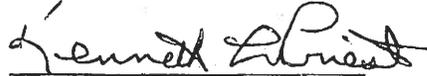


Signature of Lot Owner
Print Name: Stephen Weideman

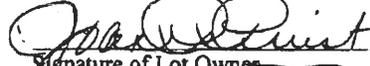


Signature of Lot Owner
Print Name: LINDA WEIDEMAN

Owner(s) of Block J, Lot 9
dated this 19 day of AUG, 2009



Signature of Lot Owner
Print Name: Kenneth L. Priest



Signature of Lot Owner
Print Name: Joant Priest

Owner(s) of Block J, Lot 6
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 8
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 10
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 11
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 13
dated this ____ day of _____, 200__

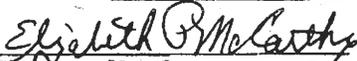
Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 15
dated this ____ day of _____, 200__



Signature of Lot Owner
Print Name: John McCarthy



Signature of Lot Owner
Print Name: Elizabeth McCarthy

Owner(s) of Block J, Lot 12
dated this 17 day of Aug., 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 14
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 16
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 17
dated this ____ day of _____, 200__

Owner(s) of Block J, Lot 18
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 19
dated this ____ day of _____, 200__

Owner(s) of Block J, Lot 20
dated this ____ day of _____, 200__

Harry C. Wissler, TTEE
Signature of Lot Owner
Print Name: HARRY C. WISSELER JR

Signature of Lot Owner
Print Name: _____

Jeanette M. Wissler, TTEE
Signature of Lot Owner
Print Name: JEANETTE M. WISSELER TTEE

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 21
dated this 17 day of Aug, 2009.

Owner(s) of Block J, Lot 22
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block J, Lot 23
dated this ____ day of _____, 200__

Owner(s) of Block J, Lot 24
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Lorraine M Gardner
Signature of Lot Owner
Print Name: LORRAINE M GARDNER

Signature of Lot Owner
Print Name: _____

James Gardner
Signature of Lot Owner
Print Name: JAMES GARDNER

Owner(s) of Block J, Lot 25
dated this ____ day of _____, 200__

Owner(s) of Block J, Lot 26
dated this 7 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Joan C. Landier
Signature of Lot Owner
Print Name: JOAN C. LANDIER

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 1
dated this ____ day of _____, 200__

Owner(s) of Block K, Lot 5
dated this 17 day of 8, 2009

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

George Sivulka

Signature of Lot Owner

Print Name: GEORGE Sivulka

Helena Sivulka

Signature of Lot Owner

Print Name: HELENA Sivulka

Owner(s) of Block K, Lot 6
dated this 17 day of NOV., 2009

C. Patricia Kralle

Signature of Lot Owner

Print Name: C. PATRICIA KRALLE

Signature of Lot Owner

Print Name: _____

Owner(s) of Block K, Lot 15
dated this 17 day of Aug. 2009

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 16
dated this ___ day of _____, 200__

Owner(s) of Block K, Lot 17
dated this ___ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 18
dated this ___ day of _____, 200__

Owner(s) of Block K, Lot 21
dated this ___ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 22
dated this ____ day of _____, 200__

Owner(s) of Block K, Lot 23
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 24
dated this ____ day of _____, 200__

Owner(s) of Block K, Lot 25
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 26
dated this ____ day of _____, 200__

Owner(s) of Block K, Lot 27
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 28
dated this ____ day of _____, 200__

Owner(s) of Block K, Lot 29
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 30
dated this ____ day of _____, 200__

Owner(s) of Block K, Lot 31
dated this ____ day of _____, 200__



Signature of Lot Owner
Print Name: RAY GALEVICH

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block K, Lot 32
dated this 19 day of AUG, 2009

Owner(s) of Block M, Lot 1
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block M, Lot 2
dated this _____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block M, Lot 4
dated this _____ day of _____, 200__

Carl Bangora
Signature of Lot Owner
Print Name: CARL BANGORA

Mary Bangora
Signature of Lot Owner
Print Name: MARY BANGORA

Owner(s) of Block M, Lot 6
dated this 17 day of AUG, 2009

Gary Ferguson
Signature of Lot Owner
Print Name: GARY FERGUSON

Bobbie Ferguson
Signature of Lot Owner
Print Name: Bobbie Ferguson

Owner(s) of Block M, Lot 3
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: M. SILVESTRI

Margaret Silvestri
Signature of Lot Owner
Print Name: _____

Owner(s) of Block M, Lot 5
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 1
dated this _____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Theresa E Jackman TT

Signature of Lot Owner

Print Name: Theresa E. Jackman TT

Ralph J Jackman TT

Signature of Lot Owner

Print Name: Ralph JACKMAN

Owner(s) of Block N, Lot 2
dated this ___ day of ___, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 4
dated this ___ day of ___, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 6
dated this ___ day of ___, 200__

Elizabeth M Rumick

Signature of Lot Owner

Print Name: Elizabeth Rumick

Michael Rumick

Signature of Lot Owner

Print Name: Michael Rumick

Owner(s) of Block N, Lot 3
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 5
dated this ___ day of ___, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 7
dated this ___ day of ___, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 8
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 10
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 12
dated this ____ day of _____, 200__



Signature of Lot Owner
Print Name: Mercedes Anderson

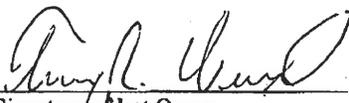
Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 9
dated this 17 day of Aug, 2009

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 11
dated this ____ day of _____, 200__



Signature of Lot Owner
Print Name: TERRY R. WRIXEL

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 13
dated this ____ day of _____, 200__

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST

INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 14
dated this ____ day of _____, 200__

Owner(s) of Block N, Lot 15
dated this ____ day of _____, 200__

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Owner(s) of Block N, Lot 16
dated this ____ day of _____, 200__

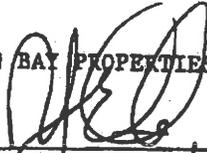
TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
OWNER'S SIGNATURE LIST
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W), ARTICLE XI (B)
OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF TALON BAY

TALON BAY PROPERTIES, LLC

By:

Signature of Lot Owner

Print Name:


MANAGING MEMBER
PETER C. STAMPS, MANAGING MEMBER

Signature of Lot Owner

Print Name:

Owner(s) of Block A, Lot(s) 1-10; Block C, Lot(s) 2-10; Block E, Lot(s) 1-11; Block F, Lot(s) 1-5; Block G, Lot(s) 1-3; Block H, Lot(s) 1-38; Block I, Lot(s) 1-9; Block K, Lot(s) 2-4, 7-14, 19-20; Block L, Lot(s) 1-10
dated this 12th day of Aug., 2009

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

[Signature]
Signature of Lot Owner
Print Name: David Mueller

[Signature]
Signature of Lot Owner
Print Name: Valerie Mueller

Ower(s) of Block - Lot ~ A-11
dated this 8th day of August, 2009

RECEIVED
AUG 17 2009
BY:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

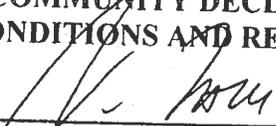
[Signature]
Signature of Lot Owner
Print Name: T. HOPE B. HOPE

[Signature]
Signature of Lot Owner
Print Name: PITHOUSE J. PITHOUSE

Ower(s) of Block - Lot ~ C-01
dated this 10 day of AUGUST, 2009

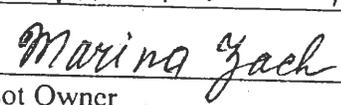
RECEIVED
AUG 17 2009
BY:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.



Signature of Lot Owner

Print Name: VITALY ZACH



Signature of Lot Owner

Print Name: MARINA ZACH

Ower(s) of Block - Lot ~ C-12
dated this 27 day of JULY, 2009

RECEIVED
JUL 31 2009

BY:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Donald Kalish
Signature of Lot Owner

Print Name: DONALD KALISH

Judith Kalish
Signature of Lot Owner

Print Name: JUDITH KALISH

Ower(s) of Block - Lot ~ C-13
dated this 26 day of JULY, 2009

RECEIVED
JUL 28 2009

BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Ron L Eddy

Signature of Lot Owner

Print Name: RON L EDDY

Diane Eddy

Signature of Lot Owner

Print Name: Diane Eddy

Ower(s) of Block - Lot ~ C-14

dated this 30 day of July 2009

RECEIVED
JUL 30 2009

BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Robert J. Curran

Signature of Lot Owner

Print Name: ROBERT J. CURRAN

Phyllis J. Curran

Signature of Lot Owner

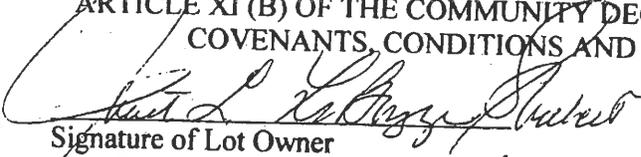
Print Name: Phyllis J. Curran

Ower(s) of Block - Lot ~ C-18
dated this 12 day of Aug, 2009

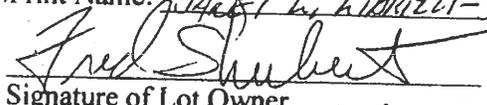
RECEIVED
AUG 17 2009

BY:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY

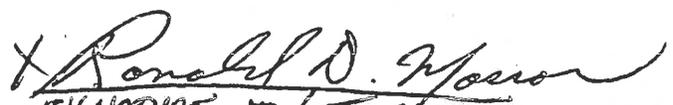


Signature of Lot Owner
Print Name: FRED SHUBERT

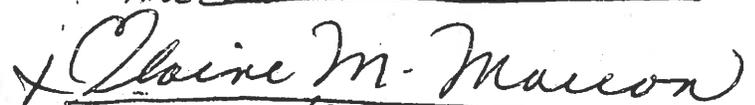


Signature of Lot Owner
Print Name: Fred Shubert

Owner(s) of Block - Lot - C-24
dated this 7th day of August, 2009

X 
SIGNATURE OF LOT OWNER

PRINT NAME RONALD D. MARRON

X 
SIGNATURE OF LOT OWNER

PRINT NAME ELAINE M. MARRON

OWNER OF BLOCK - LOT - C-26
DATED THIS 16th day of AUGUST 2009

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**

Signature of Lot Owner
Print Name: _____

Signature of Lot Owner
Print Name: _____

Ower(s) of Block - Lot ~ D-01
dated this _____ day of _____, 2009

**Re: Proposed Amendments
Address: 6427 Talon Bay
Lot 1, Block 10,
Talon Bay, Unit One**

**I, Robert S. Harris, President
of 6427 Talon Bay LLC,
am not in favor
of the above mentioned Amendments**



**6427 Talon Bay LLC.
R.S. Harris, President**

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Bobby Brinkley

Signature of Lot Owner

Print Name: Bobby BRINKLEY

Carol Brinkley

Signature of Lot Owner

Print Name: Carol Brinkley

Ower(s) of Block - Lot ~ D-03
dated this 14 day of August, 2009

RECEIVED
AUG 17 2009
BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Eleanor L. Brandt TTEE

Signature of Lot Owner

Print Name: Eleanor L. Brandt TTEE

Signature of Lot Owner

Print Name: _____

Ower(s) of Block - Lot ~ D-11

dated this 25th day of July, 2009

RECEIVED

BY:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Helene Gauzza
Signature of Lot Owner
Print Name: Helene GAUZZA

Signature of Lot Owner
Print Name: _____

Ower(s) of Block - Lot ~ J-02
dated this 27 day of July, 2009

RECEIVED

BY:

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**

Carol Sciarillo

Signature of Lot Owner

Print Name: CAROL SCIARILLO

Michael Sciarillo

Signature of Lot Owner

Print Name: MICHAEL SCIARILLO

Ower(s) of Block - Lot ~ J-08

dated this 17th day of August, 2009

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Leonard A. Fitchlee

Signature of Lot Owner

Print Name: LEONARD A. FITCHLEE

Margaret A. Fitchlee

Signature of Lot Owner

Print Name: MARGARET A. FITCHLEE

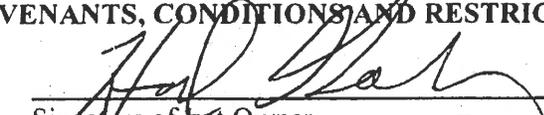
Ower(s) of Block - Lot ~ J-14

dated this 10TH day of AUG., 2009

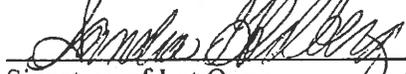
RECEIVED

BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.



Signature of Lot Owner
Print Name: Howard Goldberg



Signature of Lot Owner
Print Name: Sandra Goldberg

Ower(s) of Block - Lot ~ J-24
dated this 11 day of August, 2009

RECEIVED
AUG 17 2009
BY:

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**

Nancy W. Mello
Signature of Lot Owner
Print Name: Nancy W. Mello

Signature of Lot Owner
Print Name: _____

Ower() of Block - Lot ~ K-01
dated this 24th day of July, 2009

RECEIVED

BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

John P. Nasuti
Signature of Lot Owner
Print Name: JOHN P. NASUTI

Virginia L Nasuti
Signature of Lot Owner
Print Name: Virginia L Nasuti

Ower(s) of Block - Lot ~ K-16
dated this 29 day of JULY, 2009

RECEIVED
JUL 31 2009

BY:.....

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**



Signature of Lot Owner

Print Name: _____

MICHAEL MUMMA

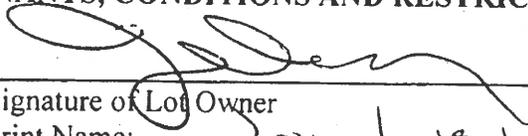
Signature of Lot Owner

Print Name: _____

Ower(s) of Block - Lot ~ K-22

dated this 24 day of July 2009

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**



Signature of Lot Owner
Print Name: JOHN LISEN

Signature of Lot Owner
Print Name: _____

Ower(s) of Block - Lot ~ K-23
dated this 25 day of JULY, 2009

RECEIVED
JUL 27 2009

BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Daniel C. Burrows

Signature of Lot Owner

Print Name: DANIEL BURROWS

Marian Joan Burrows

Signature of Lot Owner

Print Name: Marian Joan Burrows

Ower(s) of Block - Lot ~ M-02
dated this 8th day of August, 2009

RECEIVED
BY:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Ralph E Jackman
Signature of Lot Owner
Print Name: Ralph E Jackman

Theresa E Jackman
Signature of Lot Owner
Print Name: Theresa E Jackman

Ower(s) of Block - Lot ~ N-02
dated this 28 day of July, 2009

RECEIVED

BY:.....

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Patti J. Reeves

Signature of Lot Owner

Print Name: Patti J. Reeves

Signature of Lot Owner

Print Name: _____

Ower(s) of Block - Lot ~ N-06
dated this 3rd day of Aug., 2009

RECEIVED

BY:.....

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
 INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
 ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
 COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**

Mark E Kotary

 Signature of Lot Owner

Print Name: Mark E Kotary

Bence Kotary

 Signature of Lot Owner

Print Name: Bence Kotary

Ower(s) of Block - Lot ~ N-12
 dated this 12 day of August, 2009

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.

Helene Gauzza & Richard Gauzza
Signature of Lot Owner
Print Name: RICHARD GAUZZA

HELENE GAUZZA
Signature of Lot Owner
Print Name: _____

Ower(s) of Block - Lot th N-14
dated this 27 day of July, 2009
[Signature]

RECEIVED
BY:

**TALON BAY PROPERTY OWNERS ASSOCIATION, INC.
INDICATING CONSENT TO AMENDMENT TO ARTICLES IX, PARAGRAPHS (P) & (W),
ARTICLE XI (B) OF THE COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS OF TALON BAY.**

Signature of Lot Owner

Print Name: _____

[Handwritten Signature]

Signature of Lot Owner

Print Name: _____

M. M. Jones

Owner(s) of Block - Lot ~ N-16

dated this 27 day of July, 2009

RECEIVED
JUL 31 2009

BY:.....

3
e

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DAVID G. MULLER, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2013093924 3 PGS
2013 JUL 05 09:08 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
EOLIVA Receipt#1640148

**CERTIFICATE OF AMENDMENT
TO THE
COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TALON BAY**

The undersigned officers of Talon Bay Property Owners Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Talon Bay, according to the original Declaration of Community Declaration of General Protective Covenants, Conditions and Restrictions, thereof as recorded in the public records of Sarasota County at Instrument Number 2004102050, and all amendments thereto, certifies that the following amendment to the Community Declaration of General Protective Covenants, Conditions and Restrictions was duly adopted by not less than two-thirds (2/3rds) of the members of the Association casting their vote, in person or by proxy, at a properly called members' meeting, as required by Article XIB(3)(c) of the Community Declaration of General Protective Covenants, Conditions and Restrictions and applicable law at a duly convened Membership Meeting held on February 16, 2012.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to the "Therefore Clause" of the Community Declaration of General Protective Covenants, Conditions and Restrictions to read as follows:

NOW THEREFORE, Developer declares that the real property within the above described subdivision plat, and such additional lands as hereafter may be made pursuant hereto, is and shall be held, transferred, sold, conveyed and occupied subject to Chapter 720, Florida Statute, as amended from time to time and to the limitations, covenants, restrictions, easements and liens (sometimes hereinafter "covenants and restrictions") hereafter set forth, specifying that this Declaration shall constitute a covenant running with the land and this Declaration shall be binding upon the undersigned, and on all persons gaining title through the undersigned.

TALON BAY PROPERTY OWNERS
ASSOCIATION, INC.

By: Judith Plummer
Judith Plummer, President

Kristin Kiceley
Witness Signature
KRISTIN KICELEY
Printed Name

[Signature]
Witness Signature

John Lien
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of June 2013 by Judith Plummer, as President of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FL Drivers license as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Notary Public Kristin Kniceley
Printed Name
State of Florida
My Commission Expires 04/09/2017



Kristin Kniceley
Notary Public
State of Florida
My Commission Expires 04/09/2017
Commission No. FF 6582

ATTEST: William Spalter
William Spalter, Secretary

[Signature]
Witness Signature

Jessica Philpotts
Printed Name

[Signature]
Witness Signature

[Signature]
Printed Name

STATE OF Connecticut
COUNTY OF New Haven

The foregoing instrument was acknowledged before me this 15th day of June 2013 by William Spalter, as Secretary of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Florida Drivers License as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Notary Public STATE of Connecticut
Printed Name KRYSTAL DIAZ
State of Connecticut
My Commission Expires MARCH 31, 2015



Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)



CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED COMMUNITY DECLARATION OF GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY

**AMENDED AND RESTATED BYLAWS
OF
TALON BAY PROPERTY OWNERS ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay (which original Declaration was recorded at Official Records Instrument No. 2004102050 of the Public Records of Sarasota County, Florida) and the Bylaws of Talon Bay Property Owners Association, Inc. (which original Bylaws were recorded at Official Records Instrument No. 2004117637 of the Public Records of Sarasota County, Florida) were duly adopted at the Special Membership Meeting of Talon Bay Property Owners Association, Inc. held on October 16, 2017. The Amended and Restated Declaration was approved by not less than two-thirds (2/3rds) of the members of the Association casting their vote, in person or by proxy, at a properly called members' meeting, pursuant to Article XIB(3)c of the Declaration. The Amended and Restated Bylaws were approved by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed amendment is contained in the notice of such meeting. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 24th day of October, 2017.

Signed, sealed and delivered:
in the presence of:

TALON BAY PROPERTY OWNERS ASSOCIATION, INC.

Sign: Michele Thomas

By: Carol Stropoli
Carol Stropoli, President

Print: MICHELE THOMAS

Sign: Nadege St. Brice

Print: NADEGE ST. BRICE

Sign: Nadege St. Brice

Attest:

Print: NADEGE ST. BRICE

By: Betty Seddon
Betty Seddon, Secretary

Sign: Michele Thomas

Print: MICHELE THOMAS

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of October, 2017, by Carol Stropoli as President of Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: [Signature]

Print: Cassandra Wickson

State of Florida (Seal)

My Commission expires:



CASSANDRA WICKSON
MY COMMISSION # GG 042320
EXPIRES: October 28, 2020
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of October, 2017, by Betty Seddon as Secretary of Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

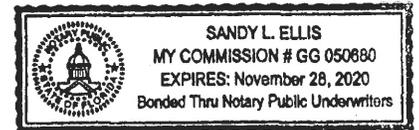
NOTARY PUBLIC

Sign: [Signature]

Print: Sandy L. Ellis

State of Florida (Seal)

My Commission expires:



SANDY L. ELLIS
MY COMMISSION # GG 050680
EXPIRES: November 28, 2020
Bonded Thru Notary Public Underwriters

AMENDED AND RESTATED

COMMUNITY DECLARATION OF GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALON BAY

*[Substantial rewrite of Declaration.
See existing Declaration and all amendments thereto for present text.]*

Talon Bay Properties, LLC, a Florida limited liability company, previously submitted certain described lands in Official Records of Sarasota County, Plat Book 44, Pages 18 *et seq.*, Plat Book 45, Pages 46 *et seq.*, and Plat Book 48, Pages 25 *et seq.*, to the original Declaration of General Protective Covenants, Conditions, and Restrictions for Talon Bay as recorded in the Official Records of Sarasota County, Florida at Instrument Number 2004102050. All of the above described lands shall remain submitted to this Amended and Restated Declaration of General Protective Covenants, Conditions, and Restrictions for Talon Bay. Copies of the plats as described herein are attached hereto as Composite Exhibit "A".

1. ARTICLE I – DEFINITIONS - The terms used in this Declaration and recorded exhibits hereto, the Articles of Incorporation and the Bylaws shall have the definitions set forth in the Homeowners' Association Act, unless otherwise defined herein, as follows, and, where appropriate, the singular may refer to the plural and the plural may refer to the singular:
 - A. "Architectural Review Committee" or "ARC" shall mean and refer to the body responsible for review and recommendation to the Board of Directors of Talon Bay and or the Board of Directors of the Neighborhood Association proposed architectural or construction improvements or modifications or alterations to existing architectural or construction improvements upon any Lot or Living Unit within the Community.
 - B. "Architectural Standards" shall mean and refer to the published criteria, guidelines and standards governing architectural and construction improvements or modifications or alterations to existing architectural or construction improvements upon any Lot or Living Unit within the Community, whether expressed in this Declaration or published elsewhere.
 - C. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Talon Bay Property Owners Association, Inc., as may be amended from time to time.
 - D. "Assessed Value" shall mean and refer to the value of a Lot or unit as shown on the most recent assessment rolls prepared by the Sarasota County Property Appraiser.
 - E. "Assessment" shall mean and refer to those charges made by the Community Association from time to time against each Lot or unit within the Properties for the purposes set forth herein.
 - F. "Board of Directors" shall mean and refer to the Board of Directors of Talon Bay Property Owners Association, Inc.
 - G. "Bylaws" shall mean and refer to the Amended and Restated Bylaws of Talon Bay Property Owners Association, Inc., as may be amended from time to time.
 - H. "Community" or "Talon Bay" shall mean the existing subdivision according to the plat thereof, recorded in Official Records Plat Book 44, Pages 18 *et seq.*, Plat Book 45, Pages 46 *et seq.*, and Plat Book 48, Pages 25 *et seq.*; all of the Public Records of Sarasota County, Florida, and as subsequently amended from time to time.

- i. "Commercial Vehicle" shall mean a vehicle of every kind whatsoever, the use of which is primarily for business; or which from viewing the exterior of the vehicle or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contains tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear or side windows.
- J. "Common Areas" shall mean and refer to all real property, including amenities, improvements and facilities thereon, within the Community that is owned or leased by the Community Association or dedicated for use and maintenance by the Community Association or Members, including, regardless of whether title has been conveyed to the Association: (a) real property the use of which is dedicated to the Community Association or its Members by a recorded plat; or (b) real property committed by the Declaration to be leased or conveyed to the Association.
- K. "Common Expenses" shall include but not be limited to the following:
 - a. The maintenance, management, operation, repair, replacement and insurance of the Common Areas and any other areas of Talon Bay which are required by this Declaration to be maintained by the Association.
 - b. Obligations incurred by the Association in excess of revenues because Assessments had not been paid.
 - c. Maintenance of any structures and facilities, gates and fencing, landscaping, irrigation, lighting and signage, drainage facilities and drainage easements or ditches adjoining or running through Talon Bay as may be provided in this Declaration or as determined by the Board.
 - d. Expenses of administration, operation, and management of the Association.
 - e. Reasonable reserves, as deemed appropriate by the Board.
 - f. The cost of any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Board in furtherance of the purposes of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by the Governing Documents or Florida law.
- L. "Community Association" shall mean and refer to Talon Bay Property Owners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- M. "Community Association Property" shall mean and refer all personal or real property owned by the Community Association.
- N. "Conservation Area" shall mean and refer to the wetland preserve areas and the upland preserve areas within the Community as described on the Plat.
- O. "Construction Activity" shall mean and refer to building, erecting, placing, making, altering, modifying, removing, repairing, deleting or demolishing any Improvement or portion of any Lot, including over, upon, connected with, or beneath the surface of a Lot, or excavating, or grading, seeding, sodding, or planting for landscaping purposes, including the furnishing of trees, shrubs, bushes, or plants, or painting or changes in exterior colors, finishes and materials.

- P. "Developer" shall mean and refer to Talon Bay Properties, LLC, a Florida limited liability company, with a place of business in Sarasota County, Florida, their successors or assigns of any or all of its rights under this Declaration.
- Q. "Declaration" shall mean and refer to this document entitled Amended and Restated Community Declaration of General Protective Covenants, Conditions and Restrictions for Talon Bay as the same may be amended from time to time.
- R. "Dwelling" shall mean and refer to a detached single family residence, and any related structures or improvements appurtenant thereto, constructed upon a Lot or Parcel within the Community.
- S. "Family" shall mean and refer to a group of two (2) or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption, including children; or not more than two persons not so related, who reside together as a single housekeeping unit, along with their minor children, if any.
- T. "Governing Documents" shall mean and refer collectively to the following: (a) the Community Declaration; (b) the Articles of Incorporation; (c) the Bylaws; (d) the Rules and Regulations; and (e) the Plat or other official document of the Community, including the Architectural Standards.
- a. In the case of the Neighborhood Association, the Neighborhood Declaration, any supplementary Declaration, Bylaws, and Articles of Incorporation, and Rules and Regulations, of the neighborhood association, as the same may be amended from time to time and filed of record.
- U. "Guest" shall mean and refer to any person physically present in, occupying, or using a Lot or Common Area on a temporary basis at the invitation or permission of an Owner or Tenant, without monetary compensation.
- V. "Homeowners' Association Act" shall mean and refer to Chapter 720, Florida Statutes, as may be amended or renumbered from time to time.
- W. "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any Dwelling, building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object.
- X. "Institutional Mortgagee" shall mean and refer to a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any person giving a mortgage insured by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida. Furthermore, the term "Institutional Mortgagee" shall be deemed to include any mortgagees that Developer shall declare by instrument in writing and place of record among the public records of Sarasota County, Florida, to be an "Institutional Mortgagee".
- Y. "Invitee" shall mean and refer to any person entering and remaining in the Community at the request or express permission of an Owner or Tenant for a period not to exceed twenty-four (24) consecutive hours.
- Z. "Lake" shall mean and refer to any lake, detention pond, retention pond, waterway or waterbody

within the Community, not including a swimming pool.

- AA. "Lease" shall mean and refer to any occupancy or use of a Lot for periods of time where the Owner or the Owner's Family, is not simultaneously occupying and residing in residence at the Lot, regardless of whether a written lease exists.
- BB. "Living Unit" shall mean and refer to any attached single family residence or Villa, intended for occupancy by one family or household, constructed upon a Lot or Parcel within the Community.
- CC. "Lot" or "Parcel" shall mean and refer to a discrete Lot or Parcel within Talon Bay as reflected on the recorded subdivision Plats of Talon Bay.
- DD. "Members" shall mean and refer to those persons who are entitled to membership in the Community Association as provided in this Declaration, the Articles of Incorporation and Bylaws.
- EE. "Neighborhood" shall mean and refer to any single family development, or Villa development subject to this Declaration.
- FF. "Neighborhood Association" shall mean and refer to Fidelity Homes of Talon Bay Homeowner's Association, Inc. a Florida not-for-profit corporation.
- GG. "Neighborhood Common Area" shall mean and refer to all real property including any improvements and fixtures thereon which are dedicated, owned, leased or the use of which has been granted to the residents of the Neighborhood Association for the common use and enjoyment of its members.
- HH. "Owner" shall mean and refer to any person or persons, entity or entities, who is or are the record owner of fee simple title to any Lot within the Community.
- II. "Plat" shall mean certain described lands in Official Records of Sarasota County, Plat Book 44, Pages 18 *et seq.*, Plat Book 45, Pages 46 *et seq.*, and Plat Book 48, Pages 25 *et seq.*
- JJ. "PD" shall mean and refer to the City of North Port Planned Community Development Order No. DCP-01-60 and the establishment of the Planned Community Development (PCD) zoning, classification, adopted by the Board of City Commissioners on July 22, 2002 bearing Ordinance Number 02-25, as it may from time to time be modified or amended.
- KK. "Rules and Regulations" shall mean and refer to the administrative Rules and Regulations governing the use of and Improvements to the Lots and Common Areas and procedures for administering the Community Declaration, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.
- LL. "Single Family Lot" shall mean and refer to any Lot improved with a single family stand-alone Dwelling. Specifically, the term shall refer to single family residential Lots intended for use and occupancy as single family residences
- MM. "Special Assessment" shall mean a charge against a particular Owner and the Owner's Parcel, directly attributable to the Owner or the Parcel, to reimburse the Association for costs in bringing the Owner or the Owner's Lot into compliance with the provisions of this Governing Documents, or amounts advanced by the Association in accordance with this Declaration on behalf of the Owner or the Owner's Lot or any other charge designated as a Special Assessment in this Declaration, the Articles or Bylaws.

