

RESOLUTION
TO
DECLARATION OF CONDOMINIUM OF
TIMBER CREEK CONDOMINIUM NO. ONE

WHEREAS, the Amended and Restated Declaration of Condominium of "Timber Creek Condominium No. One " and of "Timber Creek Condominium No. Two" were recorded in the public records of Manatee County, Florida, with official record book identifications, O.R. 1301 PG 3847 et seq. without the applicable Exhibits or attachments being specified to correlate with the document text.

WHEREAS, the principle Exhibit elements have been previously recorded in the Public Records of Manatee County, Florida by the Developer(s) either initially or through subsequent Deed conveyance at time of settlement between the Developer and Timber Creek Condominiums Association, Inc.

WHEREAS, certain easements or depictions of plots were and are unrecorded. The detail has been incorporated for clarification only, and a notation added to the individual page to reflect that status. No addition has been made that is classified as substantive or would necessitate the normal processing of an amendment in as much as the exhibits are authorized to be recorded under F.S. 718.105 (2); however if it should be determined that an amendment is required then this resolution shall serve as identification.

WHEREAS, the membership approved in principle the assemblage of the Exhibits in conjunction with the approved amended Declaration at the Meeting of Members of Timber Creek Condominiums Association, Inc. held on May 29, 1990. The membership in regard to the Declaration specifically approved the deletion of all references to the Developer which has caused the omission of various sales materials from the resultant "Declaration Document"

IT IS RESOLVED, that Timber Creek Condominiums Association Inc. shall combine the attached Exhibit cover sheet (showing Exhibits A through L) and as may be required a list of contents sheet, with the exhibit documents attached hereto as Resolution No. 1 which when filed with the Public Records of Manatee County, Florida shall abide as the primary Exhibits for Timber Creek Condominium No. One.

RESOLUTION

TO

THE DECLARATION OF CONDOMINIUM NO. ONE

OF

TIMBER CREEK CONDOMINIUMS ASSOCIATION INC.

The Board of Administration of Timber Creek Condominiums Association, Inc., a non-profit Florida corporation, at an officially called meeting held on August 20, 1991 at 4550 Timber Lane, Bradenton, Florida, passed the attached Resolution.

IN WITNESS WHEREOF, said Association has caused this authorization to be signed in its name by the Association President and the Association Secretary, this 27th day of August, 1991.

BY: Glenn Rawlin SECRETARY BY: Marjorie Hix PRESIDENT

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Marjorie Hix, as President, and Glenn Rawlin as Secretary of Timber Creek Condominiums Association, Inc., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Resolution on behalf of said corporation; having been duly sworn acknowledged the execution thereof to be the free act and deed of said corporation.

WITNESS my hand and official seal at Bradenton, Manatee County, Florida this 27th day of August, 1991.

My Commission Expires:

Notary Public

Christophina J. Morrison

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT. 19, 1994
BONDED THROUGH GENERAL INS. CO.

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

TIMBER CREEK CONDOMINIUM NO. ONE

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