- NN. "Street" shall mean and refer to any street, highway or other thoroughfare constructed within Talon Bay that is specifically dedicated to the Community Association or a neighborhood association, whether same is designated as tract, street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.
- OO. "The Properties" shall mean any refer to all real property which is or has become subject to this Declaration together with such other real property as may from time to time be annexed thereto or included under the provisions hereof.
- PP. "Surface Water Management System" shall mean and refer to all portions of the surface water management system located on the Property and within the Common Areas pursuant to that certain Surface Water Management Permit issued by the Southwest Florida Water Management District ("SWFWMD") including, but not limited to, all mitigation areas, lakes, retention areas and related appurtenances.
- QQ. "Tenant" shall mean and refer to a natural person or entity who occupies, possesses or uses a Lot, for consideration pursuant to a lease, whether verbal or in writing. It shall also mean any person not an Owner, Guest, or Invitee who uses, occupies or possesses a Single Family Lot or Living Unit.
- RR. "Vehicle" shall mean and refer to any automobile, car, motorcycle, truck, trailer, semitrailer, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, as well as any ATV, boat, boat trailer, trailer, jet ski, camper, mobile home, tractor, golf cart, golf car, motorized scooter, or moped.

2. ARTICLE II – ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

- A. The administration, management, and ownership of the Common Area and administration and enforcement of the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations shall be by the Community Association, which shall perform its functions pursuant to the following:
1. Membership. Every person or entity who is a record Owner of a fee interest in any Lot located in the Community shall be a Member. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.
 2. Voting Interests. Members of the Association are entitled to one (1) vote for each Lot owned by them in Talon Bay. The voting rights of an Owner that is not an individual, such as a corporation, limited liability company, partnership or trust, may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Community Association.
 3. Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter, whether or not the subject of a Community Association meeting, such decision or approval may be expressed by any person eligible to cast the vote on behalf of such Lot if present, in person or by proxy, at a Community Association meeting, unless the joinder of all record Owners is specifically required.
 4. Change of Membership. Following written approval of the Community Association, as elsewhere required herein, a change of membership in the Community Association shall be

established by the new Owner's membership becoming effective by evidence of such ownership being recorded in the Official Records of Sarasota County, Florida; and the membership of the prior Owner shall thereby be automatically terminated.

5. **Termination of Membership.** The termination of membership in the Community Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of such membership, nor does it impair any rights or remedies which the Community Association may have against any former Member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.
6. **Association as Owner.** The Community Association has the power to acquire and purchase Lots, and to hold, lease, mortgage, and convey Lots. This power may be exercised by the act of at least a majority of the Board of Directors.
7. **Membership Roster.** The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the roster shall be available to any Owner upon request.
8. **Limitation on Liability.** Notwithstanding the duty of the Community Association to maintain and repair the Common Area, the Community Association, its Officers, Directors and agents, shall not be liable to any Member, Tenant, Guest or Invitee for any property damage other than the cost of maintenance and repair, caused by any latent condition of any property to be maintained and repaired by the Community Association, or caused by the elements or Members or other persons.
9. **Board of Directors.** Except as otherwise provided by law or the Governing Documents, the Community Association shall act through its Board of Directors and its Officers, and no vote of the Members shall be required unless otherwise required by the Governing Documents or the Homeowners' Association Act. The Officers and Directors of the Association have a fiduciary relationship to the Members. No Member, not an Officer or Director, has authority to act for, on behalf of, or bind the Community Association by virtue of membership in the Community Association.
10. **Delegation of Management.** The Community Association may contract for the management and maintenance of the Common Area and Community Association Property and authorize a management agent to assist the Community Association in carrying out its powers and duties under the Governing Documents and by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of Rules and Regulations, and maintenance, repair and replacement of the Common Area or Association Property, with funds made available by the Community Association for such purposes. The Association, its Directors and Officers, shall, however, retain at all times the powers and duties provided in the Governing Documents.
11. **Powers and Duties.** The powers and duties of the Community Association include those set forth in the Governing Documents and afforded under Florida law.

3. **ARTICLE III - Architectural and Aesthetic Control**

- A. **Necessity of Architectural Review and Approval.** No Construction Activity upon a Lot may commence, be performed or occur unless and until a request therefor, including the plans, specifications and location of the same, shall have been submitted to the Architectural Review

Committee for review and approved by the Board of Directors. All submissions shall be evaluated as to harmony of external design and as to conformance with the Architectural Standards.

- B. Architectural Review Committee. The architectural review functions of the Association shall be administered and performed by the ARC. The ARC shall be comprised of no less than three (3) persons appointed by the Board of Directors and serving at the discretion of the Board of Directors, including removal and replacement. Each person appointed to or serving on the ARC shall be a Member of the Community Association.
- C. Approval of ARC Recommendations. The Board of Directors of the Neighborhood Association shall be responsible for the approval or disapproval of any proposed Construction Activity on a Lot located within Talon Bay that is subject to the Neighborhood Association Governing Documents. The Board of Directors of Talon Bay shall be responsible for the approval or disapproval of any proposed Construction Activity on all Lots that are not subject to the Neighborhood Association Governing Documents.
- D. When Architectural Review Required. Architectural Review shall be required in each of the following circumstances:
 - 1. Whenever the Owner of a Parcel proposes to construct Improvements thereon.
 - 2. Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.
 - 3. Whenever any Owner or the Association proposes to maintain or repair an Improvement or Parcel in any manner that will result in the application or use of materials of a significantly different type, shade, color or quality than those originally used on the Parcel and the Improvements thereon.
 - 4. Whenever the improvements to a Parcel have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended, unless reconstruction or rebuilding is identical to the improvement previously approved by the ARC.
 - 5. Without limiting the generality of the foregoing, the addition of swimming pools and patios shall be subject to Architectural Review as shall the construction of any wall, screen enclosure, water or sewer line, drain, solar energy device or other installation, device, equipment or structure which will alter the appearance of the Parcel or Improvements located thereon when viewed from adjacent Parcels or streets. However, the installation of solar energy devices may only be regulated in accordance with Florida Law.
 - 6. Each Owner shall be responsible at all times for determining that all Improvements, plans and specifications conform and comply in all respects with these restrictions or other restrictions of record, all applicable governmental regulations, and all exterior architectural design, location and color specifications as may be approved by the ARC.
- E. Powers and Duties of the Architectural Review Committee. The ARC shall have the following powers and duties:

1. To recommend, develop, establish, rescind and enact amendments, modifications, and/or additions to the Architectural Standards to the Board of Directors so long as any such amendment, modification and/or addition is not inconsistent with the Declaration. Notice of any amendment, modification and/or addition to the Architectural Standards, including a verbatim copy of such change, shall be available to each Member; provided that the availability of a copy of such amendment, modification and/or addition shall not constitute a condition precedent to the effectiveness or validity of such amendment, modification and/or addition.
2. To require submission of one complete set of all supporting documents, including, but not limited to, drawings, plans, specifications, and survey, for any proposed Construction Activity. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed Construction Activity. The Board of Directors shall then have sixty (60) days to respond once a complete submission has been received by the Association. If the Board of Directors fails to respond within sixty (60) days, the Owner shall provide the Board of Directors written notice of its failure to respond. Thereafter, the Board of Director's failure to respond within thirty (30) days of receipt of such written notice shall be deemed an approval of any proposed Construction Activity not inconsistent with the Architectural Standards. In no event shall any Construction Activity inconsistent with the Architectural Standards be deemed approved;
3. To recommend approval or disapproval of proposed Construction Activity. In reviewing each submission, the ARC may consider any factors it deems relevant, including, without limitation, the Architectural Standards and harmony of the proposed design with surrounding structures and environment. Recommendations to the Board of Directors may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Board of Directors shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith. All decisions of the Board of Directors shall be in writing.
4. To recommend to the Board of Directors to conditionally approve proposed Construction Activity in accordance with changes or modifications to any proposal, plans, or specifications submitted as deemed appropriate by the ARC, in its discretion.
5. If any Construction Activity is commenced, performed or completed without prior review by the ARC and approval by the Board of Directors or performed in a manner that does not comply with any approval granted by the Board of Directors, then the Owner shall, upon demand by the Board of Directors, immediately remove, or cause to be removed, any improvement arising out of such Construction Activity and shall bear all costs and expenses associated therewith, including any investigative or consultant's costs and reasonable attorney's fees incurred by the Association in investigating and identifying any noncompliant work and enforcing the Declaration to bring such work into compliance.
6. To adopt a schedule of reasonable fees for processing requests for ARC approval of Construction Activity. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by appropriate professionals, including architects and engineers. Such fees, if any, shall be payable to the Association, at the time

that the plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC pursuant to any other provisions of the Governing Documents, are not paid by the Owner, they shall become a lien of the Association upon the subject Lot.

7. To monitor construction activity to verify compliance with the provisions hereof and any other approvals required. Any and all approvals granted by the ARC shall be conditioned upon all Construction Activity being performed in accordance with all applicable codes, ordinances and regulations of any governmental agency having jurisdiction thereof.

F. Architectural Criteria.

1. Generally. No structure, including but not limited to, any building, shed, play equipment or structure, wall, topographical feature, mailbox, landscaping, lawn sculpture, fence, swimming pool, tennis court, basketball hoops, swing sets, or screened enclosure, shall be placed, erected, or installed upon any Lot, and no Improvements of any kind or other work, including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping, shall take place upon a Lot within the Community, except in compliance with the following and in accordance with any applicable Neighborhood Covenants and upon the prior written approval of the Board of Directors:

- a. No Dwelling or Living Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Dwelling or Living Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Dwelling or Living Unit, without the prior written approval of the Board of Directors.
- b. No tents, trailers, trampolines, shacks, doghouses, or other temporary buildings or structures shall be constructed or otherwise placed upon a Lot within the Community.
- c. An Owner may remodel, paint, or redecorate the interior of his or her Dwelling, Living Unit, or lanai without approval by the Board of Directors.
- d. Nothing shall be stored and/or constructed within or removed from any Common Area except upon the prior written approval of the Board of Directors.
- e. Improvements shall be constructed only by qualified persons in accordance with any and all applicable codes or ordinances and Owners shall be responsible for obtaining all permits and approvals from any governmental agency having jurisdiction over such work.

2. Lakes.

- a. No Owner of a Lot adjacent to a Lake shall plant, disturb or remove any vegetation within a Lake bank area or alter the slope of any Lake bank area.
- b. No Lot adjoining a Lake shall be increased in size by filling in the water of the Lake it abuts.

- c. No boat canal or other waterway shall be dug or excavated into a Lot adjoining a Lake.
 - d. No boat house, dock, building, landing, mooring pile, pier or ramps for boats, jet skis or other watercraft or aircraft shall be placed or erected upon any Lot adjacent to a Lake.
 - e. Any Improvement on a Lot adjoining a Lake which encroaches into any easement shall be removed within ten (10) calendar days upon request by the Community Association at the sole cost and expense of the Owner of such Lot. To the extent an Owner timely fails to remove any such encroachment, the Community Association may proceed to remove the encroachment and the Owner of such Lot shall be responsible for all costs and expenses incurred by the Community Association in connection therewith. Any cost and expense incurred by the Association shall be levied against and collected from such Owner and Lot as an Assessment.
- 3. Landscaping. No additional shrubs, trees or other landscaping shall be installed or placed outside the existing mulch beds without the prior written approval of the Board of Directors.
 - 4. Drainage and Utility Easements. No structures, trees or shrubs or other improvements shall be placed upon or within any drainage or utility easement without the prior written approval of the Board of Directors.
 - 5. Fences, Walls, Enclosures. No fence, wall, or other enclosure, other than invisible fencing, shall be installed or placed upon any Lot without the prior written approval of the Board of Directors. The ARC may establish, amend, modify or rescind any Architectural Standards governing the type, size, and location of any fence to be installed upon a Single Family Lot.
 - 6. Screen Enclosures. No patio, or lanai, shall be enclosed other than a screen enclosure. Any swimming pool installed upon a Single Family Lot shall be enclosed with a screen enclosed pool cage. The ARC may establish, amend, modify or rescind any Architectural Standards governing the type, size, and location of any screen enclosure within the Community.
- G. Variances. The ARC may recommend and the Board of Directors may authorize variances from compliance with the Architectural Guidelines and procedures upon such terms as the Board of Directors deems appropriate when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the improvements or Construction Activity for which the variance was granted.
 - H. If any Improvement is constructed or altered without the prior written approval of the Board of Directors, the Owner shall, upon demand of the Association, shall cause such Improvement to be removed, remodeled or restored in order to comply with the requirements of this section. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an individual Assessment. The Association is specifically empowered to enforce the architectural and landscaping provisions of the Governing Documents for the Neighborhood Association by any legal or equitable remedy. In the event that it becomes necessary to resort to litigation to determine the propriety of any

constructed Improvements or to remove any unapproved Improvement, the Association shall be entitled to recovery of court costs, expenses and attorneys' fees in connection therewith. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein or in the Governing Documents for the Neighborhood Association, the Association may, in addition to all other remedies contained herein, record against the Owner's Lot a notice stating that the Improvements on the parcel fail to meet the requirements of this section or the Governing Documents for the Neighborhood Association.

- I. The approval, rejection or withholding of any approval by the Board of Directors of the plans, proposals and specifications and the location of all Improvements, and every alteration of any Improvement, shall not be construed or interpreted as a representation that any building code, plumbing code, electrical code or other applicable governmental regulations, codes or requirements have or have not been properly met. The approval by the Board of Directors relates primarily to the aesthetics of the Improvements shown on the plans and specifications, and not to their sufficiency or adequacy. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of the appropriate governmental agencies prior to the commencement of any work or construction upon a Parcel.
- J. No member of the Board of Directors of the Association or ARC shall be liable to any Owner or other person by reason of mistake in judgement, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agree (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.
- K. The decision to approve, reject or withhold its approval may, in the exercise of discretion by the Board of Director or the ARC shall be based upon:
 1. The harmony of a proposed size, exterior design, color and location in relation to, and its effect upon, surrounding Structures, vegetation, topography, environmentally sensitive areas, and the overall community design;
 2. The character of the exterior materials;
 3. The planned quality of the exterior materials;
 4. Design and construction standards; and
 5. The Architectural Standards then in effect as adopted by the ARC and the Board of Directors.

4. ARTICLE IV - STORM WATER MANAGEMENT SYSTEM, OPERATION AND MAINTENANCE

- A. Storm Water Management System. It is acknowledged there are drainage easements along the sides and rear of all or some of the Lots. The Association shall maintain structures, equipment, and facilities constructed in connection therewith, as may be required in order to keep the Surface Water Management System for the Property in good operating condition. Notwithstanding the foregoing,

the Community Association shall not be responsible for landscape maintenance or mowing within any drainage easement, which shall be the responsibility of the applicable Owners. The surface water management and drainage system of the Property shall be developed, operated, and maintained in conformance with the requirements of SWFWMD and any other controlling governmental authority. The Community Association shall maintain as a Common Expense the entire surface water management and drainage system for the Property, including but not limited to all swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, if any, regardless of whether or not same are within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of SWFWMD, and any other controlling governmental authority, and an easement for such maintenance is hereby created in favor of the Community Association.

- B. No construction activities may be conducted relative to any portion of the Surface Water Management Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.
- C. SWFWMD has the right to take enforcement measures, including a civil action for injunction or penalties, against the association to compel it to correct any outstanding problems with the Surface Water Management System facilities.
- D. If the Community Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the applicable SWFWMD permits, unless and until an alternate entity assumes the responsibility.

5. ARTICLE V – COMMUNITY ASSOCIATION'S RIGHTS AND POWER

- A. Maintenance of the Community Association Properties and Common Areas. The Community Association shall be responsible for maintenance and repair of the following:
 - 1. All Common Areas as defined in Section 720.301(2), Florida Statutes.
 - 2. Such security systems, guardhouses and other security facilities which shall be operated and maintained for the benefit of the lots within the Properties, except any security system guardhouse or security facility established primarily for the benefit of a neighborhood within the Properties.
 - 3. All streets within any portion of Talon Bay which are dedicated to the Community Association and any street lights, traffic signs and signals and informational signs on or over such streets, bike paths and crossovers.
 - 4. The surface water and storm water management systems.
 - 5. Any common or other areas conveyed, dedicated or leased to or used by the Community Association, including any Improvements on such Common Areas.

- B. Management of the Community Association Properties and Common Areas. The Community Association's authority to manage the Community Association Properties and Common Areas shall include:
1. The right to establish Rules and Regulations governing the use of the Community Association Properties and Common Areas.
 2. The right to charge reasonable admission and other fees or assessments for the use of Community Association Property and Common Areas.
 3. The right to dedicate or transfer all or any part of Community Association Property and Common Areas to any governmental agency, public authority or utility.
 4. The right to borrow money for the purpose of improving Community Association Property and Common Areas and in aid thereof to mortgage the same.
 5. The right to take such steps as are reasonably necessary to protect Community Association Property and Common Areas against foreclosure.
 6. The right to enforce the provisions of this Declaration or any other applicable recorded instrument adopted by the Community Association, including the Articles of Incorporation and Bylaws of the Community Association and any Rules and Regulations governing use and enjoyment of the Community Association Property and Common Areas adopted by the Community Association.
 7. Except as provided herein regarding optimal maintenance of individual property, corrective maintenance of Lots and corrective maintenance of Neighborhood Common Areas and regarding management services to the Neighborhood Association, this Article shall not be construed to allow or require the Community Association to manage or maintain Neighborhood Common Areas dedicated to, owned, leased or otherwise under the control of the Neighborhood Association solely for the use and benefit of residents of such neighborhood.
- C. Traffic Regulation.
1. The Community Association shall have the right to post speed limits on streets dedicated to the Community Association and promulgate traffic regulations for use of its Streets and Common Areas. The Community Association shall also have the power to restrict the type of Vehicles which may travel on or prevent Vehicles from traveling and parking on its Common Areas. The speed limits and traffic regulations are collectively referred to as "traffic regulations".
 2. The Community Association shall have the right to establish enforcement mechanisms of violation of the traffic regulations including without limitation the assessment of fines which shall be collected as an individual assessment from members, the removal of Vehicles from the Properties, and the suspension of a member's rights and easements of enjoyment to the Common Areas.
- D. Insurance. The Association shall use reasonable efforts to obtain and continue in effect as a Common Expense the following types of insurance:

1. **Casualty.** The coverage shall afford protection as may be appropriate against: loss or damage by fire or other hazards covered by a standard extended coverage endorsement. Such other risks as from time to time are customarily covered with respect to improvements on the Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Community Association as the Board of Directors may deem desirable. The Community Association shall act as agent of the Owners and shall adjust all losses on their behalf. The premiums for such insurance shall be a Common Expense.
 2. **Association's Public Liability.** The Community Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association and its agents, the Board of Directors, and the Owners against liability in connection with the Common Area in such amounts as the Board of Directors may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a Common Expense.
 3. **Directors and Officers Liability.** The Community Association may obtain directors and officers (D&O) or errors and omissions (E&O) liability insurance on behalf of its Directors and Officers and committee members. The premiums for such insurance shall be a Common Expense.
 4. **Fidelity Bonding.** The Community Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Community Association or its management agent at any one time. All persons providing management services to the Community Association, or otherwise having the authority to control or disburse Association funds, shall provide the Community Association with a certificate of insurance evidencing compliance with this paragraph, naming the Community Association as an additional insured under said policy. If annually approved by a majority of the voting interests present at a duly noticed and called meeting of the Community Association, the Community Association may waive the requirement of obtaining an insurance policy or fidelity bonding for all persons who control or disburse funds of the Community Association.
 5. **Single Family Lots.** Each Owner of a Single Family Lot is responsible for securing and maintaining adequate liability and property insurance on his or her Lot, all improvements thereon including the entirety of the Dwelling, and contents therein.
 6. The Association shall insure any tangible personal property owned by it.
 7. If applicable, Workers' compensation insurance in an amount sufficient to meet the requirements of Florida law.
 8. Such other insurance in such other amounts and coverage as the Board shall from time to time determine to be appropriate and desirable.
- E. **Rules and Regulations.** The Community Association shall have the authority to establish Rules and Regulations governing the use of and improvements to the Lots and Common Area and procedures for administering the Governing Documents. The Rules and Regulations shall be adopted, amended, and rescinded from time to time by resolution of the Board of Directors.

- F. Corporate Powers. The Association's Board of Directors shall have all power and authority reasonably necessary for it to carry out its duties and obligations as set forth Chapters 617 and 720, Florida Statutes, and in its Governing Documents, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

6. ARTICLE VI – MEMBERS' RIGHTS AND EASEMENTS

- A. Members' Rights and Easements. Every Lot Owner, Member, guest, invitee, Tenant, successor and assign shall have right of ingress and egress across and the nonexclusive right of use and enjoyment of an easement to Community Association Common Areas, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Community Association herein.
- B. Delegation of Rights.
- (1) A member may delegate his right of use and easement to Common Areas to the members of his family, his Tenant and to the Member's guests, but only to the extent and subject to the conditions, limitations and restrictions as may be provided for in this Declaration, the Bylaws and in accordance with the Community Association's Rules and Regulations.
 - (2) Each member shall be responsible for the actions of any person to whom the member has delegated his right of use to the Common Areas. Any unpaid charge against such person shall be charged against such member personally and be assessed against such Member's Lot. Any infraction of the Community Association's Rules and Regulations by such person shall be deemed to be an infraction by such Member.

7. ARTICLE VII - PROPERTY RIGHTS

- A. Dedication of Common Areas. Subject to the easements established in this Article and other provisions hereof, the Community Association Common Areas designated in this Declaration, dedicated to the Community Association in any recorded subdivision plat or conveyed to the Community Association by Developer for use as Common Areas, are not dedicated for use by the general public, but are reserved for the common use and enjoyment of the Owners and Tenants of the Lots or such portions thereof as may be designated in this Declaration, a subdivision plat, or instrument of conveyance.
- B. Easements. The following easements are hereby granted and or reserved:
1. Easements for installation and maintenance of public utilities are hereby granted to public utilities serving the Community.
 2. An easement is hereby granted to each mortgagee for the purpose of access to the Lot subject to its mortgage.
 3. Easements are hereby reserved throughout the Common Areas, including without limitation, the streets by the Community Association for its use and the use of its agents, employees licensees and invitees.
 4. Easements are hereby reserved throughout the Common Areas including, without limitation, the streets designated on the subdivision plat, for the use and enjoyment of the

Lot Owners, Members, their agents, guests, employees, licensees and invitees.

5. The Association may, in its sole discretion, without the consent and joinder of any other person, designate and reserve Tract H, as depicted on the Plat for Talon Bay, for the sole and exclusive use of the Owners within Talon Bay.
 6. In addition to the general easements for use of the Common Areas reserved herein, there shall be, and the Community Association hereby reserves and covenants for itself with respect to all portions of Talon Bay, whether or not presently subjected to this Declaration and for and on behalf of all future Owners within Talon Bay, that Association, its successors and assigns, and each and every Owner within the Community shall have a non-exclusive easement for pedestrian access over the Common Areas, if necessary to obtain access to any Improvements constructed on or adjacent to Talon Bay. This provision shall not be construed to create a right of access or use in any area set aside or reserved by the Association for the exclusive use of any person or persons.
- C. Restrictions on Owner Easements. No owner shall grant any easement upon any portion of the Lot and or Common Areas without the prior written consent of the Board of Directors of the Community Association.

8. ARTICLE VIII – COVENANT FOR MAINTENANCE ASSESSMENTS

- A. Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of such Ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association all Regular Assessments and Special Assessments in accordance with the Governing Documents. All such Assessments shall be fixed, established and collected from time to time as hereinafter provided or as may be provided in the Bylaws. The Assessments, together with interest thereon, late charges, attorney's fees and court costs, and all other costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Parcel against which each such Assessment is made. Each such Assessment, together with such interest, late charges, costs and attorney's fees, shall also be the personal obligation of the Owner of such Parcel at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Parcel. The Association may record in the Public Records of Sarasota County, Florida, a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Parcels. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for Assessment to be valid.
- B. Purposes of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in the Governing Documents. Amounts for Common Expenses provided for herein shall be used for the general purpose of promoting the health, safety, welfare, common benefit and enjoyment of the Owner and occupants of Talon Bay and of maintaining the property, and the values thereof, all as may be authorized from time to time by the Board.
- C. Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Regular Assessments may include amounts established for reserves. The Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such cost. Written notice of the annual Regular Assessment shall be sent to every Owner in accordance with Florida Law. Each Owner shall thereafter pay to the

Association his Regular Assessment in such installments and upon such due dates as may be established by the Board

- D. Special Assessments. Special Assessments shall be levied by the Board as needed from time to time as determined by the Board of Directors.
- E. Uniformity. Each Parcel shall bear a proportionate share of the Common Expense and all Special Assessments applicable to each individual Parcel. The proportionate share of each Parcel shall be equal to a fraction, the numerator of which is one (1) and the denominator is Two-Hundred Thirty-Three (233). Assessments may be collected at such intervals as may be determined by the Board.
- F. Certificate of Payment. The Association shall, upon request, furnish to any Owner a certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments on a specified Parcel have been paid, and the date and amount, if known, of the next Assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid as to third parties without notice of facts to the contrary.
- G. Reserves. The Association's Board of Directors may, but shall not be required to, establish reserve accounts as the Board of Directors determines appropriate from time to time.
- H. No Offsets. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason.
- I. Joint and Several Liability for Assessments. In general, a lien arising from any Assessment is effective from and shall relate back to the date on which the original Declaration was recorded in the Public Records of Sarasota County, Florida. A Parcel Owner, regardless of how his title to the Parcel has been acquired, is liable for all Assessments that come due while he or she is the Parcel Owner. A Parcel Owner is jointly and severally liable with the previous Parcel Owner for all unpaid Assessments that came due up and to the time of transfer of title. Notwithstanding, however, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Parcel by foreclosure or by deed in lieu of foreclosure for unpaid Assessments that became due before the mortgagee's acquisition of title shall be governed by the provisions of Florida Statutes, Chapter 720, as amended from time to time.
- J. Annual Budget. The Board of Directors shall prepare and adopt an annual budget and make copies thereof available at no charge to all Members. The Board may amend the annual budget, as it deems necessary and appropriate, complying with the same procedures as required to adopt the annual budget in the first instance.
- K. Non-payment of Assessments and Remedies of Association. If any Assessments are not paid, then such Assessments shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, be a continuing lien on the Parcel against which such Assessments is made binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. An Owner, regardless of how title is acquired, including without limitation by purchase at a foreclosure or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while that person is the Owner.

In the case of a voluntary conveyance, the Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments for the share of the Common Expenses that come due

up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

In instances whereby the Association acquires title to a Parcel through foreclosure or by deed in lieu of foreclosure, the Association shall not be deemed a previous Owner and the present Owner's liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the Parcel through foreclosure or by deed in lieu of foreclosure. The Owner acquiring title shall pay the unpaid Assessments to the Association at the time of transfer of title. Failure to pay the full amount owed to the Association shall entitle the Association, upon written notice to the Owner, to accelerate the Assessments and record a claim of lien in the Public Records of Sarasota County, Florida, and to proceed in the same manner for the collection of unpaid Assessments. The liability for Assessments may not be avoided by the abandonment of the Parcel for which the Assessments are made otherwise.

L. Monetary Defaults and Collections of Assessments.

- a. Interest and Late Charge. If any Owner is in default of the payment of any Assessments or in the payment of any other monies owed to the Association after written demand by the Association, such Owner shall pay to the Association interest at the rate of up to the highest amount allowable by law, on the amount owed to the Association from and after the due date. A reasonable late fee not to exceed the greater of five percent (5%) of the delinquent installment or \$25 shall also be imposed by the Board if any Owner is delinquent in paying an Assessment to the Association when due. The Board may set the amount of the late charge so long as it does not exceed the maximum amount allowed by law.
- b. Collection. In the event any Owner fails to pay any Assessment or other monies due to the Association after written demand, the Association may take any action deemed necessary to collect such Assessments or monies. Such action includes, but is not limited to, retaining the services of a collection agency or attorney, initiating legal proceedings, recording a claim of lien, and foreclosing said lien in the same manner as mortgage liens are foreclosed, or any other legal or equitable action.

The Owner shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessment or other monies owed to it, including costs of recording the claim of lien and recording any satisfaction of the claim of lien, reasonable attorneys' fees and costs, and all sums paid by the Association for taxes and on account of any mortgage lien or encumbrance in order to preserve and protect the Association's lien. Any payment received shall be applied first to interest accrued, next to late charges, then to any costs and reasonable attorneys' fees incurred in the collection, and lastly to the delinquent Assessments..

- c. Lien for Assessment and Monies Owed to Association. The Association has a lien on each Parcel for any unpaid Assessments, charges, interest, late charges, reasonable attorneys' fees and cost incurred by the Association incident to the collection of the Assessments or enforcement of the lien. The claim of lien shall secure all unpaid Assessments, interest, late charges, costs and attorneys' fees, which are due and which may accrue subsequent to the recording of the lien. The lien is effective upon the recording of a claim of lien in the Public Records of Sarasota County. The lien created by any such Assessment shall relate back to the date of filing of the Declaration and will take priority over intervening mortgages. Upon full payment of all sums secured by the lien, a satisfaction of the lien shall then be recorded in the Public Records in and for Sarasota County.

- d. Appointment of Receiver to Collect Rental. If the Owner remains in possession of the Parcel after the claim of lien is foreclosed, the court in its discretion may require the Owner to pay a reasonable rental for the Parcel. The Association is entitled to the appointment of a receiver to collect rent while the foreclosure action is pending, if the Parcel is rented or leased.
- e. Institutional First Mortgage. The liability of an Institutional Mortgagee on a Parcel, or its successors or assigns, who acquires title to a Parcel by foreclosure or by deed in lieu of foreclosure for unpaid Assessments that became due prior to the Institutional First Mortgagee's acquisition of title, is limited to the lesser of: (i) the Parcel's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent (1%) of the original mortgage debt. The limitations set forth in clauses (i) and (ii) above, shall not apply unless the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action. However, joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonable discoverable by the Institutional Mortgagee. An Institutional Mortgagee which has acquired title to a Parcel as a result of foreclosure or deed in lieu thereof, may not, during the period of its Ownership of such Parcel, whether or not such is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such Ownership.

9. ARTICLE IX – USE RESTRICTIONS. The following protective restrictions, limitation, conditions and agreements are hereby imposed upon Talon Bay and shall apply to all present and future Owners of said lands and any part thereof for the purposes of determining and insuring the proper use and development of the property.

- A. Colors. No exterior colors on any Dwelling and/or structure shall be permitted that, in the sole judgment of the Board of Directors, would be inharmonious or incongruous with the other Dwellings in Talon Bay, the Common Areas or the particular neighborhood. Any future exterior color changes desired by Owner must be first approved in writing by the Board of Directors in accordance herewith.
- B. Factory Built Structures. No structure of any kind that is commonly known as "factory built", "modular" or "mobile home" type of construction shall be erected on a Lot or Parcel.
- C. Driveways and Parking Areas. No gravel, blacktop or other paved residential parking strips will be allowed on a Lot or Parcel. Driveways and parking areas must be constructed using materials as first approved in writing by the Board of Directors.
- D. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.
- E. Temporary and Accessory Structures. No tents or temporary structures shall be permitted.
- F. Outdoor Equipment. All garbage and trash containers, swimming pool equipment, pool equipment housing and sprinkler pumps and other such outdoor equipment must be, walled in, or placed in sight-screened or fenced in areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise, adequate landscaping shall be installed around these facilities and maintained by the owner. All mailboxes shall be either purchased from the Community Association

by the Owner or be approved by the Board of Directors prior to installation. No newspaper tubes or driveway reflectors shall be installed on any Lot or Parcel. All outside spigots shall be connected to potable water only.

- G. **Air Conditioning and Heating Equipment.** All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or properties. Window air conditioning units shall not be permitted.
- H. **Signs.** No signs, freestanding or otherwise installed, shall be erected or displayed on any Lot or structure, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the Board of Directors. All signs must also conform with governmental codes and regulations in accordance with the Rules and Regulations.
- I. **Walls, Fences and Shutters.** No walls or fences shall be constructed on any Lot or Parcel until its height and location shall have first been approved in writing by the Board of Directors. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board of Directors, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any Dwelling or structure unless approved by the Board of Directors.
- J. **Lighting.** All exterior lighting of a lot shall be accomplished in accordance with a lighting plan approved in writing by the Board of Directors.
- K. **Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.**
 - a. No Commercial Vehicle of any kind shall be permitted to be parked on a Lot or Parcel unless such vehicle is necessary in the actual construction or repair of a Dwelling or structure or for ground maintenance.
 - b. No truck, Commercial Vehicle, and no recreation vehicle shall be permitted to be parked overnight unless kept fully enclosed inside a garage in accordance with the Rules and Regulations.
 - c. No boat, boat trailer or other trailer of any kind, camper, mobile home, disabled or unregistered vehicle shall be permitted to be parked or stored on a Lot or Parcel unless kept fully enclosed inside a garage.
 - d. None of the aforementioned vehicles shall be used as a domicile or residence, either permanently or temporarily.
- L. **Pets and Animals.**
 - 1. Commonly accepted household pets such as dogs, cats and birds may be kept in a Dwelling on a Lot. However, no more than two (2) dogs and cats, regardless of the combination, shall be permitted to reside on each Lot. All animals shall be contained on the Owner's Lot and shall not be permitted to roam freely.
 - 2. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animals, fowl or reptiles shall be kept on any Lot or Parcel.
- M. **Maintenance of Premises.** No weeds, underbrush or other unsightly growth shall be permitted to

grow or remain upon any Lot and no refuse or unsightly objects shall be placed or allowed to remain upon any Lot. All lawns, landscaping and sprinkler systems and any property, structure, Improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition, and all Improvements shall be maintained in a finished, painted and attractive condition.

N. Water Management and Drainage Areas.

1. No structure and/or Improvement of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a water management and drainage area reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the Community Association.
2. An Owner shall in no way deny or prevent ingress and egress by the Community Association to such water management and drainage areas for maintenance of landscape purposes. The right of ingress and egress and easements therefore are hereby specifically reserved and created in favor of the Community Association or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
3. No Lot shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owner shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement without the prior written consent of the Community Association.
4. It shall be the responsibility of each Owner at the time of construction of a building, residence or other Improvement, to comply with the construction plans for the Surface Water Management System, pursuant to the applicable sections of the Florida Administrative Code, approved and on file with SWFWMD. No Owner may construct any building, residence or Improvement or undertake or perform any activity in the wetlands, buffer areas and upland conservation areas described in the approved permit and record plat of the subdivision unless prior approval is received from SWFWMD pursuant to the applicable sections of the Florida Administrative Code.
5. Prior to receipt of a certificate of occupancy (CO) for a residence on each and every Lot, the Owner thereof shall cause the lot to be filled so as to comply with the approved grading and drainage plan for the development, which plan has been approved by SWFWMD and Sarasota County as such plan may be amended and approved by governmental agencies from time to time.

O. Nuisances. Nothing shall be done which may be or may become an annoyance or nuisance to any person or to a neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this section shall be decided by the Community Association, whose decision shall be final.

P. The Community Association's Exculpation. The Community Association may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without liability of any nature to Owner or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

Q. Owner and Member Compliance.

1. The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply to Owners, an Owner's Family, Tenant and Guests, and persons to whom an Owner has delegated his right of use to any Common Area, or Neighborhood Common Area but also to any other person occupying an Owner's Lot under lease from the Owner or by permission or invitation of the Owner or his Tenants, expressed or implied, licensees, invitees or guests.
2. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration and/or the Rules and Regulations shall not in any way act to limit or divest the right of the Community Association to enforce the provisions of this Declaration and/or the Rules and Regulations. The Owner shall be responsible for any and all violations of these provisions by his Family, Tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his Tenants.

R. Leasing:

1. The Dwelling may be rented or leased only after the Lot Owner obtains prior written approval from the Board of Directors. Only entire Dwelling units shall be rented. No Dwelling may be subdivided and partially rented. Leased Dwelling occupancy shall only be by the lessee, and his family. The Dwelling may not be leased or rented for a term of less than three consecutive months.
2. At a minimum, the Owner shall present the Board with the completed and signed current Rental Information Form, as approved by the Board from time to time, signed by the proposed tenants, a copy of the proposed lease, and provide the Board with enough information to perform a criminal background check if it chooses, the cost of which the Owner shall reimburse the Board. The Association may charge a transfer fee in an amount set by the Board. Prior to a tenant occupying a home, the Board of Directors may, but are not obligated to interview the new tenants. Prior to occupying a home, all tenants must sign a form promulgated by the Association that provides the full legal names and contact information on all adult occupants of the home and in which the tenant(s) and all adult occupants acknowledge that they have read and will abide by the requirements of the Governing Documents as a condition of the lease.
3. Attachment of Rental Income When Owner's Account is Delinquent. Notwithstanding any other remedy available to the Association under the Governing Documents or by the HOA Act, the Association shall have the following options when payments of Assessments, Special Assessments, fines, or other monetary obligations or charges are ninety (90) days or more delinquent. The Association may, without order of the Court, direct rental income (by written notice to the tenant with copy to Lot Owner) from Lots in default to be paid directly to the Association until all outstanding Assessments, Special Assessments, fines, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Lot in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

4. Unauthorized Transactions. Any lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Community Association and the Community Association may institute suit to evict the Tenant and/or commence an action to set aside such transaction in either event the Owner violating this Section shall be liable for all court costs and reasonable attorney's fees incurred by the Community Association, both at trial and appellate levels. Such voidability shall exist for no longer than one hundred twenty (120) days from the consummation of such transaction. Consummation is evidenced by occupancy of the Dwelling on the Lot. The Community Association must commence an action to set aside such transaction within such one hundred twenty (120) day period.

10. ARTICLE IX - PROPERTY MAINTENANCE

- A. Purpose and Authority. The Community Association shall regulate the maintenance of the Lots and the Common Areas and the Improvements thereon to create and conserve a quality environment for the Owner and occupants and to protect the investment and enhance the value of Talon Bay.
- B. Maintenance Requirement.
 1. In order to protect property values and to conserve the environment, maintenance of any of the Community Association's Common Areas, servitudes or Improvements thereon shall be in full accordance with the Rules and Regulations established pursuant to this Article IX, Article VIII, and the Rules and Regulations. No situation shall be allowed to exist or continue that may be or could become an annoyance or nuisance to the members of the Community Association.
 2. The preceding requirements of this section shall also apply to any Lot, any Neighborhood Common Area or Improvement in the event that the Neighborhood Association fails to perform and enforce effectively comparable maintenance regulation provisions, as determined by the Community Association. The cost of such maintenance regulation shall be assessed to any such Lot or the Neighborhood Association and shall not be subject to the limitation of the assessments in this section.
- C. Guidelines.
 1. The Community Association may develop and provide Rules and Regulations for the application of property maintenance provisions set forth in the Declaration. The Rules and Regulations may include procedures, aspects and objectives of property maintenance regulations and general principals and broad standards used as criteria in determining the achievement of the required objectives.
 2. In addition to such Rules and Regulations for achieving the required objectives in particular maintenance problems frequently encountered in the Lots or Common Areas, the Community Association may develop and promulgate typical specific practices that are generally acceptable and unacceptable. The Rules and Regulations and any such specific practices are intended to assist the Community Association, Owners and residents in the ongoing process of appropriate maintenance of the Lots and Common Areas.
- D. Optional Maintenance of Individual Property. The Community Association may, but is not required, to offer optional exterior maintenance for any Lot. Such exterior maintenance may include (without being limited to) the painting, repair, replacement and care of roofs, gutters, downspouts, the exterior surfaces of buildings and, to the extent exposed to community view, fences, landscaping, walks and other exterior improvements. When the Community Association provides maintenance pursuant to

the provisions of this section, the cost may be added to and become part of the Assessment to which the Lot is subject.

- E. Corrective Maintenance of Lot. In the event an Owner of any Lot in the Properties shall fail in his obligation to maintain the Lot and the Improvements situated thereon in compliance with comparable requirements and guidelines set out in this Declaration or by the Community Association or the Neighborhood Association, after approval by a two-thirds (2/3) vote of its Board, the Community Association shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the building and any other Improvement erected thereon. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such lot is subject.
- F. Corrective Maintenance of a Neighborhood Common Area. In the event that the Neighborhood Association shall fail in its obligations to maintain any Neighborhood Common Area and/or the Improvements situated thereon in compliance with the requirements and guidelines set out in this Declaration, the Community Association, by a two-thirds (2/3) vote of its Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Neighborhood Common Area or Improvements thereto. The cost of such shall be added to and become part of the Neighborhood Association Assessment and be reimbursed by the Neighborhood Association to the Community Association.
- G. Entry Rights. Each owner and the Neighborhood Association shall permit the Community Association's officers, directors, agents and employees to enter upon the Owner's or Neighborhood Association's premises at reasonable times, to maintain the Community Association's Common Areas and easements, to provide the maintenance permitted under this Article.
- H. Repair and Maintenance by Owner. Each Owner shall be responsible for the maintenance, repair and replacement of his Lot, the Dwelling, and all Improvements located thereto, including but not limited to the landscaping and lawn. Each Owner shall maintain, repair and replace such Lot, Dwelling, and Improvements at his sole expense, and such maintenance shall extend to and include all Improvements, structures, fixtures, equipment and appliances each to be maintained in good condition and repair and in an attractive condition and in keeping with the standards of maintenance throughout Talon Bay. Maintenance by the Owner shall further include painting, repair and replacement and care of roofs, gutters, down spouts, exterior building surfaces, screening and caging, walks and other exterior Improvements. All such maintenance and repairs shall conform to such standards and guidelines as may be promulgated from time to time by the Association in accordance herewith.

10. ARTICLE X - MANAGEMENT SERVICES TO NEIGHBORHOOD ASSOCIATIONS

- A. Scope. The Community Association may, but is not required to perform association management services for the Neighborhood Association. Such services may include, but are not limited to:
 - 1. Consultations on policy determinations;
 - 2. Occupancy information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;

3. Complaint handling, emergency management, record keeping and other general administrative activities;
 4. Assessment collection, expense disbursement and other financial operations;
 5. Insurance, bond, security services and other risk management activities;
 6. Design review and construction inspection of alterations to the property improvements;
 7. Maintenance of Common Areas and the exterior of lots; and
 8. Supplementary security.
- B. Service Agreement. Any such association management service shall be at the option of the Community Association and the Neighborhood Association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.
- C. Basis of Management Services. The Community Association and its officers, committees, employees and contractors shall perform any such Association management service as the agent of the Neighborhood Association being served and in accordance with the governing documents, programs, budgets and other policies of the Neighborhood Association.

11. ARTICLE XI - GENERAL PROVISIONS

A. Public Facilities.

1. In order to supplement the public facilities and services that may be furnished by any local governmental agency, and in order to provide additional facilities and services that may not be otherwise be available, Community Association is hereby authorized and empowered by authority of the Owners, when Community Association, in its sole discretion determines that it is necessary or desirable, to act on their behalf to provide or contract with other persons for the installation of a water supply system, irrigation water system, mosquito control facilities, fire fighting facilities, a gas system, a sewage disposal plant and sanitary sewer system, cable tv or central dish, and any other facilities or services customarily furnished or provided by local governmental agencies and not furnished or provided by the Community Association pursuant to Article IV. Owners of lots are not permitted to use any outside services if such services are provided by the Community Association pursuant to this Article or Article IV.
2. Each owner shall install, subject to the written approval of the Community Association, if applicable, all sewer connections so that direct connections can be made to the nearest street, alley, main or collection lines and the plan for such sewer connection shall be submitted to the Community Association, if applicable, for approval prior to commencement of said construction. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of the Community Association and, if permission is granted, the Owner may be required to connect to central potable or irrigation water system when available and thereafter to discontinue any private well or system. The Community Association in its sole judgment, shall determine when an Owner must connect to central potable or irrigation water systems and disconnect any private system.

- B. Declaration and General Protective Covenants Run with the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of any owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded.
- C. Amendment. This Declaration may be amended at any time as follows:
- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
 - b. Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than twenty percent (20) of the members of the Association.
 - c. Approval. This Declaration may be amended at any time and from time to time upon the approval, of not less than two-thirds (2/3rds) of the members of the Association casting their vote in person or by proxy at a properly called members' meeting.
 - d. Certificate. A certificate of amendment shall be recorded in the Public Records of Sarasota County, certifying that such approval has been obtained. The certificate of amendment shall be executed by the President and Secretary of the Association.
- D. Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.
- E. Notices.
1. To Community Association. Notices to the Community Association as may be required herein or the Bylaws of the Community Association shall be in writing and delivered or mailed to the Community Association at its principal place of business as shown by the records of the Secretary of State of Florida, or at any other location designated by the Community Association.
 2. To Owner. Notice to any owner of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the owner at the address shown on the tax rolls of Sarasota County, Florida, or if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of Sarasota County, Florida.
- F. Conflict In the event of a conflict, the Governing Documents shall govern in the following descending order:
- a. this Declaration of Covenants;
 - b. the Articles of Incorporation;
 - c. the Bylaws;
 - d. the Rules and Regulations; and
 - e. the Plat or other official document of the Community, including the Architectural Standards.

- G. **Neighborhood Association Governing Documents.** The Governing Documents of Talon Bay are superior in priority to the Governing Documents of the Neighborhood Association and in the event of a conflict the Governing Documents of Talon Bay will take priority over the Governing Documents of the Neighborhood Association.
- H. **Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions. If a word or phrase in the Governing Documents is deemed to be ambiguous, the Association's Board of Directors shall be responsible for providing a reasonable interpretation of an ambiguous word or phrase. The Board may rely on any dictionary definition of the word or phrase. The Board's interpretation shall be binding on all persons unless wholly unreasonable and arbitrary. An opinion of the Association's counsel that the Board's interpretation is not wholly unreasonable and arbitrary shall be binding on all persons.
- I. **Attorney's Fees.** In the event any action is instituted to enforce or construe the provisions contained in the Governing Documents, the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees and the costs of such suit, including attorney's fees incurred pretrial, in mediation, at trial, in bankruptcy, and all appellate levels. In the event the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment with respect to the Parcel or Parcels against which said action was taken. As used herein the term "attorney's fees" shall be deemed to include the cost of legal services provided by attorneys, legal assistants and paralegal.
- J. **Variances.** The Association's Board of Directors hereby reserves the right to enter into agreements with the Owner of any Lot or Lots (without the consent of the Owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth in this Declaration. Any such variance shall be evidenced by an agreement in writing executed by the Lot Owners and the President of the Association after approval by the Board of Directors at a duly-noticed Board meeting. The agreement shall be prepared in recordable form. The Lot Owner shall be responsible for reimbursing the Association for its reasonable attorney's fees and costs incurred in the drafting and recording of the variance agreement. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted.

TALON BAY UNIT ONE

PLAT BOOK 44 PAGE 188
SHEET 3 OF 4 SHEETS

SUBMISSION OF A PORTION OF SECTION 36,
TOWNSHIP 36 SOUTH, RANGE 20E,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

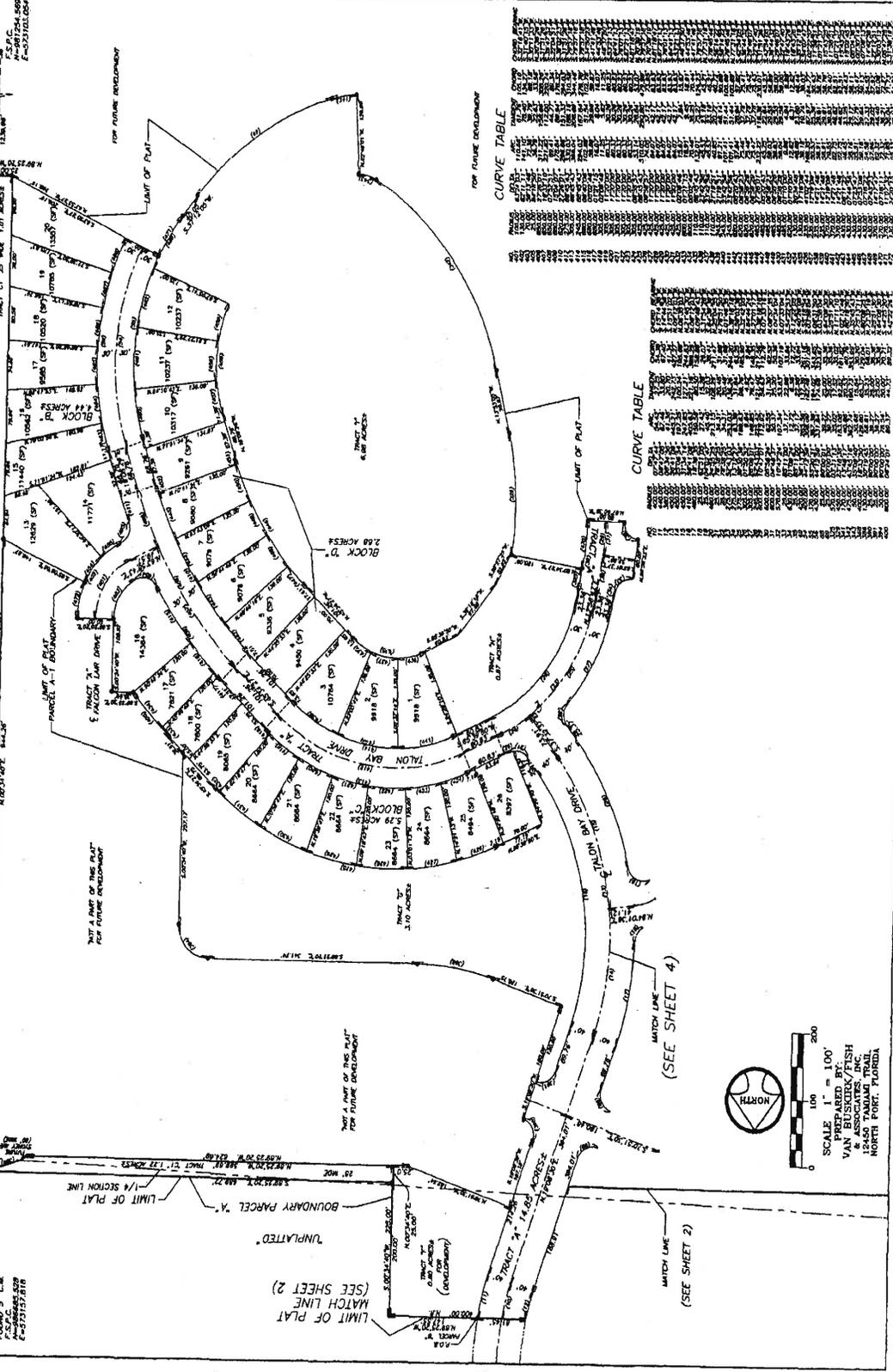
N.E. CORNER TO ROAD
CHARLOTTE SUBDIVISION
PAGE 40
P.L.C. # 2004-000000000
E-327130624

S.E. CORNER
SECTION 36
P.M.P. # 2004-000000000
P.L.C. # 2004-000000000
E-327130624

PLAT BOOK 13 PAGE 10
15TH ADDITION TO PORT CHARLOTTE SUBDIVISION
LIMIT OF PLAT PARCEL 74

6. LINE SECTION ON LANS RING
TRACT 21 25 ACRES 1.22 ACRES

PARCEL 74 BOUNDARY
TRACT 21 25 ACRES 1.22 ACRES



CURVE TABLE

CURVE TABLE

(SEE SHEET 4)

(SEE SHEET 2)



SCALE 1" = 100'
0 100 200

PREPARED BY
VAN BUSKIRK, PETERSON
& ASSOCIATES, INC.
10000 N. TAMPA TRAIL
NORTH PORT, FLORIDA

TALON BAY UNIT ONE

A SUBDIVISION OF A PORTION OF SECTION 36,
TOWNSHIP 38 SOUTH, RANGE 20 EAST, IN THE
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

PLAT BOOK 44 PAGE 18C
SHEET 4 OF 4 SHEETS

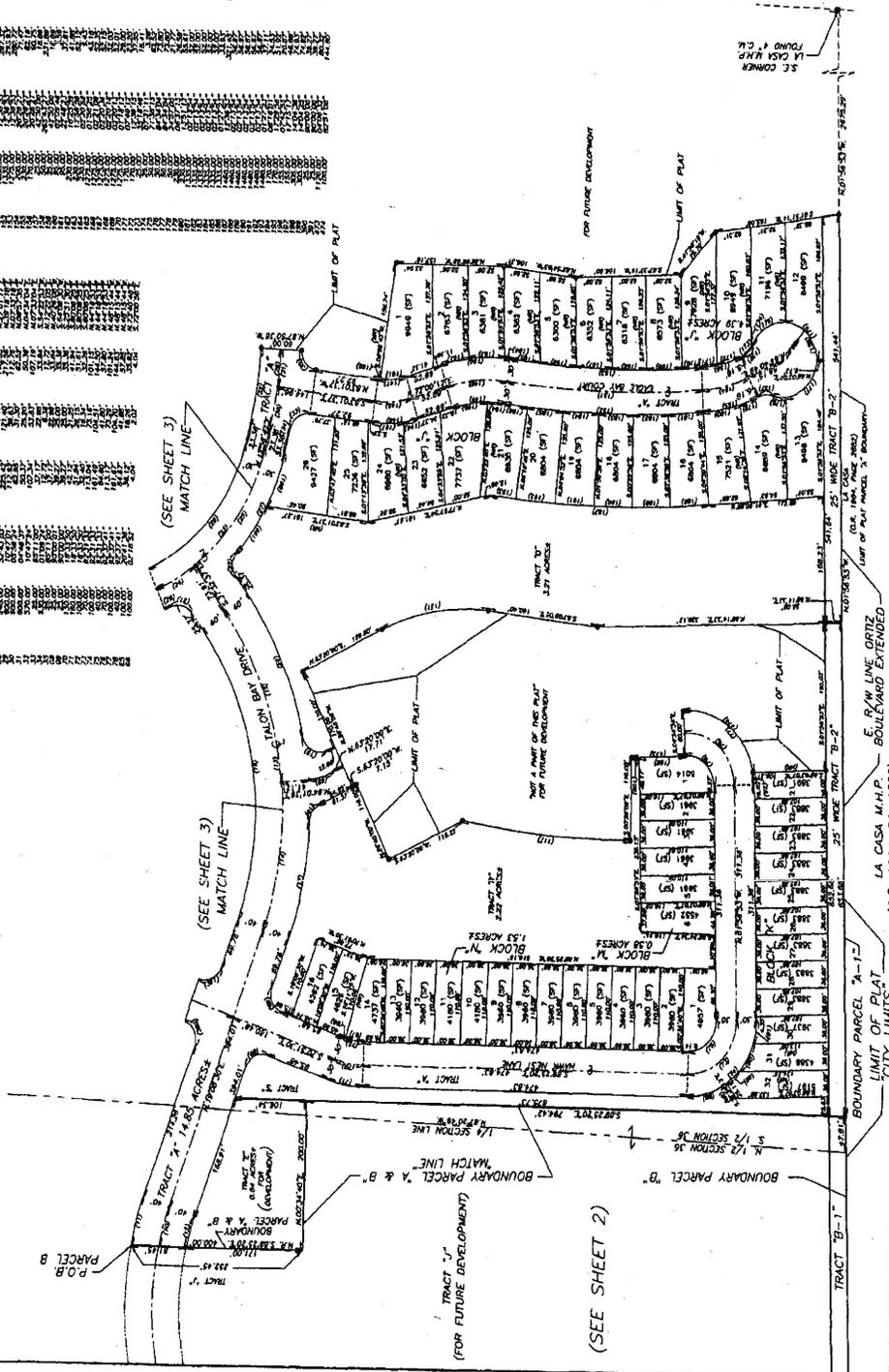


SCALE 1" = 100'
PREPARED BY
VAN BUSKIRK/FISH
& ASSOCIATES, INC.
NORTH PORT, FLORIDA

CURVE TABLE

CURVE TABLE

NO.	DESCRIPTION	CHORD	ANGLE	AREA
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(SEE SHEET 3)
MATCH LINE

(SEE SHEET 3)
MATCH LINE

(SEE SHEET 2)

TRACT 2'
(FOR FUTURE DEVELOPMENT)

BOUNDARY PARCEL "A-1-1"
LIMIT OF PLAT
CITY LIMITS

LA CISA M.A.P.
(G.R. 1964, P.C. 2682)

25' WIDE TRACT "B-2"
(G.R. 1964, P.C. 2682)

25' WIDE TRACT "B-1"
(G.R. 1964, P.C. 2682)

LA CISA M.A.P.
FOUND 1/4 C.A.

TALON BAY UNIT TWO

A SUBDIVISION OF A PORTION OF SECTION 26,
TOWNSHIP 39 SOUTH, RANGE 20 EAST, IN THE
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

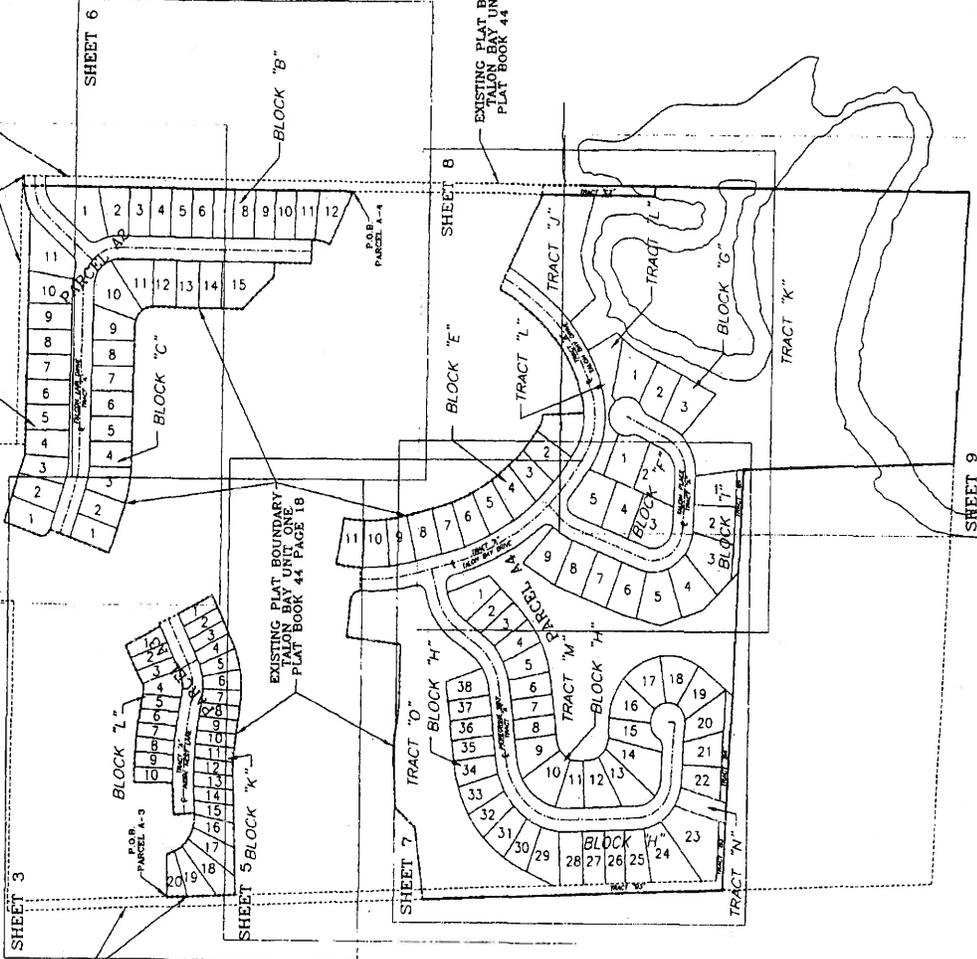


SCALE 1" = 200'
VAN BUSKIRK/FISH
& ASSOCIATES, INC.
NORTH PORT, FLORIDA

PLAT BOOK 45 PAGE 46A
SHEET 2 OF 9 SHEETS

SHEET 4

EXISTING PLAT BOUNDARY
TALON BAY UNIT ONE
PLAT BOOK 44 PAGE 18



EXISTING PLAT BOUNDARY
TALON BAY UNIT ONE
PLAT BOOK 44 PAGE 18

EXISTING PLAT BOUNDARY
TALON BAY UNIT ONE
PLAT BOOK 44 PAGE 18

EXISTING PLAT BOUNDARY
TALON BAY UNIT ONE
PLAT BOOK 44 PAGE 18

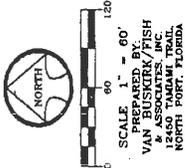
LEGEND ALL SHEETS

- ① INDICATES PERMANENT REFERENCE POINT
- ② INDICATES PERMANENT CONTROL POINT
- P.R. INDICATES PERMANENT REFERENCE POINT
- P.C. INDICATES POINT OF CURVATURE
- P.T. INDICATES POINT OF TANGENCY
- P.O.B. INDICATES POINT OF BEGINNING
- P.O.C. INDICATES POINT OF CURVATURE
- P.P. INDICATES POINT OF BEGINNING

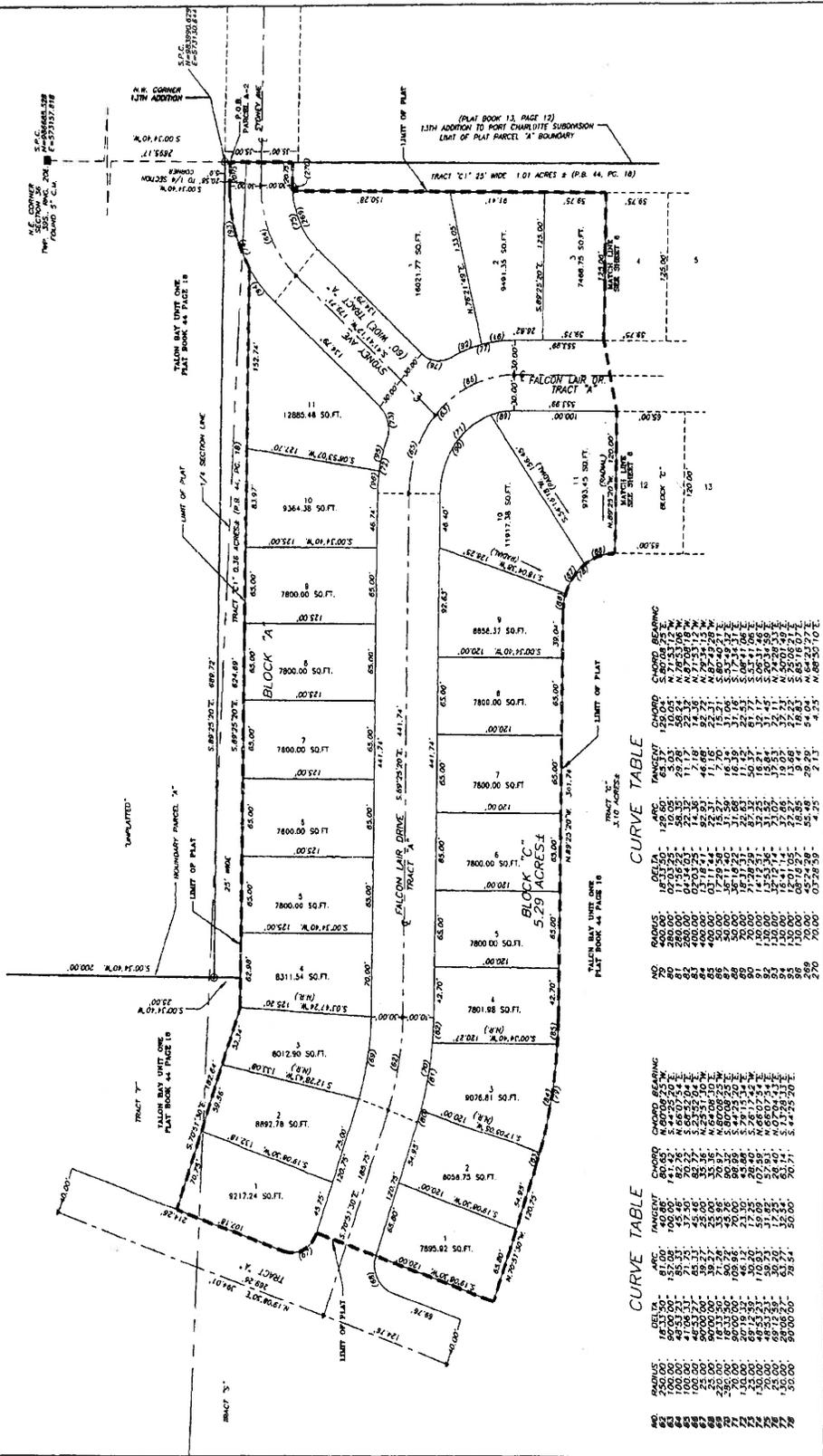
- NOTES:
- 1) BOUNDARY LINES AND PERMANENT REFERENCE POINTS ARE SHOWN IN THIS PLAT.
 - 2) ALL BOUNDARY LINES ARE EQUAL TO THE CURVES ALONG THE BOUNDARY.
 - 3) THE TOTAL AREA OF THIS PLAT SHALL BE AS SHOWN IN THE PLAT.
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TALON BAY UNIT TWO
 A SUBDIVISION OF A PORTION OF SECTION 36,
 TOWNSHIP 39 SOUTH, RANGE 20 EAST, IN THE
 CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

PLAT BOOK 45 PAGE 46C
 SHEET 4 OF 9 SHEETS



PREPARED BY:
VAN BUSKIRK/FISH
 12450 TAMiami TRAIL
 NORTH PORT, FLORIDA



CURVE TABLE

NO.	RADIUS	CHORD	CHORD BEARING	ARC	TANGENT	DELTA
1	700.00	100.00	89.03	157.00	100.00	100.00
2	1000.00	100.00	89.03	157.00	100.00	100.00
3	1500.00	100.00	89.03	157.00	100.00	100.00
4	2000.00	100.00	89.03	157.00	100.00	100.00
5	2500.00	100.00	89.03	157.00	100.00	100.00
6	3000.00	100.00	89.03	157.00	100.00	100.00
7	3500.00	100.00	89.03	157.00	100.00	100.00
8	4000.00	100.00	89.03	157.00	100.00	100.00
9	4500.00	100.00	89.03	157.00	100.00	100.00
10	5000.00	100.00	89.03	157.00	100.00	100.00
11	5500.00	100.00	89.03	157.00	100.00	100.00
12	6000.00	100.00	89.03	157.00	100.00	100.00
13	6500.00	100.00	89.03	157.00	100.00	100.00
14	7000.00	100.00	89.03	157.00	100.00	100.00
15	7500.00	100.00	89.03	157.00	100.00	100.00
16	8000.00	100.00	89.03	157.00	100.00	100.00
17	8500.00	100.00	89.03	157.00	100.00	100.00
18	9000.00	100.00	89.03	157.00	100.00	100.00
19	9500.00	100.00	89.03	157.00	100.00	100.00
20	10000.00	100.00	89.03	157.00	100.00	100.00

CURVE TABLE

NO.	RADIUS	CHORD	CHORD BEARING	ARC	TANGENT	DELTA
1	700.00	100.00	89.03	157.00	100.00	100.00
2	1000.00	100.00	89.03	157.00	100.00	100.00
3	1500.00	100.00	89.03	157.00	100.00	100.00
4	2000.00	100.00	89.03	157.00	100.00	100.00
5	2500.00	100.00	89.03	157.00	100.00	100.00
6	3000.00	100.00	89.03	157.00	100.00	100.00
7	3500.00	100.00	89.03	157.00	100.00	100.00
8	4000.00	100.00	89.03	157.00	100.00	100.00
9	4500.00	100.00	89.03	157.00	100.00	100.00
10	5000.00	100.00	89.03	157.00	100.00	100.00
11	5500.00	100.00	89.03	157.00	100.00	100.00
12	6000.00	100.00	89.03	157.00	100.00	100.00
13	6500.00	100.00	89.03	157.00	100.00	100.00
14	7000.00	100.00	89.03	157.00	100.00	100.00
15	7500.00	100.00	89.03	157.00	100.00	100.00
16	8000.00	100.00	89.03	157.00	100.00	100.00
17	8500.00	100.00	89.03	157.00	100.00	100.00
18	9000.00	100.00	89.03	157.00	100.00	100.00
19	9500.00	100.00	89.03	157.00	100.00	100.00
20	10000.00	100.00	89.03	157.00	100.00	100.00

TALON BAY UNIT TWO

A SUBDIVISION OF A PORTION OF SECTION 36,
TOWNSHIP 39 SOUTH, RANGE 20 EAST, IN THE
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

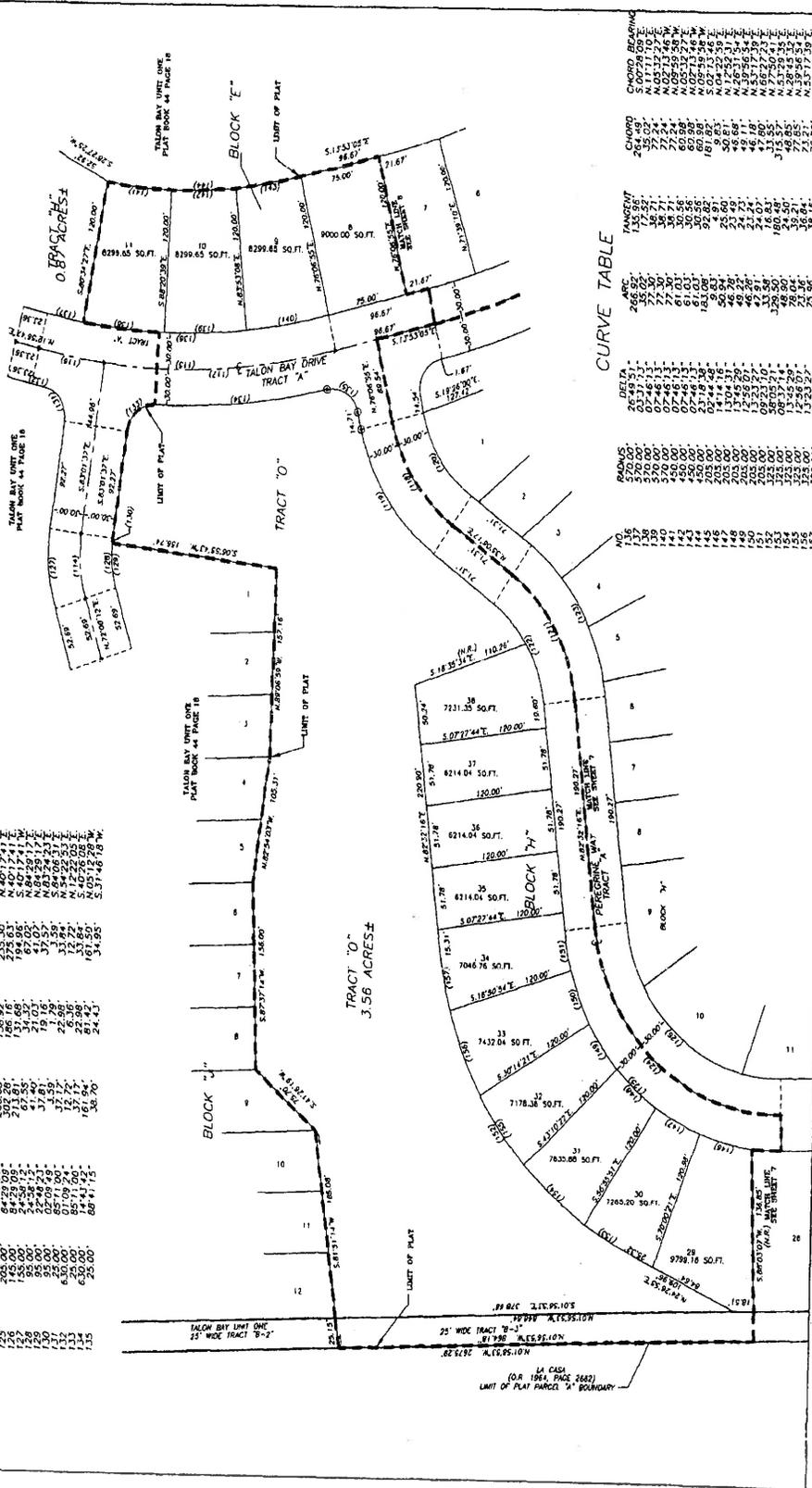
PLAT BOOK 45 PAGE 46
SHEET 5 OF 9 SHEETS



SCALE 1" = 60'
PREPARED BY:
VAN BUSKIRK/FISH
SURVEYING, INC.
1345 TAMMAM TRAIL
NORTH PORT, FLORIDA

CURVE TABLE

ARC	TANGENT	CHORD	CHORD BEARING
1.00	0.0157	0.9999	S. 89.28° E. 75.00'
2.00	0.0314	0.9988	N. 08.52° S. 15.00'
3.00	0.0471	0.9973	N. 08.52° S. 15.00'
4.00	0.0628	0.9954	N. 33.36° S. 30.00'
5.00	0.0785	0.9931	N. 33.36° S. 30.00'
6.00	0.0942	0.9904	N. 58.20° S. 45.00'
7.00	0.1099	0.9873	N. 58.20° S. 45.00'
8.00	0.1256	0.9838	N. 83.04° S. 60.00'
9.00	0.1413	0.9799	N. 83.04° S. 60.00'
10.00	0.1570	0.9756	N. 107.88° S. 75.00'
11.00	0.1727	0.9709	N. 107.88° S. 75.00'
12.00	0.1884	0.9658	N. 132.72° S. 90.00'
13.00	0.2041	0.9603	N. 132.72° S. 90.00'
14.00	0.2198	0.9544	N. 157.56° S. 105.00'
15.00	0.2355	0.9481	N. 157.56° S. 105.00'
16.00	0.2512	0.9414	N. 182.40° S. 120.00'
17.00	0.2669	0.9343	N. 182.40° S. 120.00'
18.00	0.2826	0.9268	N. 207.24° S. 135.00'
19.00	0.2983	0.9189	N. 207.24° S. 135.00'
20.00	0.3140	0.9106	N. 232.08° S. 150.00'
21.00	0.3297	0.9019	N. 232.08° S. 150.00'
22.00	0.3454	0.8928	N. 256.92° S. 165.00'
23.00	0.3611	0.8833	N. 256.92° S. 165.00'
24.00	0.3768	0.8734	N. 281.76° S. 180.00'
25.00	0.3925	0.8631	N. 281.76° S. 180.00'



CURVE TABLE

DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1.00	0.0157	0.0314	0.0157	S. 00.78° E. 03.14'
2.00	0.0314	0.0628	0.0314	N. 02.12° E. 06.28'
3.00	0.0471	0.0942	0.0471	N. 03.46° E. 09.42'
4.00	0.0628	0.1256	0.0628	N. 04.80° E. 12.56'
5.00	0.0785	0.1570	0.0785	N. 06.14° E. 15.70'
6.00	0.0942	0.1884	0.0942	N. 07.48° E. 18.84'
7.00	0.1099	0.2198	0.1099	N. 08.82° E. 21.98'
8.00	0.1256	0.2512	0.1256	N. 10.16° E. 25.12'
9.00	0.1413	0.2826	0.1413	N. 11.50° E. 28.26'
10.00	0.1570	0.3140	0.1570	N. 12.84° E. 31.40'
11.00	0.1727	0.3454	0.1727	N. 14.18° E. 34.54'
12.00	0.1884	0.3768	0.1884	N. 15.52° E. 37.68'
13.00	0.2041	0.4082	0.2041	N. 16.86° E. 40.82'
14.00	0.2198	0.4396	0.2198	N. 18.20° E. 43.96'
15.00	0.2355	0.4710	0.2355	N. 19.54° E. 47.10'
16.00	0.2512	0.5024	0.2512	N. 20.88° E. 50.24'
17.00	0.2669	0.5338	0.2669	N. 22.22° E. 53.38'
18.00	0.2826	0.5652	0.2826	N. 23.56° E. 56.52'
19.00	0.2983	0.5966	0.2983	N. 24.90° E. 59.66'
20.00	0.3140	0.6280	0.3140	N. 26.24° E. 62.80'
21.00	0.3297	0.6594	0.3297	N. 27.58° E. 65.94'
22.00	0.3454	0.6908	0.3454	N. 28.92° E. 69.08'
23.00	0.3611	0.7222	0.3611	N. 30.26° E. 72.22'
24.00	0.3768	0.7536	0.3768	N. 31.60° E. 75.36'
25.00	0.3925	0.7850	0.3925	N. 32.94° E. 78.50'

TALON BAY UNIT TWO

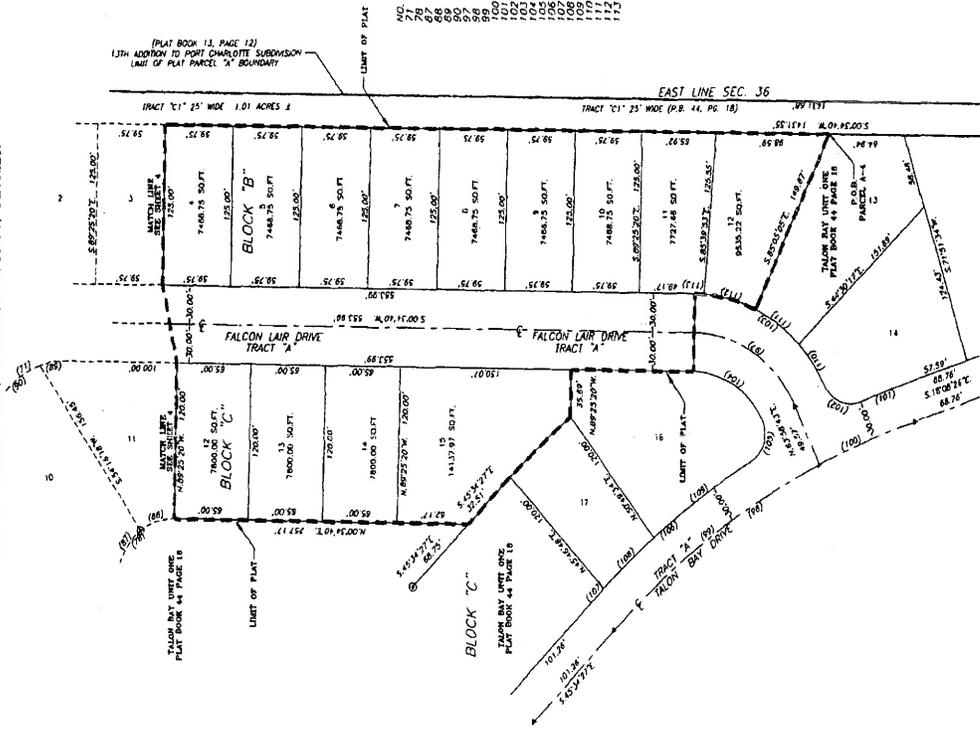
SUBDIVISION OF A PORTION OF SECTION 36,
TOWNSHIP 28 NORTH, RANGE 18 WEST,
CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

PLAT BOOK 45 PAGE 46E
SHEET 6 OF 9 SHEETS



SCALE 1" = 80'
PREPARED BY:
VAN SICKREK/FISH
12450 TAMiami TRAIL
NORTH PORT, FLORIDA

(PLAT BOOK 13, PAGE 12)
1/1TH ADDITION TO PORT CHARLOTTE SUBDIVISION
LIMIT OF PLAT PARCEL "A" BOUNDARY

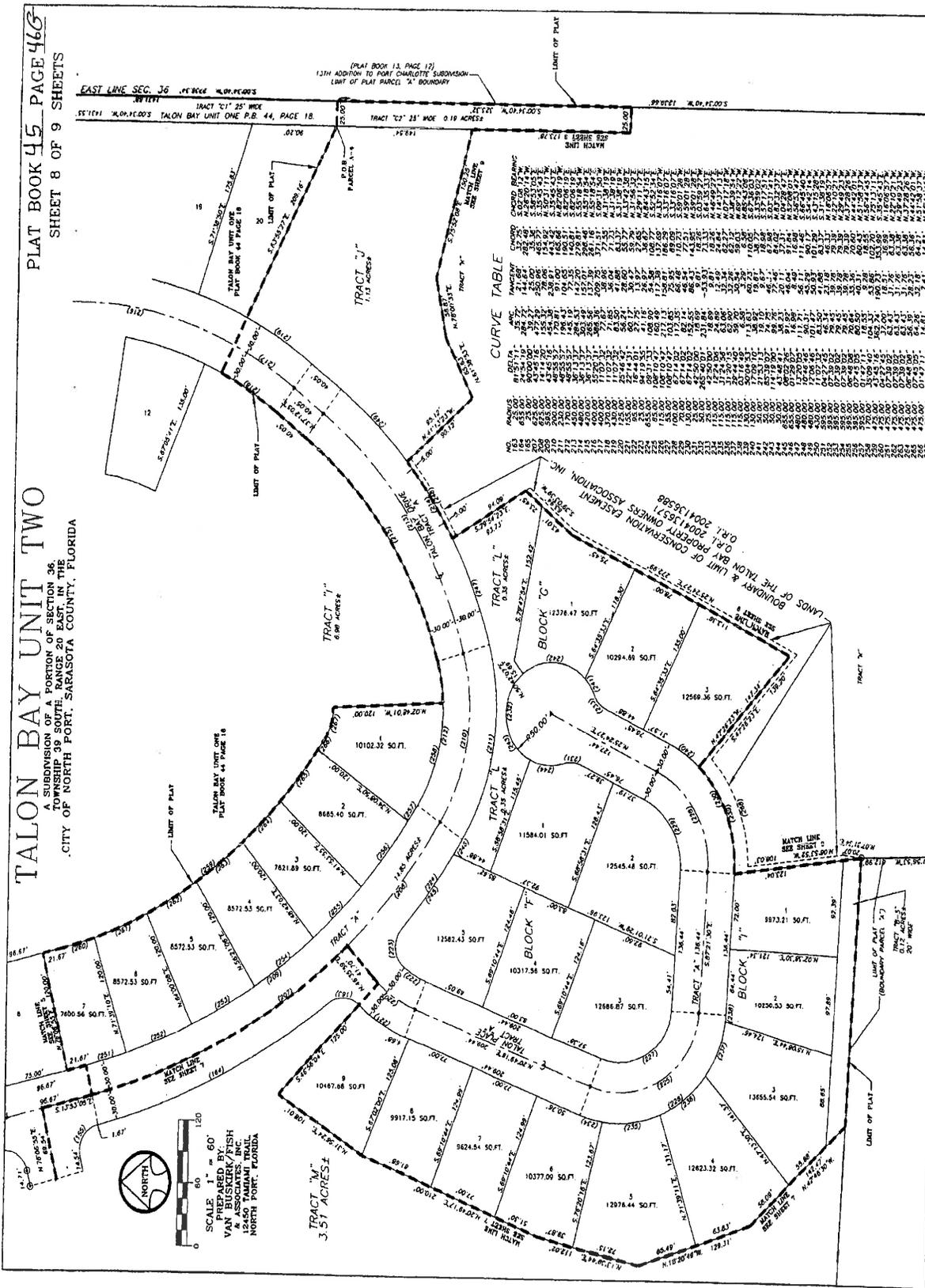


CURVE TABLE

ARC	RADIUS	TANGENT	CHORD	CHORD BEARING
106.84	900.00	167.84	170.71	S 44° 25' 20" E
31.28	50.00	16.38	31.06	S 57° 49' 37" E
22.63	50.00	11.45	22.53	S 69° 47' 04" E
170.66	100.00	63.24	105.10	S 37° 16' 41" W
221.82	650.00	142.31	200.24	S 31° 52' 51" E
49.41	650.00	44.77	89.34	S 27° 01' 51" E
36.79	35.00	8.41	33.56	N 20° 36' 26" E
72.36	70.00	16.82	67.12	N 20° 36' 26" E
178.42	860.00	350.40	108.78	S 30° 11' 13" E
16.07	680.00	16.07	16.07	N 75° 20' 57" W
102.88	680.00	60.41	160.00	S 44° 53' 42" E
46.88	680.00	20.44	102.79	S 34° 50' 25" E
20.44	130.00	20.44	39.03	S 34° 07' 23" W
63.53	130.00	63.53	46.44	N 14° 37' 31" E
4.28	63.53	4.28	8.52	N 02° 27' 23" E

TALON BAY UNIT TWO
 A SUBDIVISION OF A PORTION OF SECTION 36,
 TOWNSHIP 39 SOUTH RANGE 20 EAST
 CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA

PLAT BOOK 45 PAGE 466
 SHEET 8 OF 9 SHEETS



CURVE TABLE

NO.	AREA	PERCENT	CHORD BEARING
1	11.88	1.18	N 89° 57' 30" E 11.88
2	11.88	1.18	S 89° 57' 30" W 11.88
3	11.88	1.18	N 89° 57' 30" E 11.88
4	11.88	1.18	S 89° 57' 30" W 11.88
5	11.88	1.18	N 89° 57' 30" E 11.88
6	11.88	1.18	S 89° 57' 30" W 11.88
7	11.88	1.18	N 89° 57' 30" E 11.88
8	11.88	1.18	S 89° 57' 30" W 11.88
9	11.88	1.18	N 89° 57' 30" E 11.88
10	11.88	1.18	S 89° 57' 30" W 11.88
11	11.88	1.18	N 89° 57' 30" E 11.88
12	11.88	1.18	S 89° 57' 30" W 11.88
13	11.88	1.18	N 89° 57' 30" E 11.88
14	11.88	1.18	S 89° 57' 30" W 11.88
15	11.88	1.18	N 89° 57' 30" E 11.88
16	11.88	1.18	S 89° 57' 30" W 11.88
17	11.88	1.18	N 89° 57' 30" E 11.88
18	11.88	1.18	S 89° 57' 30" W 11.88
19	11.88	1.18	N 89° 57' 30" E 11.88
20	11.88	1.18	S 89° 57' 30" W 11.88
21	11.88	1.18	N 89° 57' 30" E 11.88
22	11.88	1.18	S 89° 57' 30" W 11.88
23	11.88	1.18	N 89° 57' 30" E 11.88
24	11.88	1.18	S 89° 57' 30" W 11.88
25	11.88	1.18	N 89° 57' 30" E 11.88
26	11.88	1.18	S 89° 57' 30" W 11.88
27	11.88	1.18	N 89° 57' 30" E 11.88
28	11.88	1.18	S 89° 57' 30" W 11.88
29	11.88	1.18	N 89° 57' 30" E 11.88
30	11.88	1.18	S 89° 57' 30" W 11.88
31	11.88	1.18	N 89° 57' 30" E 11.88
32	11.88	1.18	S 89° 57' 30" W 11.88
33	11.88	1.18	N 89° 57' 30" E 11.88
34	11.88	1.18	S 89° 57' 30" W 11.88
35	11.88	1.18	N 89° 57' 30" E 11.88
36	11.88	1.18	S 89° 57' 30" W 11.88
37	11.88	1.18	N 89° 57' 30" E 11.88
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61	11.88	1.18	N 89° 57' 30" E 11.88
62	11.88	1.18	S 89° 57' 30" W 11.88
63	11.88	1.18	N 89° 57' 30" E 11.88
64	11.88	1.18	S 89° 57' 30" W 11.88
65	11.88	1.18	N 89° 57' 30" E 11.88
66	11.88	1.18	S 89° 57' 30" W 11.88
67	11.88	1.18	N 89° 57' 30" E 11.88
68	11.88	1.18	S 89° 57' 30" W 11.88
69	11.88	1.18	N 89° 57' 30" E 11.88
70	11.88	1.18	S 89° 57' 30" W 11.88
71	11.88	1.18	N 89° 57' 30" E 11.88
72	11.88	1.18	S 89° 57' 30" W 11.88
73	11.88	1.18	N 89° 57' 30" E 11.88
74	11.88	1.18	S 89° 57' 30" W 11.88
75	11.88	1.18	N 89° 57' 30" E 11.88
76	11.88	1.18	S 89° 57' 30" W 11.88
77	11.88	1.18	N 89° 57' 30" E 11.88
78	11.88	1.18	S 89° 57' 30" W 11.88
79	11.88	1.18	N 89° 57' 30" E 11.88
80	11.88	1.18	S 89° 57' 30" W 11.88
81	11.88	1.18	N 89° 57' 30" E 11.88
82	11.88	1.18	S 89° 57' 30" W 11.88
83	11.88	1.18	N 89° 57' 30" E 11.88
84	11.88	1.18	S 89° 57' 30" W 11.88
85	11.88	1.18	N 89° 57' 30" E 11.88
86	11.88	1.18	S 89° 57' 30" W 11.88
87	11.88	1.18	N 89° 57' 30" E 11.88
88	11.88	1.18	S 89° 57' 30" W 11.88
89	11.88	1.18	N 89° 57' 30" E 11.88
90	11.88	1.18	S 89° 57' 30" W 11.88
91	11.88	1.18	N 89° 57' 30" E 11.88
92	11.88	1.18	S 89° 57' 30" W 11.88
93	11.88	1.18	N 89° 57' 30" E 11.88
94	11.88	1.18	S 89° 57' 30" W 11.88
95	11.88	1.18	N 89° 57' 30" E 11.88
96	11.88	1.18	S 89° 57' 30" W 11.88
97	11.88	1.18	N 89° 57' 30" E 11.88
98	11.88	1.18	S 89° 57' 30" W 11.88
99	11.88	1.18	N 89° 57' 30" E 11.88
100	11.88	1.18	S 89° 57' 30" W 11.88

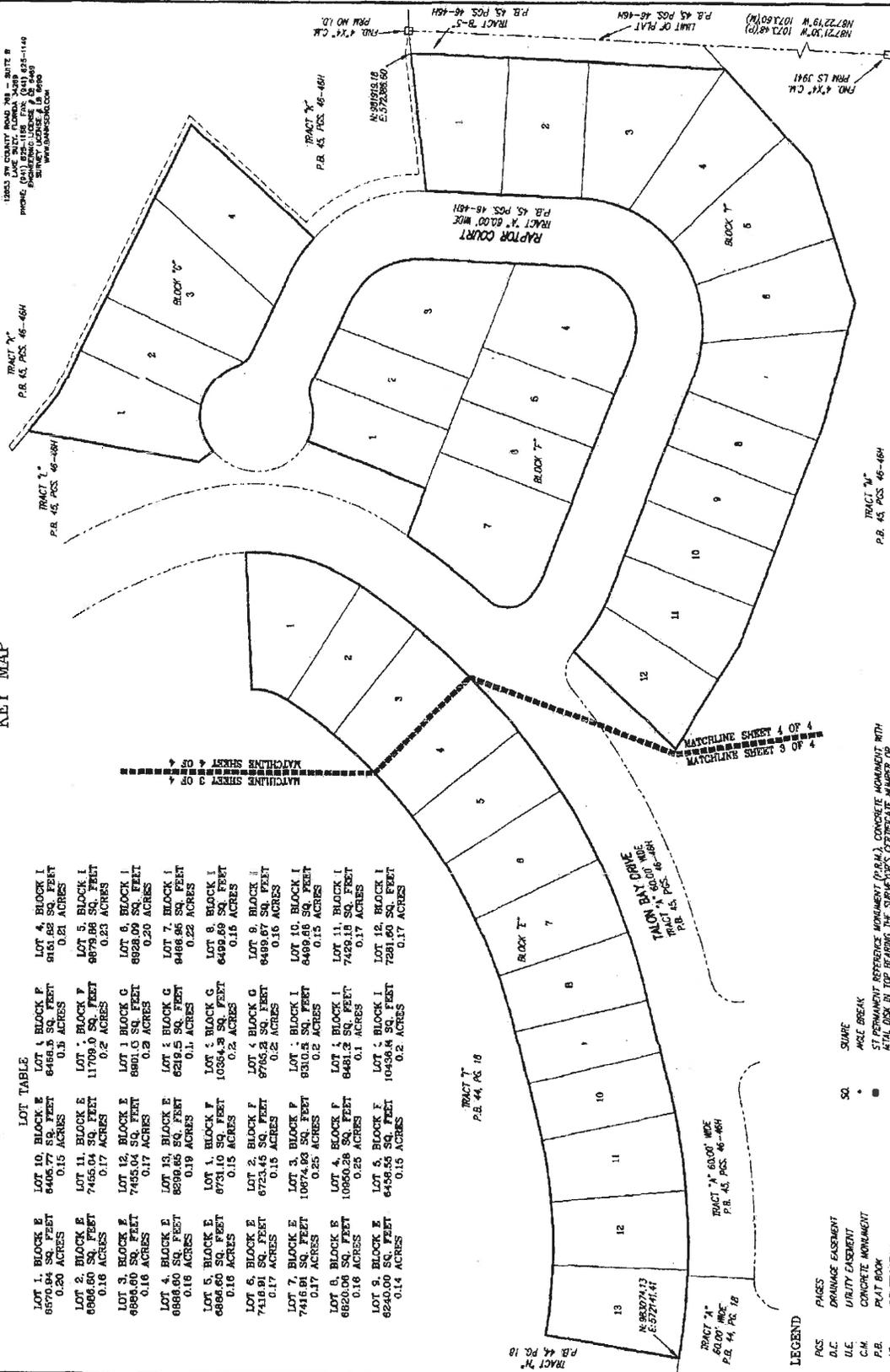
BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors
 12635 SW CANTY ROAD 38 - SUITE #
 MORGAN LAKE VILLAGE, FLORIDA 33450-1145
 PHONE: (407) 948-1145
 FACSIMILE: (407) 948-1146
 E-MAIL: BANKS@BANKSENG.COM
 WWW.BANKSENG.COM

TALON BAY UNIT TWO-PARTIAL REPLAT

A REPLAT OF LOTS 1 THROUGH 11, BLOCK 7, LOTS 1 THROUGH 5 BLOCK 7, LOTS 1 THROUGH 3 BLOCK 7 AND LOTS 1 THROUGH 9 BLOCK 7, TALON BAY UNIT TWO AS RECORDED IN PLAT BOOK 48, PAGES 48 THROUGH 49L.
 A RESIDENTIAL SUBDIVISION LYING IN SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST CITY OF NORTH PORT, SAWASOTA COUNTY, FLORIDA

KEY MAP



LOT TABLE

LOT	AREA (SQ. FEET)	AREA (ACRES)	LOT	AREA (SQ. FEET)	AREA (ACRES)
LOT 1, BLOCK 7	8578.00	0.20	LOT 4, BLOCK 7	8161.00	0.21
LOT 2, BLOCK 7	8866.00	0.18	LOT 5, BLOCK 7	8879.86	0.23
LOT 3, BLOCK 7	8866.00	0.18	LOT 6, BLOCK 7	8928.09	0.20
LOT 4, BLOCK 7	8866.00	0.18	LOT 7, BLOCK 7	8488.96	0.22
LOT 5, BLOCK 7	8866.00	0.18	LOT 8, BLOCK 7	8488.96	0.22
LOT 6, BLOCK 7	8866.00	0.18	LOT 9, BLOCK 7	8488.96	0.22
LOT 7, BLOCK 7	8866.00	0.18	LOT 10, BLOCK 7	8488.96	0.22
LOT 8, BLOCK 7	8866.00	0.18	LOT 11, BLOCK 7	8488.96	0.22
LOT 9, BLOCK 7	8866.00	0.18	LOT 12, BLOCK 7	8488.96	0.22
LOT 10, BLOCK 7	8866.00	0.18			
LOT 11, BLOCK 7	8866.00	0.18			
LOT 12, BLOCK 7	8866.00	0.18			
LOT 13, BLOCK 7	8866.00	0.18			

LEGEND

P.A.S.	PAGES	SQ.	SQUARE
D.C.	DRAINAGE EASEMENT	ASL	ASLE BREAK
U.E.	UTILITY EASEMENT	ST	ST PERMANENT REFERENCE MONUMENT (P.R.M.) CONCRETE MONUMENT WITH METAL DISK IN TOP BEARING THE SURVEYOR'S CERTIFICATE NUMBER OF APPROPRIATE NUMBER UNLESS OTHERWISE SHOWN
C.M.	CONCRETE MONUMENT	W.M.	WORTHINGTON AND EASTING STATE PLANE COORDINATE, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983/1990
P.B.	PLAT BOOK	M.C.	MATCH LINE
L.D.	ROOF DRAINAGE	N.E.	NORTH
L.B.	LABELED BUSINESS	L.T.	LOT NUMBER
C.I.	CURVE 1/2 OF CURVE TABLE		
L.T.	LINE 1/2 OF LINE TABLE		
P.M.	PERMANENT REFERENCE MONUMENT		

NOTES

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL INTERNAL MONUMENTATION TO BE SET IN ACCORDANCE WITH SECTION 171.081.

SEE SHEET 1 OF 4 FOR BOUNDARY DESCRIPTION
 SEE SHEETS 3 AND 4 OF 4 FOR DIMENSIONS

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TALON BAY UNIT TWO-PARTIAL REPLAT

A REPLAT OF LOTS 1 THROUGH 11, BLOCK 'E', LOTS 1 THROUGH 5 BLOCK 'F', LOTS 1 THROUGH 3 BLOCK 'G' AND LOTS 1 THROUGH 9 BLOCK 'T', TALON BAY UNIT TWO AS RECORDED IN PLAT BOOK 45, PAGES 46 THROUGH 48L
A RESIDENTIAL SUBDIVISION LING IN SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST CITY OF NORTH HAVEN, SANSAVIA COUNTY, FLORIDA

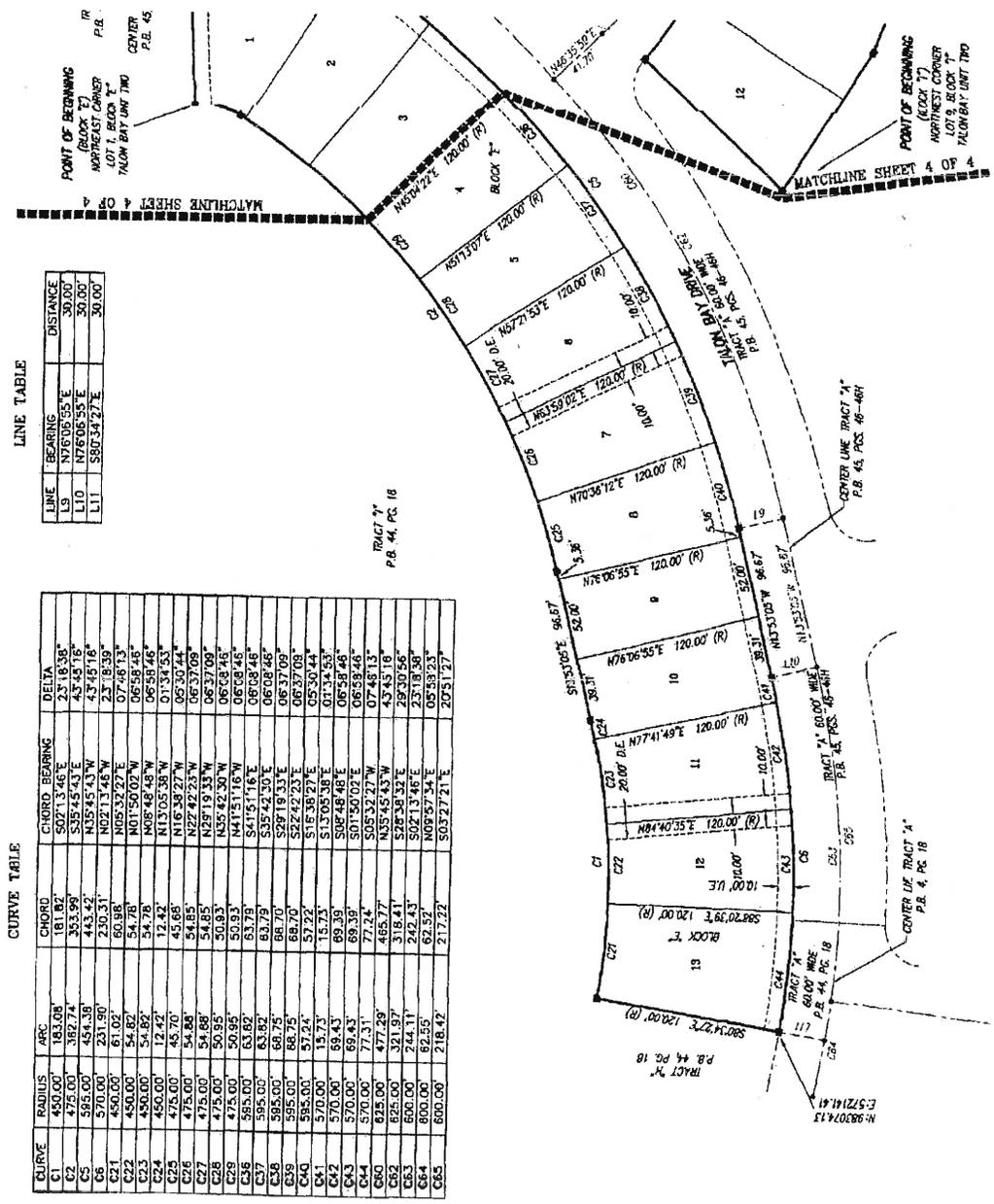


CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	450.00'	181.82'	161.82'	S02°13'46"E	2°18'38"
C2	450.00'	181.82'	161.82'	S39°45'43"E	4°54'16"
C3	565.00'	231.80'	203.52'	N35°45'43"W	4°54'16"
C4	570.00'	231.80'	203.52'	N22°13'45"W	2°33'52"
C5	570.00'	231.80'	203.52'	N07°52'07"E	07°48'13"
C6	450.00'	54.82'	54.78'	N08°48'48"W	08°58'46"
C7	450.00'	54.82'	54.78'	N13°03'38"W	05°37'53"
C8	475.00'	45.70'	45.66'	N16°58'27"W	06°37'09"
C9	475.00'	45.70'	45.66'	N22°42'23"W	06°37'09"
C10	475.00'	45.70'	45.66'	N29°19'33"W	06°37'09"
C11	475.00'	45.70'	45.66'	N41°51'16"W	06°37'09"
C12	475.00'	45.70'	45.66'	N41°51'16"W	06°37'09"
C13	475.00'	45.70'	45.66'	N35°42'30"E	06°37'09"
C14	475.00'	45.70'	45.66'	S22°42'23"E	06°37'09"
C15	475.00'	45.70'	45.66'	S16°36'27"E	06°37'09"
C16	475.00'	45.70'	45.66'	S13°05'38"E	06°37'09"
C17	475.00'	45.70'	45.66'	S08°48'48"E	06°37'09"
C18	475.00'	45.70'	45.66'	S01°50'02"E	06°37'09"
C19	475.00'	45.70'	45.66'	S05°32'27"W	07°48'13"
C20	475.00'	45.70'	45.66'	N35°45'43"W	4°54'16"
C21	475.00'	45.70'	45.66'	S28°38'32"E	2°33'52"
C22	475.00'	45.70'	45.66'	S02°13'46"E	2°33'52"
C23	475.00'	45.70'	45.66'	N03°57'54"E	05°58'25"
C24	475.00'	45.70'	45.66'	S03°27'21"E	2°05'12.7"

LINE TABLE

LINE	BEARING	DISTANCE
L9	N76°06'55"E	30.00'
L10	N76°06'55"E	30.00'
L11	S90°34'27"E	30.00'



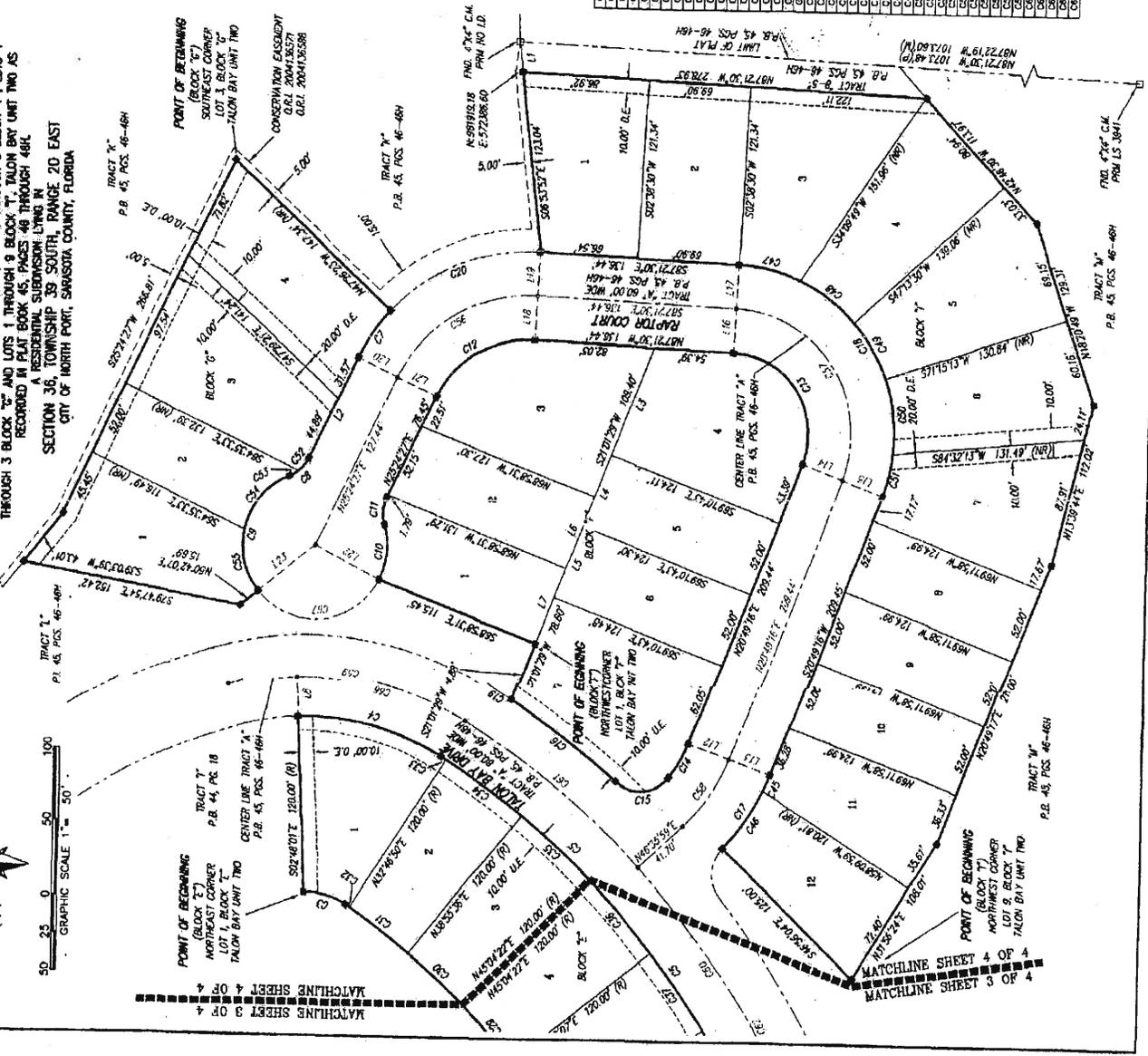
SEE SHEET 1 OF 4 FOR BOUNDARY DESCRIPTION
SEE SHEET 2 OF 4 FOR LIFT SHEET AND LEGEND

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TALON BAY UNIT TWO-PARTIAL REPLAT

A REPLAT OF LOTS 1 THROUGH 11, BLOCK T, LOTS 1 THROUGH 9, BLOCK T, TALON BAY UNIT TWO AS RECORDED IN PLAT BOOK 45, PAGES 46 THROUGH 48C, A RESIDENTIAL SUBDIVISION LYING IN SECTION 36, TOWNSHIP 39 SOUTH, RANGE 20 EAST CITY OF NORTH PORT, SARASOTA COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S08°53'00"E	78.45
L2	N25°24'27"E	78.45
L3	N42°01'25"E	78.45
L4	N21°01'25"E	78.45
L5	N21°01'25"E	78.45
L6	N21°01'25"E	78.45
L7	N21°01'25"E	78.45
L8	N21°01'25"E	78.45
L9	N21°01'25"E	78.45
L10	N21°01'25"E	78.45
L11	N21°01'25"E	78.45
L12	N21°01'25"E	78.45
L13	N21°01'25"E	78.45
L14	S08°53'00"E	78.45
L15	N08°10'24"W	30.00
L16	S02°38'30"W	30.00
L17	S02°38'30"W	30.00
L18	S02°38'30"W	30.00
L19	S02°38'30"W	30.00
L20	S02°38'30"W	30.00
L21	N67°53'15"W	30.00
L22	N67°53'15"W	30.00
L23	N67°53'15"W	30.00
L24	N67°53'15"W	30.00
L25	N67°53'15"W	30.00
L26	N67°53'15"W	30.00
L27	N67°53'15"W	30.00
L28	N67°53'15"W	30.00
L29	N67°53'15"W	30.00
L30	N67°53'15"W	30.00
L31	N67°53'15"W	30.00
L32	N67°53'15"W	30.00
L33	N67°53'15"W	30.00
L34	N67°53'15"W	30.00
L35	N67°53'15"W	30.00
L36	N67°53'15"W	30.00
L37	N67°53'15"W	30.00
L38	N67°53'15"W	30.00
L39	N67°53'15"W	30.00
L40	N67°53'15"W	30.00
L41	N67°53'15"W	30.00
L42	N67°53'15"W	30.00
L43	N67°53'15"W	30.00
L44	N67°53'15"W	30.00
L45	N67°53'15"W	30.00
L46	N67°53'15"W	30.00
L47	N67°53'15"W	30.00
L48	N67°53'15"W	30.00
L49	N67°53'15"W	30.00
L50	N67°53'15"W	30.00
L51	N67°53'15"W	30.00
L52	N67°53'15"W	30.00
L53	N67°53'15"W	30.00
L54	N67°53'15"W	30.00
L55	N67°53'15"W	30.00
L56	N67°53'15"W	30.00
L57	N67°53'15"W	30.00
L58	N67°53'15"W	30.00
L59	N67°53'15"W	30.00
L60	N67°53'15"W	30.00
L61	N67°53'15"W	30.00
L62	N67°53'15"W	30.00
L63	N67°53'15"W	30.00
L64	N67°53'15"W	30.00
L65	N67°53'15"W	30.00
L66	N67°53'15"W	30.00
L67	N67°53'15"W	30.00
L68	N67°53'15"W	30.00
L69	N67°53'15"W	30.00
L70	N67°53'15"W	30.00
L71	N67°53'15"W	30.00
L72	N67°53'15"W	30.00
L73	N67°53'15"W	30.00
L74	N67°53'15"W	30.00
L75	N67°53'15"W	30.00
L76	N67°53'15"W	30.00
L77	N67°53'15"W	30.00
L78	N67°53'15"W	30.00
L79	N67°53'15"W	30.00
L80	N67°53'15"W	30.00
L81	N67°53'15"W	30.00
L82	N67°53'15"W	30.00
L83	N67°53'15"W	30.00
L84	N67°53'15"W	30.00
L85	N67°53'15"W	30.00
L86	N67°53'15"W	30.00
L87	N67°53'15"W	30.00
L88	N67°53'15"W	30.00
L89	N67°53'15"W	30.00
L90	N67°53'15"W	30.00
L91	N67°53'15"W	30.00
L92	N67°53'15"W	30.00
L93	N67°53'15"W	30.00
L94	N67°53'15"W	30.00
L95	N67°53'15"W	30.00
L96	N67°53'15"W	30.00
L97	N67°53'15"W	30.00
L98	N67°53'15"W	30.00
L99	N67°53'15"W	30.00
L100	N67°53'15"W	30.00

CURVE TABLE

CURVE	BEARING	ARC	CHORD BEARING	DELTA
C1	S08°53'00"E	30.00	S25°15'11"E	30.00
C2	N25°24'27"E	30.00	N78°15'11"W	30.00
C3	N42°01'25"E	30.00	N42°01'25"E	30.00
C4	N21°01'25"E	30.00	N21°01'25"E	30.00
C5	N21°01'25"E	30.00	N21°01'25"E	30.00
C6	N21°01'25"E	30.00	N21°01'25"E	30.00
C7	N21°01'25"E	30.00	N21°01'25"E	30.00
C8	N21°01'25"E	30.00	N21°01'25"E	30.00
C9	N21°01'25"E	30.00	N21°01'25"E	30.00
C10	N21°01'25"E	30.00	N21°01'25"E	30.00
C11	N21°01'25"E	30.00	N21°01'25"E	30.00
C12	N21°01'25"E	30.00	N21°01'25"E	30.00
C13	N21°01'25"E	30.00	N21°01'25"E	30.00
C14	N21°01'25"E	30.00	N21°01'25"E	30.00
C15	N21°01'25"E	30.00	N21°01'25"E	30.00
C16	N21°01'25"E	30.00	N21°01'25"E	30.00
C17	N21°01'25"E	30.00	N21°01'25"E	30.00
C18	N21°01'25"E	30.00	N21°01'25"E	30.00
C19	N21°01'25"E	30.00	N21°01'25"E	30.00
C20	N21°01'25"E	30.00	N21°01'25"E	30.00
C21	N21°01'25"E	30.00	N21°01'25"E	30.00
C22	N21°01'25"E	30.00	N21°01'25"E	30.00
C23	N21°01'25"E	30.00	N21°01'25"E	30.00
C24	N21°01'25"E	30.00	N21°01'25"E	30.00
C25	N21°01'25"E	30.00	N21°01'25"E	30.00
C26	N21°01'25"E	30.00	N21°01'25"E	30.00
C27	N21°01'25"E	30.00	N21°01'25"E	30.00
C28	N21°01'25"E	30.00	N21°01'25"E	30.00
C29	N21°01'25"E	30.00	N21°01'25"E	30.00
C30	N21°01'25"E	30.00	N21°01'25"E	30.00
C31	N21°01'25"E	30.00	N21°01'25"E	30.00
C32	N21°01'25"E	30.00	N21°01'25"E	30.00
C33	N21°01'25"E	30.00	N21°01'25"E	30.00
C34	N21°01'25"E	30.00	N21°01'25"E	30.00
C35	N21°01'25"E	30.00	N21°01'25"E	30.00
C36	N21°01'25"E	30.00	N21°01'25"E	30.00
C37	N21°01'25"E	30.00	N21°01'25"E	30.00
C38	N21°01'25"E	30.00	N21°01'25"E	30.00
C39	N21°01'25"E	30.00	N21°01'25"E	30.00
C40	N21°01'25"E	30.00	N21°01'25"E	30.00
C41	N21°01'25"E	30.00	N21°01'25"E	30.00
C42	N21°01'25"E	30.00	N21°01'25"E	30.00
C43	N21°01'25"E	30.00	N21°01'25"E	30.00
C44	N21°01'25"E	30.00	N21°01'25"E	30.00
C45	N21°01'25"E	30.00	N21°01'25"E	30.00
C46	N21°01'25"E	30.00	N21°01'25"E	30.00
C47	N21°01'25"E	30.00	N21°01'25"E	30.00
C48	N21°01'25"E	30.00	N21°01'25"E	30.00
C49	N21°01'25"E	30.00	N21°01'25"E	30.00
C50	N21°01'25"E	30.00	N21°01'25"E	30.00
C51	N21°01'25"E	30.00	N21°01'25"E	30.00
C52	N21°01'25"E	30.00	N21°01'25"E	30.00
C53	N21°01'25"E	30.00	N21°01'25"E	30.00
C54	N21°01'25"E	30.00	N21°01'25"E	30.00
C55	N21°01'25"E	30.00	N21°01'25"E	30.00
C56	N21°01'25"E	30.00	N21°01'25"E	30.00
C57	N21°01'25"E	30.00	N21°01'25"E	30.00
C58	N21°01'25"E	30.00	N21°01'25"E	30.00
C59	N21°01'25"E	30.00	N21°01'25"E	30.00
C60	N21°01'25"E	30.00	N21°01'25"E	30.00
C61	N21°01'25"E	30.00	N21°01'25"E	30.00
C62	N21°01'25"E	30.00	N21°01'25"E	30.00
C63	N21°01'25"E	30.00	N21°01'25"E	30.00
C64	N21°01'25"E	30.00	N21°01'25"E	30.00
C65	N21°01'25"E	30.00	N21°01'25"E	30.00
C66	N21°01'25"E	30.00	N21°01'25"E	30.00
C67	N21°01'25"E	30.00	N21°01'25"E	30.00
C68	N21°01'25"E	30.00	N21°01'25"E	30.00
C69	N21°01'25"E	30.00	N21°01'25"E	30.00
C70	N21°01'25"E	30.00	N21°01'25"E	30.00
C71	N21°01'25"E	30.00	N21°01'25"E	30.00
C72	N21°01'25"E	30.00	N21°01'25"E	30.00
C73	N21°01'25"E	30.00	N21°01'25"E	30.00
C74	N21°01'25"E	30.00	N21°01'25"E	30.00
C75	N21°01'25"E	30.00	N21°01'25"E	30.00
C76	N21°01'25"E	30.00	N21°01'25"E	30.00
C77	N21°01'25"E	30.00	N21°01'25"E	30.00
C78	N21°01'25"E	30.00	N21°01'25"E	30.00
C79	N21°01'25"E	30.00	N21°01'25"E	30.00
C80	N21°01'25"E	30.00	N21°01'25"E	30.00
C81	N21°01'25"E	30.00	N21°01'25"E	30.00
C82	N21°01'25"E	30.00	N21°01'25"E	30.00
C83	N21°01'25"E	30.00	N21°01'25"E	30.00
C84	N21°01'25"E	30.00	N21°01'25"E	30.00
C85	N21°01'25"E	30.00	N21°01'25"E	30.00
C86	N21°01'25"E	30.00	N21°01'25"E	30.00
C87	N21°01'25"E	30.00	N21°01'25"E	30.00
C88	N21°01'25"E	30.00	N21°01'25"E	30.00
C89	N21°01'25"E	30.00	N21°01'25"E	30.00
C90	N21°01'25"E	30.00	N21°01'25"E	30.00
C91	N21°01'25"E	30.00	N21°01'25"E	30.00
C92	N21°01'25"E	30.00	N21°01'25"E	30.00
C93	N21°01'25"E	30.00	N21°01'25"E	30.00
C94	N21°01'25"E	30.00	N21°01'25"E	30.00
C95	N21°01'25"E	30.00	N21°01'25"E	30.00
C96	N21°01'25"E	30.00	N21°01'25"E	30.00
C97	N21°01'25"E	30.00	N21°01'25"E	30.00
C98	N21°01'25"E	30.00	N21°01'25"E	30.00
C99	N21°01'25"E	30.00	N21°01'25"E	30.00
C100	N21°01'25"E	30.00	N21°01'25"E	30.00

SEE SHEET 1 OF 4 FOR BOUNDARY DESCRIPTION
SEE SHEET 2 OF 4 FOR KEY SHEET AND LEGEND

AMENDED AND RESTATED

BYLAWS

of

TALON BAY

PROPERTY OWNERS ASSOCIATION, INC.

(A Florida corporation not-for-profit)

***[Substantial rewording of Bylaws. See existing Bylaws
and all amendments thereto for present text.]***

The Board of Directors of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida and a homeowners' association pursuant to Chapter 720, Florida Statutes, hereby adopt the following Amended and Restated Bylaws. These Amended and Restated Bylaws supersede and replace all previous Bylaws and amendments thereto.

ARTICLE 1. NAME, PRINCIPAL OFFICE, DEFINITIONS, AND CORPORATE INFORMATION:

A. Corporate Name. The name of the not for profit corporation is TALON BAY PROPERTY OWNERS ASSOCIATION, INC. (herein, the "Association").

B. Location of Principal Office. The principal office of the Association shall be located at 899 Woodbridge Drive, Venice Florida 34293 c/o Advance Management, Inc. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

C. Definitions. All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Declaration of Covenants, Conditions, and Restrictions of TALON BAY PROPERTY OWNERS ASSOCIATION, INC., as subsequently amended from time to time ("Declaration"). Said definitions are hereby incorporated by reference.

D. Corporate Seal. The corporate seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation (2004). Alternatively, the words "Corporate Seal" shall serve as the official seal of the Association.

ARTICLE 2. MEMBERSHIP, AND VOTING RIGHTS:

A. Membership. Every Owner of a Parcel in TALON BAY shall be a mandatory Member of the Association and continue such membership in good standing during the entire time of the ownership of said Parcel. Each Owner accepts membership in the Association and agrees to be bound by the Governing Documents. Membership in the Association is automatic upon acquisition of ownership of a Parcel in TALON BAY and may not be transferred separate and apart from a transfer of ownership of the Parcel.

B. Voting Rights. Members shall be all Owners of Parcels in TALON BAY. Members shall be entitled to one (1) vote for each Parcel in which such Members hold a required ownership interest. A Member's Voting Rights may be regulated or suspended as provided in the Governing Documents and the Homeowners' Association Act.

C. Termination of Membership. Whenever a Member ceases to be an Owner of a Lot in TALON BAY, his or her membership shall then and there automatically terminate.

D. Transfer of Membership. Membership in the Community Association is an incident of Lot ownership and shall not be separately transferable or assignable, other than as an appurtenance to Lot ownership.

E. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association and the Homeowners' Association Act. Members shall have no authority to act on behalf of the Association by virtue of Lot ownership.

ARTICLE 3. MEETINGS OF MEMBERSHIP:

A. Place of Meetings. The Board of Directors may designate the activity center within the TALON BAY Community, as the place of meeting for any annual or special meeting of the Members, and if no designation is made, such meeting shall take place at the principal office of the Community Association.

B. Annual Meetings. An annual meeting of the Members will be held each year as close as practical within twelve (12) months of the prior year's meeting. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Community Association as may come before the meeting. No meeting shall be held on a legal holiday.

C. Special Meetings. Special meetings of Members may be called at any time by the President or by the Directors, or on written request of a majority of the Members entitled to vote. The request for a special meeting submitted by a majority of the Members must be sent to the Secretary of the Association and must contain the purpose of the special meeting.

D. Notice. Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Community Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. The Community Association shall also post in a conspicuous place in the Community the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Community Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy. A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means. Except as otherwise provided herein or by Florida law, notice of meetings of the Board of Directors, membership meetings, and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission.

E. Quorum. The presence at the meeting, in person or by proxy, of thirty percent (30%) of the total voting interests shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these Bylaws. A majority of the Members present, in person or by proxy, may adjourn the meeting from time to time to a future date.

F. Proxies. Votes may be cast in person or by written proxy that substantially meets the requirements of Florida Law. Proxies must be filed with the Community Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally

given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot Owner executing it. Proxies shall not be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photostatic, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Lot Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

G. Minutes. Minutes of all meetings of the Members must be maintained in written form or in another form that can be converted into written form within a reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as required by the Homeowners Association Act.

H. Order of Business. The order of business at annual membership meetings, and as far as practical at other Members' meetings, will be:

1. Call to Order by the President;
2. Election of Chairman;
3. Appointment by Chair of Inspectors of Election;
4. Election of Directors;
5. Calling of Roll, Certifying of Proxies and Determination of Quorum;
6. Proof of Notice of Meeting or Waiver of Notice;
7. Reading and Approval of Minutes of Prior Meeting;
8. Officers' Reports;
9. Committee Reports;

I. Written Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of members entitled to vote with respect to the subject matter thereof. Such owner action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

J. Waiver. Notice of membership meetings may be waived by a member before or after a membership meeting. A member waives any defect or lack of notice by attending a meeting, except when that attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

K. Voting Rights. Unless otherwise provided in the Homeowners' Association Act, the Owner(s) of each Lot shall be entitled to one (1) vote as a Member of the Association. The manner of exercising such voting rights shall be determined by these Bylaws. Members shall have the right to vote only on Association matters requiring a membership vote pursuant to the Governing Documents or Florida law. The membership of the Association shall consist of all of the record Owners of the Lots in the TALON BAY. In any meeting of the Members, the Owners of Lots shall be entitled to cast one (1) vote per Lot.

L. Vote Required. The acts approved by a majority of the total eligible Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained shall constitute the acts of the Members, except when approval by a greater number of Members is required by Florida law or the governing Documents. The term "majority" as used in these Bylaws and other Governing Documents and instruments in reference to voting by Members and the Board of Directors shall mean more than fifty percent (50%).

M. Voting Certificate.

B. Term. Each Director shall hold office for a term of two (2) years unless he shall sooner resign, or be removed, or otherwise be disqualified to serve.

C. Resignation and Removal. Any Director may resign at any time by giving written notice to the board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Any Director may be removed from the board, with or without cause/ by a Majority vote of the members of the Association. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of the predecessor.

D. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties.

E. Director Qualifications. A Director must be a natural person who is at least eighteen (18) years of age or older. All Directors must be Lot Owners in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Community Association, such Director will no longer qualify to serve on the Board of Directors and shall be deemed to have abandoned his or her position as a Director. Co-Owners of a Lot cannot simultaneously serve on the Board of Directors, unless they own more than one Lot. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years, are not eligible to serve on the Board of Directors. When a Lot is owned by a corporation, a partnership, or similar entity, the Primary Occupant or the spouse of the Primary Occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Community Association is neither a qualified candidate for election nor eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") is not eligible to serve as a Director.

F. Director Election. Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the annual membership meeting, in the following manner:

- (1) Not less than sixty (60) days before a scheduled election of Directors, the Association shall mail, email or deliver to each Lot Owner entitled to vote, a **first notice** of the date of the election. Any Lot Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days before the membership meeting at which the election will occur, the Association shall mail, email or deliver a **second notice** of the meeting to all Lot Owners entitled to vote, together with a written Director election ballot which shall list all Director candidates in alphabetical order by surname. Upon request of a Director candidate received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of the director election ballot a candidate information sheet, not larger than 8 1/2 inches by 11 inches, furnished by the Director candidate to the Association. The costs of mailing and copying of the Director candidate information sheets shall be paid by the Association.
- (2) Written Director ballots shall be sealed in an inner, smaller envelope labeled "Director Ballot". The Director ballot envelope shall be placed in a larger outer envelope. The larger outer envelope must be sealed and shall be signed by the Lot Owner in the upper right

hand corner, with the Lot Owner's name and printed name stated thereon. It is the intent of the Members to follow the Director election procedures of the Condominium Act (Chapter 718, Florida Statutes) to the extent those procedures are not in conflict with the Homeowners Association Act (Chapter 720, Florida Statutes) or these Bylaws.

- (3) Written Director election ballots will be available for use by those Owners attending the meeting in person. No Lot Owner shall permit another person to cast his or her Director election ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot Owner who violates this provision may be fined by the Association.
- (4) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. There shall be no cumulative voting. Tie votes shall be broken by agreement among the Director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist. No Director nominations shall be permitted from the floor of the membership meeting.
- (5) There shall be no quorum requirement for the election of Directors; however, at least twenty percent (20%) of the Voting Interests must cast a Director election ballot to have a valid election.
- (6) Any election dispute between a Lot Owner and the Association shall be submitted to mandatory binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes in the manner provided by law.

G. Meetings. Regular meetings of the Board of Directors shall be held at such place and time as may be fixed from time to time by resolution of the Board. A special meeting shall be held when called by the President, or by any two Directors, after not less than three (3) days' notice to each Director. All meetings of the board must be open to all Members except for meetings between the board and its attorney with respect to personnel issues and/or proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

H. Notice. Notice of all board meetings must be posted in a conspicuous place in TALON BAY at least forty-eight (48) hours in advance of a meeting, except in an emergency.

I. Special Notice of Certain Board Meetings. Not less than fourteen (14) days' advance written notice shall be mailed or delivered to the Lot Owners and posted conspicuously in the Subdivision of any Board of Directors meeting to discuss or adopt the annual budget, consider the levy of a non-emergency special Assessment or proposed Rules and Regulations regarding Lot use. Notice of any meeting in which regular or special Assessments against Lot Owners are to be considered for any reason shall specifically state that Assessments will be considered and the nature of the Assessments.

J. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present a duly held meeting in which a quorum is present shall constitute the act or decision of the board. Directors may not vote by proxy or by secret ballot/ except that secret ballots may be used in the election of officers. A Director who is present, in person, by telephone or by electronic

means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes.

K. Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not attend meetings between the Board of Directors or a Committee and the Community Association's attorney to discuss proposed or pending litigation or meetings of the Board of Directors held for the purpose of discussing personnel matters.

L. Voting. A Director who is present, in person, by telephone or by electronic means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. A Director may not vote by proxy. A Director may vote by secret ballot only for the election of officers.

M. Removal of Directors and Vacancies. Any Director may be removed or recalled from office with or without cause, upon the written agreement of a majority of the total Voting Interests of the Association in the manner provided by Section 720.303(10)(b)1., Florida Statutes. Unless otherwise provided by law, upon removal of a Director, a successor shall be appointed by a majority of the remaining Board of Directors to fill the vacancy for the remainder of the term of such Director. Any Director who is delinquent in the payment of any fee, Assessment, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership and shall be automatically removed from office. In the event of the death, disability, or resignation of a Director, the remaining members of the Board may appoint a successor to fill the vacancy for the remainder of the term of such Director.

N. Presiding Officer. The chairperson at all meeting of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.

O. Order of Business. The order of business at meeting of the Board of Directors shall be, to the extent applicable:

- (1) Calling of roll;
- (2) Proof of meeting notice or waiver of notice;
- (3) Reading and disposal of any unapproved minutes;
- (4) Reports of Officers and Committees;
- (5) Election of Officers, if any;
- (6) Unfinished business;
- (7) New business;
- (8) Announcements
- (9) Adjournment.

P. Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the agent or employee in the performance of such functions.

Q. General Standard for Directors. A Director shall discharge his or her duties as a Director, including his or her duties as a Member of a Committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the Association. In discharging his or her duties, a Director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1. One or more officers or employees of the corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
2. Legal counsel, public accountants, or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence;
3. A committee of the Board of Directors of which he or she is not a member if the Director reasonably believes the committee merits confidence; or
4. A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Article V.

R. Minutes of Meetings. The minutes of all Board meetings shall be kept in a business-like manner in a book available for inspection by Lot Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

S. Powers. The Homeowners Association shall have all powers granted to it under the laws of the State of Florida, the Declaration, the Articles of Incorporation, and the Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these Bylaws or by law. The affairs and operation of the Homeowners Association shall be managed by its Board of Directors. The Board of Directors shall have and execute all powers necessary to accomplish its duties and obligations. All of the powers and duties of the Homeowners Association existing under Florida law, the Declaration, the Articles of Incorporation, and the Bylaws shall be exercised exclusively by the Board of Directors, its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its Officers, agents, contractors or employees, except where prohibited by law. The Homeowners Association shall have the power to make reasonable Rules and Regulations regarding use of Lots, use of Common Areas, and administration of the Homeowners Association.

ARTICLE 5. OFFICERS:

A. The officers of the Association shall be a President, a Vice President, a 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. The same person may hold two or more offices, provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The Board of Directors from time to time shall appoint such other officers and assistant officers and may designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

B. 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 is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier death, resignation or removal.

C. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

D. Any officer may be removed by a majority vote of the Board of Directors in the sole discretion of the Board. The removal or resignation of a Director who also is an officer shall automatically act as a removal of the Director as an officer.

E. Any officer may resign at any time by giving written notice (including but not limited to emailed notice) to any Association officer or management. Such written resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

F. The President shall preside at all meetings of the Board of Directors, shall that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds and all other written instruments.

G. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one 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.

H. 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 purposes. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association and their addresses as registered by such members.

I. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and 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.

ARTICLE 6. COMMITTEES:

A. Committees. Unless otherwise provided herein, each committee shall consist of at least three (3) members, all of whom must be Members of the Association, spouses of Members or a Member's designated voting representative. The Board of Directors may appoint committees from time to time. Members of the committee shall elect their chairperson. The members of each committee shall serve at the pleasure of the Board of Directors or until the succeeding committee members have been appointed or until their earlier resignation.

B. Architectural Review Committee. The Architectural Review Committee ("ARC") shall have the duties and functions as provided in the Declaration.

C. Ad Hoc Committees. The Board of Directors may from time to time appoint and disband such ad hoc committees as necessary to conduct the business and affairs of the Association.

D. Powers of Committees. Committees will report to and be under the direction of the Board of Directors. Committee members may be appointed and removed, with or without cause, upon majority vote of the Board of Directors.

E. Term of Office. A person appointed to serve on a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the person be removed from the committee by the President, with the confirmation of the Board of Directors, the person resigns, or unless such person shall cease to qualify as a member on the committee.

F. Committee Meetings. Unless otherwise provided by law or in these Bylaws, the meetings of any committee of the Association shall be open to all Members. Notice of the date, time and place of committee meetings shall be posted in a conspicuous place within the community at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at least seven (7) days in advance of the meeting. Notice of committee meetings may be published or in the alternative each committee may provide Members with a pre-arranged schedule of meetings.

G. Quorum and Procedures. A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting shall be the act of the committee. Any committee or other body with authority to make a final decision with regard to the expenditure of Association funds or with the power to approve or disapprove architectural decisions with respect to a Lot shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for Members, agendas, attendance and participation by Members, as required by the Homeowners Association Act. All other Association committees and similar bodies are exempt from the procedural meeting and notice requirements of Homeowners' Association Act and these Bylaws. Such committees shall adopt their own procedural rules and requirements.

H. Scope and Rules. Each committee shall abide by the scope and stated purpose of the committee as defined by the by the Board of Directors, and may adopt rules for its operation consistent with these Bylaws and with rules adopted by the Board of Directors.

I. Reports and Action. Every committee shall report its findings directly to the President, the Board of Directors or to the Board of Directors' designee. A committee may not take any action on behalf of the Association unless the Board of Directors adopts a written resolution specifically empowering the committee to take such action.

ARTICLE 7. FISCAL MANAGEMENT:

A. Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December. The Board of Directors is authorized to change the dates of the fiscal year as it determines appropriate.

B. Annual Budget. The Board of Directors shall adopt and may amend from time to time an annual budget for each fiscal year that shall include the estimated funds required to defray the expenses and losses of the Association and to provide and maintain funds for the operating and reserve accounts established by the Board of Directors, in accordance with good accounting practices as set forth herein. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

C. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owner or Owners of each Lot, the amount of each assessment against the Owners, the dates and amounts in which the assessments come due, and the amounts paid upon the account, and the balance due upon assessments.

D. Annual Budget. The Board of Directors shall, upon advance written notice to the Members of the Association as required by the Homeowners' Association Act and Articles 4(I) and 4(J) hereof to adopt, in advance, an annual budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the common expenses of the Association.

E. Annual Budget Assessment. The annual assessment, to fund the Association's annual budget, shall be paid by the Lot Owners per the payment schedule as provided in the Declaration. If an annual budget is not adopted or notice is not provided to the Lot Owners, the preceding budget and annual assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual assessment proves to be insufficient, the budget and the assessment may be amended at any time by the Board of Directors at a duly-noticed Board meeting. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made, shall be due as provided by the Board of Directors. The Board may elect to allow Owners to pay the annual assessment in installments due not less frequently than monthly.

F. Reserve Funds. The Board of Directors may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the common property, capital improvements, and other matters as determined appropriate by the Board of Directors. If the Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, as amended from time to time, including the following:

- a. If the annual budget of the Association does not provide for reserve accounts and the Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE ASSOCIATION.
- b. The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.
- c. Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes, as amended from time to time. If a meeting of the owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present

do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

- d. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

G. Special Assessments. The Board of Directors may levy special assessments against the Lots as it sees fit to pay the costs and expenses of the administration, operation, maintenance, repair or replacement of the Common Ares or to fulfill its corporate purposes, duties, and/or obligations under the Homeowner's Act or governing documents.

H. Loans. Loans in the amount of \$50,000 or less may be contracted on behalf of the Association and evidences of indebtedness to secure such loans may be issued in the name of the Association upon the approval of a majority of the Board of Directors via a duly-adopted corporate resolution. Loans in excess of \$50,000 must be approved by the affirmative vote of at least a majority of the Association's eligible voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting called in whole or part for that purpose. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

I. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth herein.

J. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Association, as determined by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

K. Fidelity Bonds. The Association shall purchase and maintain blanket insurance or fidelity bonding for all persons who control or disburse funds of the Association, including without limitation those individuals who are authorized to sign checks and the Association President, Secretary and Treasurer and any contractor handling or responsible for Association funds. Each fidelity bond purchased by the Association shall name the Association as an obligee of the bond. The premiums for bonds shall be paid by the Association as a common expense. The fidelity bonds shall cover the maximum funds that will be in the custody of Directors, officers, employees of the Association, or a management agent, at any time while the bonds are in force.

L. Financial Report. A financial report shall be prepared annually by the Association and completed, or its preparation and completion shall be contracted for with a third party within ninety (90) days after the close of the fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall either: (A) furnish a copy of the report to each Member, or (B) provide a written notice to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request. Financial reports shall be prepared according to the requirements of Section 720.303(7), Florida Statutes and in accordance with generally accepted accounting principles. If not less than twenty percent (20%) of the Members petition the Board for a level of financial reporting higher than that

required by Section 720.303(7), Florida Statutes, the Association shall duly notice and hold a meeting of Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon approval of a majority of the total voting interests of the Members, the Association shall prepare or cause to be prepared, shall amend the budget or adopt a special assessment to pay for the financial report regardless of any provision to the contrary contained in the Governing Documents and shall provide the required financial statements within ninety (90) days of the meeting or the end of the fiscal year, whichever occurs later.

M. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Association as may be designated by resolution of the Board of Directors.

N. Insurance. The Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration, Articles of Incorporation, Bylaws or the Homeowners' Association Act, or as reasonably determined necessary and appropriate by the Board of Directors from time to time to protect the interests of the Association.

O. Acceleration of Assessments. In the event any special or regular assessment is delinquent by more than thirty (30) days, the Board of Directors shall have the right to accelerate the due date of the entire unpaid balance of the Lot's annual and all special assessments for that fiscal year upon notice to the Lot owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

P. Competitive Bids. All contracts as further described in this Article or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Homeowners' Association Act or the Governing Documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. The Association is not required to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this Article 7(P). Nothing contained in this Article 7(P) is intended to limit the ability of the Association to obtain needed products and services in an emergency. This Article does not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within Sarasota County.

ARTICLE 8. FINING AND OTHER ENFORCEMENT:

A. Fining. In addition to all other remedies provided for in the Declaration, the Board of Directors shall have the power to levy reasonable fines against any Member or any Member's tenant, guest, or invitee for the failure of the Member or its tenant, occupant, licensee, or invitee to comply with the provision of the Homeowners' Association Act, the Declaration, the Association Bylaws, or reasonable Rules of the Association. A Member shall be jointly and severally liable for the payment of any fine levied against the Member's tenant, guest or invitee. A fine or suspension may not be imposed by the Board of Directors without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a Hearing Committee. If the Board of Directors imposes a fine, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

B. Hearing Committee. The Board shall appoint a Hearing Committee, which shall be composed of at least three (3) Members who are not officers, Directors, or employees of the Association, or the spouse, parent, child,

or sibling of an officer, Director, or employee of the Association. The role of the Hearing Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

C. Limits on Fine Amounts. A fine may not exceed One Hundred Dollars (\$100.00) per violation, or \$100 per day in the case of a continuing violation with a single notice and opportunity for a hearing. No fine for a continuing violation shall exceed in the aggregate the amount of Ten Thousand Dollars (\$10,000.00).

D. Collection. Fines shall be payable within thirty (30) days. In the event a person refuses or otherwise fails to pay a fine, the Association may mediate if and as required by law and proceed with legal action in a court of competent jurisdiction to collect the sum. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court. A fine of less than \$1,000 may not become a lien against a Parcel; however, a fine of \$1,000 or more may become a lien against a Lot or Parcel. Fines not paid within thirty (30) days shall accrue interest at the highest rate allowed by law (currently eighteen percent (18%) per annum) and a late fee of Twenty-Five (\$25) Dollars. Any judgment obtained by the Association shall be recorded in the public records and filed with the Florida Secretary of State.

E. Suspension of Use Rights. If a Member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park. The notice and hearing requirements under Article 8(A) do not apply to a suspension imposed under this subsection. The suspensions permitted hereunder apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by a Member.

F. Nonpayment of Amounts Due; Suspension of Voting Rights. An Association may suspend the voting rights of a Member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Homeowners' Association Act or pursuant to the Governing Documents. The notice and hearing requirements under Article 8.1 hereof do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

G. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association's Board of Directors may elect, but shall be under no legal duty or obligation, to enforce any provisions of the Homeowners' Association Act, the Declaration, these Bylaws or the Rules and Regulations by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

ARTICLE 9. 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.

The Association shall record a copy of each amendment to these Bylaws in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed.

ARTICLE 10. MISCELLANEOUS

A. Construction. In the event of a conflict between the language in any of the other Governing Documents, the following priorities shall control: (i) the Declaration; (ii) the Articles of Incorporation; (iii) the Bylaws; and (iv) the Rules and Regulations.

B. Validity. If any term, clause, paragraph or provision of these Bylaws is adjudicated to be invalid, such fact shall not affect the validity of any other Bylaw.

C. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid, if to an Owner or Member, at the address which the Owner or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of the Owner or Member; or if to the Association, the Board of Directors, or the manager for the Association at the principal office of the Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. A Member may designate an email address for such notices.

D. Enforcement of Governing Documents. Notwithstanding anything else contained herein, the Association's Board of Directors shall have the right, but not the duty or legal obligation, to enforce and require compliance with the Homeowners' Association Act, the Declaration, Articles of Incorporation, these Bylaws, and any Rules and Regulations authorized hereby against Owners, their tenants, invitees, contractors, vendors and guests. Enforcement shall be by proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party.

E. Attorney's Fees and Waiver. The Association may also charge a Lot for any reasonable attorney's fees and costs incurred in obtaining compliance by the Owner or tenant thereof and such charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. The failure to enforce any provision of the Declaration or Rules and Regulations shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. The failure of the Board of Directors to enforce any provision of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

F. Cumulative Rights. All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's Governing Documents, or at law or in equity.

Rec: 195.00

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This instrument prepared by:
Scott W. Dunlap, Esq.
Dunlap & Moran, P.A.
22 S. Links Avenue, Suite 306
Sarasota, FL 34236



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004102051 43 PGS
2004 MAY 26 03:25 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
COURSEY Receipt#480196

**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
FIDELITY HOMES OF TALON BAY**

This Declaration of Covenants, Restrictions and Easements for Fidelity Homes of Talon Bay (hereinafter referred to as the "Neighborhood Declaration"), is made this 19th day of May, 2004, by Talon Bay Properties, LLC, a Florida limited liability company (hereinafter referred to as "Developer").

WITNESSETH :

WHEREAS, Developer is the owner of the lands described in that certain subdivision plat known as TALON BAY UNIT ONE (hereinafter referred to as "TALON BAY"), recorded in Plat Book 44, at Pages 18 through 18C of the Public Records of Sarasota County, Florida; and

WHEREAS, Developer, desiring to ensure that a general plan of development is adhered to and desiring to establish certain continuing relationships in the form of mutual rights and obligations among Developer and persons acquiring ownership of property within the development, has caused to be recorded as Instrument No. 2004102050 of the Official Records of Sarasota County, Florida, a Community Declaration of General Protective Covenants, Conditions and Restrictions for TALON BAY; and

WHEREAS, Developer, desires to ensure that a general plan of development is adhered to and desiring to establish certain continuing relationships in the form of mutual rights and obligations among Developer and the persons who acquire ownership of Blocks J, K, L, M & N , inclusive of TALON BAY and their respective successors, with respect to the use, enjoyment and maintenance of certain Common Areas and to protect, preserve, and enhance the value of TALON BAY, and the improvements constructed therein; and

WHEREAS, Developer desires to hereby subject various lots within BLOCKS J, K, L, M & N, TALON BAY, to the terms and conditions of this Neighborhood Declaration, establishing certain easements, servitudes, restrictions, and conditions in the form of covenants running with the land, binding upon, enforceable against and inuring to the benefit of all such present and future owners of property within TALON BAY;

WHEREAS, the Fidelity Companies, Inc., d/b/a Fidelity Homes (hereinafter referred to as the "Approved Builder") has contracted to purchase Lots within TALON BAY; and

WHEREAS, Developer desires that Approved Builder be conferred with various rights, benefits and obligations within TALON BAY, and that Approved Builder have the benefits and protections provided for in this Declaration.

NOW, THEREFORE, Developer hereby declares that title to all of the Lots within Blocks J, K, L, M and N

of TALON BAY, Unit One a subdivision according to the plat thereof, recorded in Plat Book 44 at Pages 18 through 18C of the Public Records of Sarasota County, Florida (hereinafter "the Lots"), shall be held, sold, conveyed, encumbered, used and occupied subject to the terms and conditions of this Declaration as covenants running with the land enforceable as aforesaid and said Lots shall be known as Fidelity Homes of Talon Bay (NOTE: it is anticipated that a plat for Talon Bay, Unit Two will be recorded at some point subsequent to the date hereof. The plat for Talon Bay Unit Two, will contain, among other things, Block L and also Lots 1 through 20, Block K. It is anticipated that Approved Builder will purchase from Developer, Lots 1 through 10 in Block L, and Lots 1 through 20, Block K of Talon Bay Unit Two, and that said lots will be submitted to the terms of this Neighborhood Declaration).

ARTICLE I: DEFINITIONS

Unless a term is redefined herein, the definitions contained in the Community Declaration shall apply to the terms used herein. The following terms when used in this Neighborhood Declaration shall have the following meanings:

- A. "Articles" means the Articles of Incorporation of Fidelity Homes of Talon Bay Homeowners Association, Inc., a Florida not-for-profit corporation, as hereafter defined, a copy of which is attached hereto as Exhibit "A".
- B. "Community Association" shall mean and refer to Fidelity Homes of Talon Bay Homeowners Association, Inc., a Florida not-for-profit corporation, the purpose of which is to administer the Common Areas of Fidelity Homes of Talon Bay.
- C. "Neighborhood Association" shall mean and refer to Fidelity Homes of Talon Bay Homeowner's Association, Inc., a Florida not-for-profit corporation (hereinafter "Neighborhood Association"), the purpose of which is to administer the Common Areas of Fidelity Homes of Talon Bay.
- D. "Neighborhood Declaration" shall mean and refer to that certain DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR FIDELITY HOMES OF TALON BAY recorded as Instrument No. 2004102150 of the Public Records of Sarasota County, Florida, as the same may be amended or supplemented from time to time.
- E. "Board" means the Board of Directors of the Neighborhood Association.
- F. "Bylaws" means the Bylaws of the Neighborhood Association, a copy of which is attached hereto as Exhibit "B".
- G. "Talon Bay" shall mean and refer to that certain subdivision plat known as "Talon Bay Unit One," recorded in the Public Records of Sarasota County, Florida, at Plat Book _____, Pages _____ through _____, inclusive.
- H. "Common Assessments or Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, improvement to, repair and replacements of the Common Areas (including unpaid Special Assessments, as subsequently defined) including those costs not paid by the owner responsible for payment; drainage facility maintenance; the costs of any and all commonly metered utilities such as potable water, irrigation, cable or master television charges, and other commonly metered charges for the Common Areas (if any); costs of management and administration of the Neighborhood Association, including, but not limited to compensation paid by the Neighborhood Association to managers, accountants, attorneys and other employees; the costs of all utilities, gardening and other services benefitting the Common Areas or which services are provided to lot owners in respect to their Lots by the Neighborhood Association, and all facilities thereof; the costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering the Common Areas or the Board and officers of the Neighborhood Association; the costs of bonding the members of the management body; taxes paid by the Neighborhood

Association, including any property taxes for the Common Areas; amounts paid by the Neighborhood Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof; and the costs of any other expenses incurred by the Neighborhood Association for any reason whatsoever in connection with the Common Areas or other administration of Talon Bay, for the benefit of the owners.

- I. "Common Areas" shall mean and refer to those areas of land shown as such on any recorded subdivision plat of the development and improvements thereto, or which are otherwise dedicated conveyed, leased or for which a license is granted to the Neighborhood Association and/or Approved Builder by Developer and which are intended to be devoted to the common use and enjoyment of the residents of the development. The designation or determination of such areas of land as Common Areas shall be at the sole and exclusive discretion of the Developer. In no event shall the use and enjoyment of any lands by the Neighborhood Association or the owners pursuant to an easement, lease, license or other right to use be deemed to create a dedication by Developer to the Neighborhood Association or owners beyond the rights expressly granted in such lease, license or right to use. In no event shall lands or areas not specifically designated as common areas by Developer be construed to be common areas. Notwithstanding any provision herein to the contrary, Developer shall not set aside or designate any further lands as common areas without the express written consent of Approved Builder and any Institutional Mortgagee having a mortgage encumbering such land. Additionally, and without limiting the foregoing, Approved Builder shall have the same rights and benefits as reserved by the Developer and provided in this paragraph.
- J. "Drives" shall mean those roads, driveways, private areas, terraces, cul-de-sacs and courts as from time to time are improved and exist within TALON BAY.
- K. "First Mortgagee" shall mean and refer to an Institutional Lender, as hereafter defined, which holds a first mortgage encumbering a Lot as hereafter defined, and which has notified the Neighborhood Association in writing that it holds the same. First Mortgagee shall also refer to Developer as long as it holds a mortgage encumbering a Lot, without regard to whether said mortgage is a first or inferior mortgage.
- L. "Institutional Lender" shall mean and refer to a commercial or savings bank, savings and loan association, mortgage company, life insurance company, pension fund, business trust or governmental agency or corporation, including, but not limited to, a real estate investment trust, or any assignee of a loan made by any such lender, or any private or governmental agency, corporation or institution which has insured or acquired the loan of the lender or any combination of the foregoing entities. Institutional Lender shall also refer to Developer and/or Approved Builder as long as it holds a mortgage encumbering a Lot, without regard to whether said mortgage is a first or inferior mortgage.
- M. "Lot" shall mean and refer to Lots 1 through 32, Block K; Lots 1 through 10, Block L; Lots 1 through 6, Block M; and Lots 1 through 18, Block N, inclusive, identified as such on the plat of TALON BAY, prepared by Developer and recorded in Plat Book __, at Pages __ through __, of the Public Records of Sarasota County, Florida. Use of the term includes the Lot and improvements on it, as the context dictates. If this Neighborhood Declaration is supplemented to subject additional land to its terms, then such supplement will define additional Lots.
- N. "Members" shall mean and refer to those persons who are entitled to membership in the Neighborhood Association as provided in its Articles of Incorporation and Bylaws.

- (1) "Class A Member" shall mean and refer to the class of membership which includes each Owner of a Lot, which may include Developer and Approved Builder.
 - (2) "Class B Member" shall mean and refer to the class of membership which includes Approved Builder.
- O. "Notice" shall mean and refer to:
- (1) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth herein; or
 - (2) Notice published as least once each week for two consecutive weeks in a newspaper having general circulation in Sarasota County, Florida; or
 - (3) Notice given in any other manner provided in the Bylaws of the Neighborhood Association.
- P. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within any portion of FIDELITY HOMES OF TALON BAY, but shall not mean or refer to any holder of a mortgage encumbering a Lot unless and until such holder has acquired title thereto pursuant to foreclosure or any proceedings or conveyance in lieu of foreclosure.
- Q. "Single-Family Residence" means the improvement which is constructed on a Lot and designed to be occupied by one person or familial unit. Said improvement shall be free-standing and shall not share any common or party walls with any other improvement. The Developer may, without the consent or joinder of any other party, in its sole discretion, combine two or more lots for the construction of a Single-Family Residence. Such oversized Single-Family Residence shall bear the proportion of expenses for the number of lots included to construct the Single-Family Residence. Similarly, such Single-Family Residence shall have the voting rights for the number of lots that are combined to construct the oversized Single-Family Residence.
- R. "Duplexes" shall mean and refer to the improvement which is constructed on a Lot and are designed to be occupied by 2 separate persons and/or familial units. Said improvement shall be divided by a common party wall in to two (2) separate units.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

- A. Members .
- (1) Every owner and the Developer and Approved Builder, so long as they are owners, shall be members of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment by the Neighborhood Association. Persons other than an owner may become members of the Neighborhood Association only if a membership right is created in such person by the recordation of a written instrument as provided for herein, which subjects lands within TALON BAY owned by such person, to assessment by the Neighborhood Association in the manner provided for herein.
 - (2) Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation and Bylaws of the Neighborhood Association, and this Neighborhood Declaration.

B. Classes of Voting Rights. The Neighborhood Association shall have two classes of voting membership:

- (1) Class A members shall be all owners, with the exception of the Approved Builder when it is a Class B member, who shall have voting rights as provided below for each Lot owned.
- (2) The Class B member shall be Approved Builder, who shall have voting rights as provided below for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
 - b. On January 1, 2010, or such earlier date as Approved Builder, in its sole discretion, establishes by recorded instrument executed by Approved Builder.

C. Determination of Voting Rights . The number of units which may be constructed within TALON BAY, is governed by the Planned Development Order as it may be amended from time to time. Improved Lots shall be entitled to one vote per unit per Lot. Unimproved Lots not owned by Approved Builder shall be entitled to one vote for each unit which has been assigned to the Lots by Approved Builder. Approved Builder shall assign the number of units which may be constructed on a Lot prior to the sale of such Lot to a third party. Units for unimproved Lots owned by Approved Builder which contain fractions of an acre shall be calculated by multiplying such fraction times the number of units allowed per acre, rounded to the nearest whole number.

D. Voting Rights . The Class A Members shall be entitled to one vote for each unit subject to assessment by the Neighborhood Association, and the Class B Member shall be entitled to four and one half (4.5) votes for each unit held by such member.

E. Multiple Owners of a Lot . When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as they determine, but in no event shall the vote cast with respect to any Lot exceed the number of votes determined for the Lot in accordance herewith.

F. Voting By Neighborhood Associations . All members of the Neighborhood Association, shall cast their votes on Community Association matters directly with the applicable neighborhood association. A procedure by which such members shall cast their votes on Community Association matters shall be set forth in the Bylaws. The Neighborhood Association shall have the duty to collect and tabulate its members' votes, and shall have the privilege of casting with the Community Association all of the votes to which its members would be entitled to cast as members of the Community Association. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by this Neighborhood Declaration or by other recorded instrument, shall provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner provided that it is fair, equitable, uniformly applied within the Neighborhood Association, and that does not result in the casting of fractional votes.

G. Transfer of Control of the Neighborhood Association .

- (1) Pursuant to other provisions of this Neighborhood Declaration, the Articles and the Bylaws, the Class B Member has the sole right to elect the Board of Directors of the Neighborhood Association and certain other voting rights. At such time as the Class B membership ceases to exist, the Class B Member shall relinquish control of the Neighborhood Association, and thereafter the Class A Members (including Approved Builder and Developer if they own any Lots) shall have the right to elect the Board of Directors of the Neighborhood Association, as provided in this Neighborhood Declaration, the Articles and the Bylaws.
- (2) Transfer of control of the Neighborhood Association shall not require Approved Builder to relinquish control or allow the Neighborhood Association to assume control over any power or right which is reserved to Developer and/or Approved Builder for a period longer than the period of Class B Membership. Additionally, and without limiting the foregoing, Approved Builder shall have the right to relinquish all or any portions of control and/or the rights and obligations and duties specified in this Declaration, earlier than provided for at such earlier time or times than that provided in this Declaration, and at differing times, in the sole discretion of Approved Builder.
- (3) So long as Developer or Approved Builder owns any Lot for development or for sale in the ordinary course of business, whether within Talon Bay, or any other sections or other neighborhoods within the Talon Bay Subdivision as a whole, the Neighborhood Association may not take any action that would be detrimental to the sale of Lots by Developer or Approved Builder.

ARTICLE III: OWNER'S PROPERTY RIGHTS

A. Owner's Easements of Enjoyment . Every Owner shall have a right and easement of ingress and egress and of use and enjoyment in, to and over the Common Areas which shall be appurtenant to and shall pass with title to said Owner's Lot, subject to the following provisions:

- (1) The right of the Neighborhood Association to reasonably limit use of the Common Areas.
- (2) The right of the Neighborhood Association to establish uniform rules and regulations pertaining to the use of the Common Areas.
- (3) The right of the Neighborhood Association in accordance with its Articles of Incorporation and Bylaws and this Neighborhood Declaration, with the vote or written assent of two-thirds (2/3) of the Class A Members to borrow money for the purpose of improving the Common Areas, subject to the provisions of this Neighborhood Declaration, to mortgage, pledge, or hypothecate any or all of the real or personal property, owned by it, as security for money borrowed or debts incurred, provided that the Developer consents to same so long as it remains a Member. Provided further that the rights of any such mortgagee shall be subordinated to the use and enjoyment rights of the Owners herein.
- (4) The right of the Neighborhood Association to suspend the right to use the Common Areas (except to the extent needed as a means of ingress and egress) of an Owner for any period during which any assessment or dues against or due from his Lot remains

unpaid and delinquent; and for a period not to exceed ninety (90) days for any single infraction of the published rules and regulations of the Neighborhood Association, provided that any suspension of such voting rights or right to use the Common Areas, shall be made only by the Board of Directors of the Neighborhood Association, after notice and an opportunity for a hearing as provided in the Bylaws of the Neighborhood Association.

- (5) Subject to the provisions of this Neighborhood Declaration, the right of the Neighborhood Association to dedicate, release, alienate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Class A Members. No such dedication, release, alienation or transfer shall be effective, unless two-thirds (2/3) of the Class A Members agree to such dedication, release, alienation or transfer, and with the consent thereto of the Developer and/or Approved Builder, as the case may be, is a Member of the Neighborhood Association. The consent of the Developer and/or the Approved Builder, as the case may be, shall be required for any such action.
 - (6) The right of Approved Builder (and its sales agents, customers and representatives) to the non-exclusive use of the Common Areas without charge, for sales, display, access, ingress and egress and exhibit purposes, and any other uses reasonably necessary to enable the Approved Builder to market and sell lots and homes.
- B. Delegation of Use . Any Owner may extend or delegate, as the case may be, in accordance with the Bylaws, his right of enjoyment to the Common Areas to the members of his family, or to his tenants and contract purchasers who reside in his Home, subject to reasonable regulation by the Board.
- C. Parking. The Neighborhood Association, through its officers, committees and agents, is hereby empowered to establish parking regulations and to enforce these parking regulations by all means lawful for such enforcement on Drives, including the removal of any violating vehicle by those so empowered.
- D. Easements for Pedestrian Traffic . In addition to the general easements for use of the Common Areas reserved herein, there shall be, and Developer hereby reserves and covenants for itself with respect to all portions of TALON BAY, whether or not presently subjected to this Neighborhood Declaration and for and on behalf of all future Owners within TALON BAY, that Developer, its successors and assigns, and each and every Owner within the Community shall have a non-exclusive easement for pedestrian access over the Common Areas, if necessary to obtain access to any walkways constructed on or adjacent to TALON BAY. Without limiting the foregoing, Developer hereby grants Approved Builder non-exclusive easements as provided in this paragraph, to the same extent, and on an even basis with the reservations in favor of Developer.
- E. Easements for Public Service Use . In addition to the foregoing easements over the Common Areas there shall be and Developer hereby reserves and covenants for itself and all future Owners over all Common Areas and Lots and through each Single-Family Residence within TALON BAY easements and the right to grant same for support, maintenance, repair and for public services, including, but not limited to, utilities, drainage grounds and landscaping maintenance, lawn service, and the right of the police and security personnel to enter upon any part of the Common Areas and any Lot for the purpose of enforcing the law and for providing security to TALON BAY. Without limiting the foregoing, Developer hereby grants Approved Builder non-exclusive easements as provided in this paragraph, to the same extent, and on an even basis with the reservations in favor of Developer.

- F. Developer's Reserved Rights and Rights Granted to Approved Builder . Developer reserves, and Developer hereby grants to Approved Builder, the right to grant additional easements over the Common Areas and to impose additional restrictions on its use so long as such easements and restrictions are consistent with the overall plans for development of TALON BAY.
- G. Waiver of Use . No Owner may exempt himself from personal liability for Assessments duly levied by the Neighborhood Association, or release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas or by abandonment of his Lot.
- H. Title to the Common Areas . When title to all Lots (including any Lots on any additional property which is subsequently made subject hereto) have been conveyed by Developer and Approved Builder to individual purchasers thereof, or on January 1, 2010, whichever first occurs, or sooner at the option of the Approved Builder, the Developer and/or Approved Builder as the case may be shall convey to the Neighborhood Association the fee simple title to the Common Areas and the Neighborhood Association shall accept such conveyance. The Developer and/or Approved Builder, and thereafter the Neighborhood Association, shall hold title to the Common Areas for the benefit of those persons entitled to use same under the provisions hereof. No person or entity shall have the right to mortgage the Common Areas to finance the original development and construction thereof.

ARTICLE IV: COVENANTS FOR MAINTENANCE ASSESSMENTS

- A. Creation of Lien and Personal Obligation for Assessments . Subject to the provisions of this Neighborhood Declaration, the Developer hereby covenants and each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Neighborhood Association the following:

- (1) Common assessments and/or expenses.
- (2) Special Assessments for capital improvements and other special assessments.
- (3) Special additional Lot assessments or charges.
- (5) Assessments due to the Community Association.
- (6) Working Capital Assessments.

Such assessments to be established and collected as hereinafter provided, but Lots owned by Developer or Approved Builder shall be exempt therefrom. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, when delinquent, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due.

- B. Common Assessment .

- (1) Purpose of Assessment. The Common Assessment levied by the Neighborhood Association shall be used to promote the recreation, health, safety and welfare of the Owners and, in particular, for the maintenance, operation and replacement of the Common Areas, for maintenance, operation and replacement of any portions of each

Lot for which the Neighborhood Association is responsible for maintenance and care, and the payment of Common Expenses.

(2) Basis for Assessment.

- a. Owner Parcels. Except as provided otherwise, each Lot which has been conveyed to an Owner shall be assessed at a uniform rate. For the purpose of all assessments, the term "Owner" shall exclude the Developer and the Approved Builder.
 - b. Lots owned by Developer or Approved Builder. Notwithstanding any provisions herein to the contrary, the Neighborhood Association shall not assess any Lots located within The Neighborhood at Talon Bay, owned by the Developer or Approved Builder so long as said Lots are not leased to third parties. This section shall apply to any and all model homes so long as the model is not sold, conveyed or leased to any third party.
 - c. Method of Assessment. By a vote of a majority of the Board of Directors of the Neighborhood Association, said Board shall fix the annual assessment upon the basis provided above, provided however, that the annual assessments shall be sufficient to meet the obligations imposed by the Neighborhood Declaration. The Board shall set the date or dates such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments, provided however, that upon default in the payment of any one or more installments, the entire balance of said assessments may be accelerated at the option of the Board and be declared due and payable in full.
- C. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Neighborhood Association may levy in any assessment year a special assessment applicable to the year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas or which serves all Lots whether or not located on the Common Areas, including fixtures and personal property related thereto, and provided that any such assessment shall have the consent of 2/3 of the votes of the Class A Members voting in person or by proxy at a special meeting duly called for that purpose and the consent of the Class B Member. In addition, the Neighborhood Association may levy a special assessment in the same manner as hereinabove described for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Members of the Neighborhood Association.
- D. Special Lot Assessments . In addition to the assessments authorized above, the Neighborhood Association may levy in any assessment year a special assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any repair or replacement of a capital improvement upon such Lot, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Class A Members who are voting in person or by proxy at a meeting duly called for this purpose.
- E. Master Assessments . If required by the Community Association in its Bylaws, all owners of lots in the Neighborhood Association shall pay any assessments levied by the Community Association to Neighborhood Association. The Neighborhood Association shall have the duty to collect Community Association assessments on plots within The Neighborhood at

Talon Bay timely remit the same to the Community Association, and notify the Community Association of plots for which assessments are delinquent and the name and address of the owners thereof. The Community Association shall be entitled to rely upon the information given by the Neighborhood Association regarding delinquencies, and impose a lien upon such delinquent owner's lot in accordance with this Neighborhood Declaration and the Community Declaration. Provided, however, the Community Association may, in its sole discretion, subject to the Community Declaration, elect to collect Community Association assessments and other charges directly from any owner personally.

- F. **Date of Commencement of Annual Assessments** . The annual assessments provided for herein shall commence with respect to the individual assessable Lot on the day of conveyance of the individual assessable Lot to an Owner who is not the Developer or the Approved Builder, provided further that the assessments for the individual assessable Lot shall not begin until the earlier of the date of the Certificate of Occupancy on the residence on said Lot or six (6) months from the date of the issuance of a building permit for said Lot. . The initial assessment for any fractional year on any assessable Lot shall be collected at the time of closing when title to said Lot is conveyed to the Owner. Additionally, the working capital contribution as detailed in the purchase contract shall be collected at the time of closing. If there is no detail on the working capital in the contract then it shall be deemed to be two (2) months of the then current assessments.
- G. **Effect of Nonpayment of Assessments . Remedies of the Neighborhood Association** . Any assessment not paid within (10) days after the due date will bear interest from the due date at a percentage rate not to exceed 18% per annum. The Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs and reasonable attorneys' fees of any such action will be added to the amount of such assessment and lien. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Neighborhood Association the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Neighborhood Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Neighborhood Association a power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Neighborhood Association and shall be for the benefit of all Lot Owners. The Neighborhood Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise avoid liability for the assessments provided by nonuse of the Common Areas or abandonment of his Lot.
- H. **Annual Budget** . By a majority vote of the Board of Directors of the Neighborhood Association, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by this Neighborhood Declaration will be met. Each Lot subject to assessments will be liable for an equal share of the total of such assessments.
- I. **Certificate of Payment** . The Treasurer or any other officer of the Neighborhood Association, upon demand of any Owner liable for an assessment, shall furnish to said Owner a certificate in writing signed by the president or vice-president, setting forth whether such assessment has been paid. Such certificate, when co-signed by the Secretary of the Neighborhood Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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- J. Real Estate Taxes . If the Common Areas are taxed separately from Lots, the Neighborhood Association shall include such taxes as part of the common assessments. If the Common Areas are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to promptly pay such taxes prior to their becoming a lien on the Lot.
- K. Special Assessments for Negligence . The Neighborhood Association may, subject to the provisions of this Article, levy Special Assessments against selected Owners who have caused the Neighborhood Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents or due to actions taken by the Neighborhood Association to correct a violation by said Owners, their guests or agents, of the terms and conditions of this Neighborhood Declaration.
- L. Annual Balance Sheet . The Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Neighborhood Association for each fiscal year, and shall cause a copy of each such statement to be distributed to each Member, and to each First Mortgagee which has filed a written request for copies of the same with the Board of Directors, in the manner provided by the Bylaws of the Neighborhood Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the membership of the Neighborhood Association a written, itemized budget of the expenses to be incurred by the Neighborhood Association during such year in performing its functions under this Neighborhood Declaration, which may include reasonable provision for contingencies and deposits into a reserve fund for maintenance of the Common Areas.
- M. Exempt Property . Common Expenses and assessments, special assessments for capital improvements, and other special assessments and annual or special Lot assessments or charges shall only be assessed against Lots which are subject to assessment under the provisions hereof, and all other portions of TALON BAY, including without limitation, Lots owned by the Developer or Approved Builder shall be exempt therefrom.
- N. Claim of Lien . If any assessment is not paid within thirty (30) days following the due date, the Neighborhood Association may declare the entire assessment immediately due and payable. The Neighborhood Association may at any time thereafter record a Claim of Lien in the office of the Clerk of the Circuit Court of Sarasota County, Florida against the Lot for which the assessment was due. The Claim of Lien shall include a description of the property encumbered, the Owner's name, the amount then due and the date when due, and shall be signed and acknowledged by an officer of the Neighborhood Association. The Lien shall continue until fully paid or otherwise satisfied.
- O. Foreclosure Sale . The assessment lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Neighborhood Association, through duly authorized agents, shall have the power to bid on any Lot at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.
- P. Cumulative Remedies . The assessment liens and the right to foreclose and sale there under shall be in addition to and not in substitution for all other rights and remedies which the Neighborhood Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.
- Q. Subordination of the Lien to Mortgages . The lien securing the assessments provided for herein shall be subordinate to the lien of any Mortgage held by a First Mortgagee (all such mortgages are herein referred to as First Mortgages, whether or not they have priority over

all other mortgages) made in good faith and for value and recorded prior to the date the Claim of Lien is recorded. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or conveyance by deed in lieu thereof of a First Mortgage, shall extinguish the lien of such assessment as to installments which became due prior to such sale or transfer, except to the extent a claim of lien therefore was filed prior to the recording of such mortgage.

ARTICLE V: ARCHITECTURAL CONTROL

- A. The Architectural Review Board. An Architectural Review Board shall be appointed by the Board of Directors of the Neighborhood Association, and the members of the Architectural Review Board shall serve as such for a period of time to be determined by the Board of Directors or until such time as any member of such Architectural Review Board shall resign therefrom or fail or refuse to serve thereon. Notwithstanding anything to the contrary herein, Approved Builder shall have the right to appoint all members of the Architectural Review Board, until such time as Approved Builder no longer owns any of the lots, or has a contractual right or option to purchase any of the lots in Talon Bay.
- B. Purpose. The Architectural Review Board shall regulate the external design, construction materials, appearance, use, location and maintenance of FIDELITY HOMES OF TALON BAY and any improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.
- C. Conditions . No Single-Family Residences, or improvements, alterations, repairs, landscaping, painting of the exterior of any Home or improvements, regardless of whether such painting involves the change of paint colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Developer or Approved Builder, to an Owner shall be made or done by the Owner without the prior written approval of the Architectural Review Board. No building, fence, wall, landscaping, planting, swimming pool, garage, residence, or other structure of any kind shall be commenced, erected, maintained, or improved, altered, made or done by the Owner without the prior written approval of the Architectural Review Board.
- D. Procedures . If the Architectural Review Board fails to approve, modify or disapprove in writing an application within ninety (90) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted, but notwithstanding the foregoing, all other conditions and restrictions herein contained or contained in the Bylaws or Resolutions of the Neighborhood Association or other declarations or restrictions applicable to Talon Bay Unit One, Blocks K, L, M & N shall remain in full force and effect.

ARTICLE VI: USE OF PROPERTY

In order to maintain FIEDLEITY HOMES OF TALON BAY as a desirable place to live for all Owners, the following protective covenants are made a part of this Neighborhood Declaration and shall be considered as the initial rules and regulations of the Neighborhood Association:

- A. Single-Family Residence Use. All Lots shall be used, improved and devoted exclusively to residential or destination resort hotel use. Nothing herein shall be deemed to prevent the Owner from leasing a Single-Family Residence for residential or destination resort hotel use, subject to all the provisions of this Neighborhood Declaration, Articles of Incorporation, and

Bylaws, as the same may be amended from time to time. Timeshare ownership or use of Single Family Residences or Lots is prohibited.

- B. Nuisances. No nuisance shall be permitted to exist or operate on any Lot or Common Areas so as to be detrimental to any other property in the vicinity thereof, or to its occupants.
- C. Restrictions on Further Subdivision. No Lot (whether or not a Single-Family Residence has been constructed) shall be further subdivided or separated into smaller parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein shall be conveyed or transferred by an Owner, provided that this shall not prohibit corrective deeds, or similar corrective instruments.
- D. Pets. Conventional pets may be kept by an Owner in a Single-Family Residence but only if such pet does not cause a disturbance or annoyance on FIDELITY HOMES OF TALON BAY, and is kept inside a home. All pets must be held, or kept leashed at all times that they are in the Common Areas and all Owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his or her pets. The Neighborhood Association reserves the right to demand that an Owner permanently remove from FIDELITY HOMES OF TALON BAY any and all pets which create disturbances and annoyances which are to the reasonable displeasure of neighbors and other Owners. No livestock, poultry or any other kind of pet may be raised or bred except that which is permitted by the Board of Directors.
- E. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Lot or Single-Family Residence or the Common Areas within FIDELITY HOMES OF TALON BAY, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Board of Directors, which approval may be withheld at the sole discretion of the Board. The Approved Builder shall be permitted to post and display advertising signs on FIDELITY HOMES OF TALON BAY.
- F. Vehicles and Boats. Only vehicles (automobiles, trucks, vans and recreation vehicles, trailers, etc.) which can be kept in the garage of a Single-Family Residence shall be permitted on FIDELITY HOMES OF TALON BAY except for those vehicles of an Owner's guests and invitees and repairman and maintenance personnel whose vehicles are on FIDELITY HOMES OF TALON BAY temporarily. Owners or authorized occupants may keep passenger vehicles or boats stored on FIDELITY HOMES OF TALON BAY in garages as established by the Board of Directors or other storage facilities as established by the Board of Directors. An owner may keep not more than one commercial passenger vehicle, but in no event recreational vehicles, boats or trailers in the driveway of a Single-Family Residence. Any vehicles or boats that are of such size as will not permit the garage door to be closed with the vehicle or boat inside the garage may not be kept on FIDELITY HOMES OF TALON BAY. The parking of any vehicle or boat upon any other part of FIDELITY HOMES OF TALON BAY is prohibited. Only vehicles or boats bearing current license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked on FIDELITY HOMES OF TALON BAY. Designated parking spaces within the Common Areas are intended only for the temporary parking of vehicles or boats belonging to Owners or their guests and are not to be used for long term parking unless authorized by the Board of Directors.
- G. Clotheslines. No clothesline, clothes hanging, or other clothes drying facility shall be permitted in any area of FIDELITY HOMES OF TALON BAY or recreation area.

- H. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained so as to render the same and the contents thereof hidden from view from streets and adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid. Garbage may be placed curbside on collection days designated by the Neighborhood Association from time to time.
- I. Antennas and Satellite Receivers. No exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere within FIDELITY HOMES OF TALON BAY Satellite receivers eighteen (18) inches or less in diameter are permitted if approved in writing by the Architectural Review Board, which such approval may take into consideration, among other factors, the location and visibility of any such proposed satellite receivers.
- J. Temporary Structures; Outbuildings. No structure of a temporary character, trailer, tent, shack, barn, shed, or other outbuilding shall be permitted on any Lot at any time.
- K. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or the Common Areas.
- L. Water Supply and Sewerage. No individual well or septic tank will be permitted on any Lot.
- M. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Lot. Notwithstanding, an Owner may keep and maintain a small portable propane gas tank for gas barbecues and fireplaces, so long as it is located to the rear of the Single-Family Residence.
- N. Garage Sales. No garage sales or other similar commercial activities will be permitted to be held on a Lot.
- O. Compliance. It shall be the responsibility of each Owner, family members of Owners, and their authorized guests and tenants, to conform and abide by the rules and regulations in regard to the use of FIDELITY HOMES OF TALON BAY which may be adopted in writing from time to time by the Board of Directors of the Neighborhood Association and the Architectural Review Board, and to see that all persons using Owners' Single-Family Residence by, through and under him do likewise.
- P. Soliciting. No soliciting will be allowed at any time within FIDELITY HOMES OF TALON BAY.
- Q. Inspection and Repair. Owners (with prior advance notice) shall allow the Board of Directors and the agents and employees of the Neighborhood Association to enter any Lot and Single-Family Residence for the purpose of maintenance, inspection and repair, or in the case of emergency, for any purpose, or to determine compliance with this Neighborhood Declaration.
- R. Violation. Upon violation of any of the Rules or Regulations, adopted as herein provided, or upon violations of any of the provisions of this Neighborhood Declaration by an Owner, or his family, tenants, or guests, the Neighborhood Association Approved Builder, or any Owner, may bring an action for specific performance, declaratory decree or injunction. The successful party may recover costs and attorneys' fees in such suit. The Neighborhood Association shall also have the right to enter upon any lot and correct any violation of the

rules and regulations and to assess the Owner for any changes incurred by the Neighborhood Association.

- S. Employees of the Neighborhood Association and employees, agents, and workmen of the Developer shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave FIDELITY HOMES OF TALON BAY on any private business of Owners. The uses and functions of the Neighborhood Association's employees shall be governed by the Board of Directors. If services are provided to Owners by any of the employees, agents or workmen of the Developer or the Neighborhood Association, neither the Developer nor the Neighborhood Association will assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor do they warrant such services or work. In addition, neither the Developer nor the Neighborhood Association shall be liable for any injury to persons or damage to property resulting from any act or omission by those performing such works or services to Owners.
- T. Voting by Multiple Owners. If a Lot is owned by multiple individuals who belong to more than one family, by a fiduciary, a corporation, partnership or other entity, membership thereto and use thereof shall be exercised by only one individual and his or her family designated in writing by said persons as the person entitled to vote for and occupy said Single-Family Residence.
- U. Additional Rules and Regulations. The Approved Builder, until such time as the Approved Builder and/or the Developer, as the case may be, convey the Common Areas, and thereafter (or earlier at the option of the Developer exercised on one or more occasions) the Board of Directors of the Neighborhood Association, may establish such additional rules and regulations as may be deemed for the best interests of the Neighborhood Association and its Members for purposes of enforcing the provisions of this Article.
- V. Exterior Improvements and Landscaping. No Owner of a Lot shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of any Single-Family Residence or building (including awnings, antennae, signs, storm shutters, screens, furniture, fixtures and equipment), or to any parking spaces without the prior written consent of the Architectural Review Board. The Owner of a Lot may not plant vegetation, remove or alter existing vegetation or remove grass or sodded areas on his lot without written consent of the Architectural Review Board.
- W. Obstruction View. No improvement to, or landscaping on, a Lot shall obstruct any view across the Lot from any of the Common Areas or from another Lot except for such as have been approved by the Architectural Review Board or the Board of Directors.
- X. Care of Lots and Single-Family Residences. All parts of FIDELITY HOMES OF TALON BAY shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Lot or Single-Family Residence or of the Common Areas which would increase the rate of insurance upon FIDELITY HOMES OF TALON BAY.
- Y. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of FIDELITY HOMES OF TALON BAY or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, as well as other applicable restrictions, shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of FIDELITY HOMES OF TALON BAY shall be the same as is elsewhere herein specified with respect to other maintenance, repair and replacement.

Z. Exemption. Developer and/or Approved Builder, or their successors or assigns anticipate undertaking the work of constructing improvements on Lots and other improvements such as infrastructure. The completion of that work and the sale, rental and other disposal of Lots is essential to the establishment and welfare of FIDELITY HOMES OF TALON BAY N. Therefore, Approved Builder shall be exempt from the restrictions set forth herein (but not from other restrictions applicable to FIDELITY HOMES OF TALON BAY imposed by other documents) in its use of the Single-Family Residences and the Lots as is reasonably necessary to permit it to develop and sell the Single-Family Residences and the Lots, including but not limited to, using the Single-Family Residence or Lots for temporary sales models, sales trailers, offices, entertainment, etc. In furtherance thereof, in order to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography, the Approved Builder reserves the right to construct fences and walls and to create landscape or other buffers upon, around or between Lots. This reservation of rights extends to Lots which have been conveyed by Developer and shall expire when neither the Developer nor Approved Builder holds title to any Lot within FIDELITY HOMES OF TALON BAY.

AA. Common Areas. The Common Areas shall be used only for the purposes for which they are intended to be used for the enjoyment of the Owners. The Developer reserves the right to construct roadways, utilities, drainage facilities and other infrastructures within the Common Areas. Additionally, and without limiting the foregoing, Developer grants the right, but not the obligation, to Approved Builder, to construct any such roadways, utilities, drainage facilities and other infrastructures within the Common Areas.

ARTICLE VII: OWNER'S IMPROVEMENT TO LOTS

Each Lot Owner shall have the right, under the conditions herein set forth, and subject to regulations and criteria established by the Neighborhood Association, to make limited improvements to his Lot in the appropriate area (as defined by the Neighborhood Association) of each Owner's Lot. Prior to making any improvements to such areas and as a condition thereto, the Owner must first obtain written approval from the Architectural Review Board and submit such plans, specifications, contracts and other documentation as the Neighborhood Association requires in accordance with rules promulgated from time to time. Each Owner will be required to maintain such improvements (or to bear the cost thereof) in the manner prescribed by the Neighborhood Association in its rules and regulations.

ARTICLE VIII: MAINTENANCE, REPAIRS AND REPLACEMENTS

Responsibility for maintenance, repairs and replacements of the improvements located on FIDELITY HOMES OF TALON BAY and property of Single-Family Residence Owners located or situated within FIDELITY HOMES OF TALON BAY shall be as follows:

- A. Lot-Home Owners. Except for maintenance performed on a Lot and/or improvement located thereon by the Association pursuant to this Declaration or by the Board of Directors and/or vote of the majority, if any, all maintenance of the Lot and improvement shall be the sole responsibility of the Owner thereof, who shall maintain such Lot and improvement in a manner consistent with the plans and specification for the Lot and improvements thereon, community standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; keeping improvements, and exterior lighting in good repair and working order; keeping the floor of the lanai clean and in good repair; replacement of any broken windows in the improvement and general maintenance and repair of Lot and improvement. In addition,

Owners shall maintain any driveway, walkway, pipe(s), wire(s) and conduit(s) which serve only the Lot and improvement, whether said driveway, walkway, pipe(s), wire(s) or conduit(s) are located within or outside of a Lot and/or improvements boundaries. Accordingly, Owners shall maintain the water line serving the Unit up to the water sub-meter. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner thirty (30) day written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Unit Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

- B. Neighborhood Association. The Association is responsible for the maintenance, repair, and replacement of all common elements and Association property and all other property which have been provided for herein. The cost is a common expense. This maintenance shall include, without limitation, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) all Community entry features, including entry area landscaping and signage whether or not such landscaping is on a Unit, privately owned property or public right-of-way and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features; (b) landscaping located on the front yard, back yard and any side yard, of a Lot (note this does not include any area which an Owner fences if so allowed by the Association); (c) any irrigation system and the expenses for water and electricity, if any, provided to any irrigation system used for landscaping in the Community; (d) storm water detention/retention ponds and storm water drainage facilities serving the Community; (e) all private Community streets, roads, paths and sidewalks; (f) the Gate System serving the Community, if any; (g) Community fencing originally installed by the Developer along the perimeter of the Community, whether or not such fencing is on a Lot, open space or public right-of-way; (h) the private water system serving the Community, including master meters; (i) power-washing and painting of the exterior portions of the improvements (including the front door) from time to time as necessary and as determined by the Board of Directors; (j) all roofing on an the improvements; and (k) the operation and maintenance of the surface water management system facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit. In the event of damage to or destruction of all or any part of a Lot or improvement as a result of fire or other casualty, the Association shall not be responsible for the repair and restoration of any portion of the Lot or improvement. Community landscaping to be maintained by the Association shall include landscaping within any medians or islands located in or along the right-of-way of public or private streets within the Community. The Board of Directors, in its sole discretion, may leave portions of the Community as undisturbed natural areas and may change the landscaping in the Community at any time and from time to time or may, with the consent of the Developer, change the level of maintenance performed. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not

paid for by insurance, shall be assessed against the Owner as a specific assessment. Any common irrigation system installed by the Developer or the Association shall be Common Property, operated, maintained, repaired and replaced by the Association. The deed of conveyance of any Unit shall not include any right, title or interest in such irrigation system, if any.

All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by an Owner or his or her predecessor in title.

- C. YARD MAINTENANCE -- As provided in above, the Association shall maintain and keep in good repair the landscaping improvements located on the front yard, back yard and side yard, if any, of a Lot, notwithstanding the landscaping improvements which are the responsibility of Owners as provided above. The Board of Directors in its sole discretion may leave portions of the Community as undisturbed natural areas and may change the landscaping in the Community at any time and from time to time or may, with the consent of the Developer, change the level of yard maintenance performed. The Board of Directors may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of Owners with respect to adding or modifying landscaping improvements, including, for example allowing seasonal flowering plants in certain areas of the Community at the expense of the Owner.

ARTICLE IX: INSURANCE

- A. The Neighborhood Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Neighborhood Association shall be purchased for the benefit of the Neighborhood Association, Developer, Approved Builder and Lot Owners and their mortgagees, as their interests appear. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Lot upon request. The Neighborhood Association shall purchase and carry insurance coverage as follows:
- (1) Public liability insurance with respect to the Common Areas and the Lots and Single-Family Residences in such amounts with such coverage and in such forms as shall be required by the Board of Directors of the Neighborhood Association to protect the Neighborhood Association and the Owners, including non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Single-Family Residence Owners as a group to each Single-Family Residence Owner; and
 - (2) Worker's compensation insurance to meet the requirements of law.
 - (3) Hazard Insurance with respect to the Common Areas.
 - (4) Hazard Insurance with respect to the Duplexes. This shall be procured by the Neighborhood Association and shall be apportioned ONLY among the Owners of the Duplex Units. This shall not be a line item or charge or assessment applied to the Single Family Residences. If at some time in the future it is determined that the individual Owners of the Duplexes are able to obtain their own insurance, the

Neighborhood Association Board of Directors may in their sole discretion make this an Owner responsibility and not an Association responsibility.

- (5) Hazard Insurance with respect to the Single Family Residences. This shall not be an Association expense and shall be obtained and paid for by the Unit Owners. Casualty insurance on each Single-Family Residence for its full replacement value against all insurable casualties, including flood shall be obtained by and paid for by the individual owners of the Single-Family Residence. .
 - (6) Officer's and Director's liability insurance for Officers and Directors of the Neighborhood Association.
- B. The Neighborhood Association may purchase and carry such other insurance coverage as the Board of Directors of the Neighborhood Association, in its sole discretion, may determine from time to time to be in the best interests of the Neighborhood Association and Single-Family Residence Owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Single-Family Residence, including without limitation director's and officer's liability coverage.
- C. Premiums for all insurance described herein above and obtained and purchased by the Neighborhood Association shall be paid by the Neighborhood Association. The cost of insurance premiums, and other incidental expenses, incurred by the Neighborhood Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Owners as Common Expenses.
- D. All policies of insurance obtained and purchased by the Neighborhood Association shall be for the benefit of the Developer and the Neighborhood Association (including directors and officers if applicable), the Owners and their mortgagees, as their interests may appear.
- E. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Neighborhood Association shall be bound by the Neighborhood Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Neighborhood Association.

ARTICLE X: DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY

In the event of damage or destruction by fire or other casualty to the Owner's Single-Family Residence or to the property within the Owner's Lot the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Property in a good, workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to commence repair or to commence the rebuilding of such property within sixty (60) days, the Neighborhood Association may repair or rebuild such property. The Owner must reimburse the Neighborhood Association for the amount actually expended for such repairs or reconstruction, and the Neighborhood Association shall have a lien securing such payment in the same manner provided herein for annual assessments. All such repairs or reconstruction must proceed in a diligent manner and be completed within ten (10) months from commencement of work.

ARTICLE XI: MORTGAGEE PROTECTION CLAUSE

The following provisions are for the benefit of First Mortgagees and to the extent these provisions conflict with any other provisions of the Neighborhood Declaration, these provisions shall control:

- A. Each holder of a First Mortgage encumbering any Lot, at its written request, is entitled to written notification from the Neighborhood Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Neighborhood Declaration, the Articles of Incorporation or Bylaws of the Neighborhood Association which default is not cured within thirty (30) days after the Neighborhood Association learns of such default.
- B. Any holder of a First Mortgage encumbering any Lot which obtains title to such Lot pursuant to the remedies provided in such Mortgage or by deed in lieu of foreclosure, shall take title to such Lot free and clear of any claims of unpaid assessments or charges due to the Neighborhood Association against such Lot which accrued prior to the acquisition of title to such Lot by the Mortgagee except to the extent a Claim of Lien therefor was filed prior to recording of said mortgage.
- C. Unless at least seventy-five per cent (75%) of First Mortgagees (based upon one vote for each Mortgage owned), and 75% of the Owners (other than Approved Builder, whose approval must in all events be obtained) have given their prior written approval, neither the Neighborhood Association nor the Owners shall:
- (1) By act or omission seek to sell or transfer the Common Areas and the improvements thereon which are owned by the Developer, Approved Builder or Neighborhood Association. Transfers expressly provided for or allowed herein and the granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Neighborhood Association or the Developer or the transfer of the Common Areas to an unincorporated association of the Owners (including the Neighborhood Association) in accordance with this Neighborhood Declaration or the Articles of Incorporation of the Neighborhood Association shall not be deemed a transfer within the meaning of this clause.
 - (2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot.
 - (3) Fail to maintain fire and extended coverage on insurable Common Areas (including flood insurance if any improvements are located in a zone requiring flood insurance; and including wind coverage, if available) on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurance value (based on current replacement cost) less such reasonable deductible as the Board may deem appropriate.
 - (4) Use hazard insurance proceeds for losses to the Common Areas for other than the repair, replacement or reconstruction of such improvements.
 - (5) Except as otherwise provided herein by reservation to the Developer and/or Approved Builder, amend this Neighborhood Declaration or the Articles of Incorporation or Bylaws of the Neighborhood Association in such a manner that the rights of any First Mortgagee will be adversely affected or the value of Lots reduced.
 - (7) First Mortgagees shall have the right to examine the books and records of the Neighborhood Association during normal business hours. All First Mortgagees who have registered their names with the Neighborhood Association shall be given: (i) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Neighborhood Declaration or the

Articles of Incorporation or Bylaws of the Neighborhood Association; and (ii) immediate notice following any damage to the Common Areas whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Areas.

- (8) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property.

ARTICLE XII: ENCROACHMENTS, EASEMENTS

- A. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, etc. Each portion of Talon Bay Unit One, Blocks K, L, M & N shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all encroachments over Lot lines, structural supports, roofs, roof overhangs, common walls, pipes, wires, ducts, vents, cables, conduits, public utility lines, and similar or related facilities located on FIDELITY HOMES OF TALON BAY and serving such portion thereof. Each portion of FIDELITY HOMES OF TALON BAY shall be subject to an easement in favor of all other portions thereof to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace the structural supports, roofs, roof overhangs, common walls, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities located in such portion of FIDELITY HOMES OF TALON BAY and serving other portions thereof.
- B. Construction and Sales. The Developer and/or Approved Builder, as the case may be (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Areas and all Lots for construction purposes. The Approved Builder (and its agents, employees and designees) shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Common Areas for the purposes of advertising the sale of Lots.

ARTICLE XIII: GENERAL PROVISIONS

- A. Enforcement. This Neighborhood Declaration, the Articles of Incorporation and the Bylaws may be enforced as follows:
 - (1) Breach of any of the covenants contained in the Neighborhood Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings brought by any Owner, the Developer, Approved Builder or the Neighborhood Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable, in favor of the prevailing party as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.
 - (2) The remedies herein provided for breach of the covenants contained in this Neighborhood Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.
 - (3) The failure of the Neighborhood Association to enforce any of the covenants contained in this Neighborhood Declaration or in its Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

- (4) A breach of the covenants, conditions or restrictions contained in this Neighborhood Declaration or in the Bylaws, shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot, provided, however, that any subsequent Owner of such Lot shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.
- (5) The Neighborhood Association shall also have the right to enter upon any lot and correct any violation of the rules and regulations and to assess the Owner for any changes incurred by Neighborhood Association.
- B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- C. Term. The covenants and restrictions of this Neighborhood Declaration shall run with the land and bind the property hereby encumbered, and shall inure to the benefit of and be enforceable by the Neighborhood Association, the Developer, and the Owners of Lots subject to this Neighborhood Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Neighborhood Declaration is recorded, after which time these provisions shall automatically be extended for successive periods of five (5) years. At any time after the initial thirty (30) year period provided for in this section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument executed by the then Owners of sixty percent (60%) of the Lots agreeing to the termination or modification.
- D. Interpretation. The provisions of this Neighborhood Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of FIDELITY HOMES OF TALON BAY as a residential community. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, and neuter shall each include the masculine, feminine and neuter.
- E. Amendments. The Approved Builder may, in its sole discretion, without the joinder of any person, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Neighborhood Declaration so long as it owns one (1) Lot within TALON BAY. Such modifications, amendments or other changes may, without limitation, include a modification or termination of the rights of the Approved Builder hereunder. The Neighborhood Declaration may not under any circumstances be amended in a manner adverse to Developer or Approved Builder, or terminated without the prior written consent of Developer and Approved Builder.

At such time as Approved Builder does not own any Lots within Talon Bay, an amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded) and which shall become effective when recorded in the public records.

Whenever it shall appear that there is a defect, error, or omission in any of the documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone.

- F. No Public Right or Dedication. Nothing contained in this Neighborhood Declaration shall be deemed to be a gift or dedication of all or any part of the Common Areas to the public, or for any public use.
- G. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of FIDELITY HOMES OF TALON BAY does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property.
- H. Supplemental Declarations. From time to time Approved Builder or its successors or assigns may, in its sole discretion, and without the joinder of any other party, execute and file Supplemental Declarations hereto for the purpose of subjecting additional land to the effect of this Neighborhood Declaration and for the purpose of designating and identifying additional land as Lots and Common Areas. Provided, however, notwithstanding the subsequent addition hereto of adjoining land by Approved Builder nothing herein shall obligate Approved Builder to file Supplemental Declarations with respect to any such land. Any such land shall only become part of TALON BAY and subject to the terms hereof when such a supplement is filed. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF DWELLING UNITS AND THE NUMBER OF PROPERTY UNITS IN THE NEIGHBORHOOD.
- I. Withdrawal and Modification. Anything herein to the contrary notwithstanding, the Approved Builder reserves the absolute right to amend this Neighborhood Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of FIDELITY HOMES OF TALON BAY from the provisions of this Neighborhood Declaration. Provided, however, the right shall not permit the removal of any land containing improvements, facilities and amenities which are needed by or were available for use by any Lot Owners at the time of acquiring their Single-Family Residences.
- J. Conflict of Governing Documents. The provisions of this Neighborhood Declaration shall be supplementary and in addition to the provisions of the COMMUNITY DECLARATION. In the event of any conflict among the provisions of the COMMUNITY DECLARATION and the provisions of this Neighborhood Declaration, as the case may be, to the extent permitted by law, the Neighborhood Declaration and any supplementary declaration, in that order, shall control. In the event of a conflict or inconsistency between the Community and Neighborhood Association governing documents, to the extent permitted by law, the Community governing documents shall control. Any governing document's lack of a provision with respect to a matter for which provision is made in another governing document shall not be deemed a conflict or inconsistency between such governing documents. The Approved Builder reserves the right and power to resolve any such conflict and its decision shall be final. In the event of a conflict between the provisions of this Neighborhood Declaration and the provisions of the Articles of Incorporation of the Neighborhood Association or the Bylaws of the Neighborhood Association, this Neighborhood Declaration shall control.

IN WITNESS WHEREOF, Talon Bay Properties, LLC, a Florida limited liability company, does hereby execute this Neighborhood Declaration in its name by its undersigned authorized officer and affixes its corporate seal hereto this 19th day of May, 2004.

Signed, Sealed and Delivered
in the presence of:

Laura Long
Witness

Printed Name: Laura Long

Julie Watts
Witness

Printed Name: Julie Watts

TALON BAY PROPERTIES, LLC,
a Florida limited liability company

By: [Signature]
Peter Shipp, as its Manager

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 19th day of May, 2004, by Peter Shipp, as Manager of TALON BAY PROPERTIES, LLC, a Florida limited liability company. He is personally known to me, or produced his Florida driver's license as identification and did not take an oath.

(SEAL)



Laura L. Long
MY COMMISSION # DD199803 EXPIRES
April 3, 2007
BONDED THRU TROY FARM INSURANCE, INC.

Laura L. Long
NOTARY PUBLIC

ARTICLES OF INCORPORATION

OF

THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC.

A Florida Non-Profit Corporation

In compliance with the requirements of Chapter 617, Florida Statutes, as amended, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Non-Profit corporation, and do hereby certify that:

ARTICLE I

NAME

The name of the corporation is THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

ADDRESS

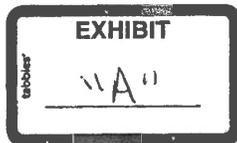
The street and mailing address of the initial principal office of the Association is 2975 Bobcat Village Center Road, Suite 100, North Port, Florida 34288.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the member thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of various of the residential lots and dwellings and Common Areas within Blocks J, K, L, M and N, TALON BAY, Unit One, to enforce the "Declaration of Protective Covenants, Restrictions and Easements for Fidelity Homes of Talon Bay", and to promote the health, safety and welfare of the residents within the above described property, and for these purposes to:

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



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

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

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

E. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members;

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, within the talon Bay Project, provided that any such merger, consolidation, or annexation not specifically authorized in the Declaration shall have an assent of two-thirds (2/3rds) of each class of members and shall require prior approval of the Department of Housing and Urban Development/Veterans Administration as long as the Class B membership exists;

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

ARTICLE IV

INSTRUMENT # 2004102051

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MEMBERSHIP

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

ARTICLE V

VOTING RIGHTS

The Association shall have two classes of voting membership as follows, which membership and voting rights shall be as stated in the Declaration.

ARTICLE VI

INSTRUMENT # 2004102051

DIRECTORS

43 PGS

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

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

C. The first election of directors shall not be held until thirty (30) days after the Class B has closed the sales of all of the Residential Units contemplated by all plats of Talon Bay, or five (5) years after the recording of the last of said Plats, or when the Class B member elects to terminate its control of the Association, whichever shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first elect shall be filled by the remaining directors.

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

David C. Hunihan, 2975 Bobcat Village Center Road, Suite 100, North Port, Florida 34288

David Hunihan, Sr., 2975 Bobcat Village Center Road, Suite 100, North Port, Florida 34288

Pete Shipps, 13035 Tamiami Trail, Unit A, North Port, Florida 34287

ARTICLE VII

OFFICERS

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

David C. Hunihan, 2975 Bobcat Village Center Road, Suite 100,
North Port, Florida 34288

David Hunihan, Sr., 2975 Bobcat Village Center Road, Suite 100,
North Port, Florida 34288

Pete Shipps, 13035 Tamiami Trail, Unit A
North Port, Florida 34287

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3rds) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Florida Statute Chapter 617.

ARTICLE IX

BYLAWS

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

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

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

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

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

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

ARTICLE XII

INCORPORATORS

The name and address of the Incorporator of these Articles of Incorporation are as follows:

David C. Hunihan, 2975 Bobcat Village Center Road, Suite 100,
North Port, Florida 34288

ARTICLE XIII

REGISTERED AGENT

The street address of the initial registered office of the Association shall be 2975 Bobcat Village Center Road, Suite 100, North Port, Florida 34288, and the initial registered at said address shall be David C. Hunihan.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this ____ day of May, 2004.

David C. Hunihan

INSTRUMENT # 2004102051
43 PGS

ACCEPTANCE OF REGISTERED AGENT

Having been named Registered Agent to accept service of process for THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC., at the registered office designated in the Articles, I hereby agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations established by the Florida Statutes.

David C. Hunihan

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BYLAWS

OF

THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION,
INC.

A Florida Non-Profit Corporation

ARTICLE I

NAME AND LOCATION

The name of the Corporation is THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as the "Association". The principal office of the corporation is located at 2975 Bobcat Village Center Road, Suite 100, North Port, Florida 34288, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

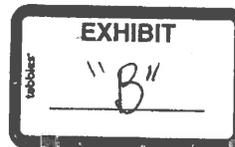
Section 1. "Association" shall mean and refer to THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean all of the real property subject to the Declaration, now or in the future.

Section 3. "Common Area" shall mean and refer to all real property owned by the Association or encumbered by easements in favor of the Association for the common use and benefit of the Owner.

Section 4. "Unit", "Residential Unit" or Dwelling Unit" shall mean and refer to any residential subdivision lot, zero lot line residential lot, as reflected on the Plat recorded in Plat Book 44, Pages 18 through 18C, Public Records of Sarasota County, Florida and does not include the Common Areas, or on any other plats which may be created in the future and submitted to the Declaration.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 6. "Declarant" shall mean and refer to Talon Bay Properties, LLC., and its successors and assigns, and the term is used interchangeable with the term "Developer".

Section 7. "Declaration" shall mean and refer to the Declaration of Protective Covenants, Restrictions and Easements for Fidelity Homes of Talon Bay applicable to the property recorded in the Public Records in and for Sarasota County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, and consisting of Class A members and Class B members.

Section 9. "Transfer Date" shall mean the date the Class B member relinquishes the right to appoint a majority of the members of the Board and conveys title to the Common Areas to the Association.

Section 10. "Transition" shall mean that period of time between incorporation of the Association and the Transfer Date.

ARTICLE III

MEMBERS MEETINGS

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

Section 2. The annual members' meeting shall be held at such location in Sarasota County, Florida, as shall be designated in the Notice of Meeting, at 7:00 p.m., Eastern Standard Time, on the first Thursday after the first Monday in March of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

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

Section 4. A written notice of all members' meeting (annual or special) shall be mailed to each member stating the time and place and the objects for which the meeting is called and shall be given the President, Vice President and Secretary unless waived in writing. Such notice shall be mailed to each member not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given

by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

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

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

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

Section 8. Minutes of all meetings of the members shall be kept in a business-like manner, and shall be available, upon reasonable times, for inspection by the members and directors at the office of the Association.

Section 9. VOTING.

(a) In any meeting of members, the owner of each Unit shall be entitled to cast one (1) vote as the Owner of a Unit unless the decision to be made is elsewhere required to be determined in another manner. Notwithstanding the above, the numbers of votes allowed each class of member of the Association is set forth in the Declaration.

(b) If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. A

certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of a Unit. If such a certificate is not on file, the vote of such Owner shall not be considered in determining the requirements for a quorum nor for any other purpose.

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

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

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

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

Section 11. Until the Class B member has completed all of the contemplated improvements and closed the sale of all of the Units located in The Fidelity Homes of Talon Bay, or until the Class B member elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

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

Section 2. At each annual meeting, the members shall determine the number of directors which shall constitute the Board (subject to Section 1 of this Article IV), and shall elect such approved number of directors for a term of one (1) year.

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

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

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

Section 6. Notwithstanding any terms or provisions set forth herein to the contrary, the Class B member shall determine the number of directors which shall constitute the Board and shall appoint all such directors during Transition (prior to the Transfer Date).

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Class B member shall appoint the members of the Board of Directors during Transition (prior to the Transfer Date). Thereafter, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use the Common Area of a member during any period in which such member shall be in default in the payment of any regular annual assessment levied by the Association which are delinquent in excess of ninety (90) days.
- (c) Impose fines consistent with the terms and provisions of the Declaration and Florida law;
- (d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions for these Bylaws, the Article of Incorporation or the Declaration;

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

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

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

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

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

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

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

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

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

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

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

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

(h) Cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

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

assessments provided for herein by non-use of the Common Area or abandonment of their Unit.

ARTICLE XII

INSTRUMENT # 2004102051

43 PGS

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII

AMENDMENTS

These Bylaws may be amended in the following manner:

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

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meetings. Except as elsewhere provided, such approvals must be by not less than a two-thirds (2/3rds) vote of all of the voting interests of the Association. The Class B member may unilaterally amend these ByLaws during Transition (prior to the Transfer Date).

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

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

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

ARTICLE XIV

MISCELLANEOUS

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

ARTICLE XV

FISCAL MANAGEMENT

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

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

1. Current/Operating Expense (i.e., landscaping, maintenance, utilities, sanitation, supplies, administration, legal, insurance, management, and the like), which shall include all expenditures within the year for which the budget is made, excluding those expenses chargeable to the accounts delineated in paragraph 2 through 4 below.
2. Current/Operating Expense Contingency, which shall include an allowance for the contingency where actual operation/current expenses exceed the budgeted amount thereof.
3. Reserve for Deferred Maintenance and for Replacement. The reserve for deferred maintenance shall include funds for maintenance items that occur less frequently than annually. The reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property.

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

1. Current/Operating Expense.

2. Current/Operating Expense Contingency.
3. Reserve for Deferred Maintenance and for Replacement.
4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property; provided, however, that expenditures in excess of \$5,000.00 from this fund for a single item or for a single purpose shall require at least seventy-five percent (75%) of the vote of the members present at a duly called meeting.
5. Copies of the budget and proposed assessments shall be transmitted to each member of the Association before the end of the calendar year preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

(c) Assessments against Unit Owners for their shares of the budget shall be made annually in advance before the end of the calendar year preceding the year for which the assessments are made. Such assessments shall be in such manner as more specifically described in Articles IX and of X of the Declaration. If the annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and semiannual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment may be amended at any time by the Board of Directors. Subsequent to the Transfer Date, in the event the increase exceeds 120% of the annual assessment for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the members of the Board, shall call a special meeting of members within thirty (30) days, upon not less than ten (10) days written notice to each member at a special meeting, members shall consider and enact a budget. In determining whether assessments exceed 120% of similar assessments in prior years, any authorized provisions for reserves, for deferred maintenance and or replacement or for betterments shall be excluded from the computation. The unpaid assessment for the remaining portion of the year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half (1/2) of the increase shall be due upon the date of the assessment and the balance of the assessment upon said July 1. The first assessment shall be determined by the Board of Directors of the Association.

(d) Assessment for the Association expenses of emergencies that cannot be paid from the annual assessments for association expenses shall be made only after notice of the need for such expenditures is given to the members concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the members concerned, the assessment shall become effective and shall be due after thirty days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

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

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

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

The foregoing document was adopted as the Bylaws of THE FIDELITY HOMES OF TALON BAY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, under the laws of the State of Florida, at the First Meeting of the Board of Directors on the _____ day of May, 2004.

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Rec. @ 18.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006050197 2 PGS
2006 MAR 17 02:53 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CEAGLETO Receipt#761749

✓
This instrument prepared by:
Scott W. Dunlap, Esq.
Dunlap & Moran, P.A.
1990 Main Street, Suite 700
Sarasota, FL 34236

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
FIDELITY HOMES OF TALON BAY**



This Amendment to Declaration of Covenants, Restrictions and Easements for Fidelity Homes of Talon Bay is made as of this 9th day of March, 2006, by The Fidelity Companies, Inc., a Florida corporation, d/b/a Fidelity Homes ("Approved Builder").

STATEMENT OF FACT

- A. The Declaration of Covenants, Restrictions and Easements for Fidelity Homes of Talon Bay is recorded in Official Records Instrument No. 2004102051, Public Records of Sarasota County, Florida (the "Neighborhood Declaration").
- B. In accordance with Article XIII, Paragraph E, Approved Builder, in its sole discretion, may amend the Neighborhood Declaration for so long as it owns at least one lot within the Talon Bay Unit One Subdivision.
- C. Approved Builder owns more than one lot within said neighborhood, and desires to amend the Neighborhood Declaration in order the more specifically provide for the scope of the insurance coverage with respect to the various Duplexes located within Talon Bay Unit One.

AGREEMENT

NOW, THEREFORE, Approved Builder, in accordance with the authority under the Neighborhood Declaration, hereby amends the Neighborhood Declaration as follows:

- 1. In accordance with Article IX, Paragraph A(4), the Talon Bay Homeowner's Association, Inc. (the "Neighborhood Association"), has the right and obligation to procure hazard insurance with respect to the Duplexes (note: in accordance with said provision, if in the future it is determined that individual owners of the Duplexes are able to obtain their own insurance, the Neighborhood Association may then in its discretion require each owner to obtain such insurance in lieu of the Neighborhood Association maintaining such hazard insurance with respect to the Duplexes). It is hereby clarified that the hazard insurance policies with respect to the Duplexes shall insure the "building" as hereinafter defined. The "building" for purposes of this paragraph only, and the insurance requirements as specified herein, shall mean and include that part of the structure(s) within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the Duplexes initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications as existed at the time the Duplex was initially conveyed if the original plans and specifications are not available. The roof or roofs of

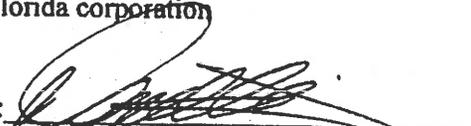
each Duplex, as well as the party wall or common wall between each residence forming a duplex, shall also be included within the definition of the word "building". However, the word "building" shall not include floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioning, heating equipment, water heaters, or any other appliances or fixtures or any other equipment, mechanical or otherwise, serving only one half of the Duplex, as such items must be insured by the individual owner and not the Neighborhood Association.

2. At the request of the Neighborhood Association, each individual Duplex owner shall assign its rights to any insurance proceeds payable as a result of fire or casualty to any portions of the Duplex not covered by the hazard insurance policy of the Neighborhood Association (excluding proceeds payable for replacement of personal property or furniture). In the event the Neighborhood Association requires such an assignment, then such proceeds shall be utilized as necessary for any reconstruction in accordance with the Neighborhood Declaration. Additionally, and without limiting the foregoing, at the request of Neighborhood Association, each owner of a Duplex unit shall provide Neighborhood Association with a copy of such owner's hazard insurance policy covering such fixtures, appliances, etc., as are to be covered by such owner.

3. Except as modified hereby, all terms of Article IX of the Neighborhood Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, Approved Builder has executed this Amendment as of the date and year first set forth above.

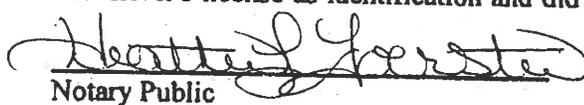
THE FIDELITY COMPANIES, INC.,
a Florida corporation

By: 
David C. Hunihan, as its President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of March, 2006, by David C. Hunihan, as President of The Fidelity Companies, Inc., a Florida corporation. He is personally known to me, or produced his Florida driver's license as identification and did take an oath.




Notary Public

My Commission Expires: 12-14-07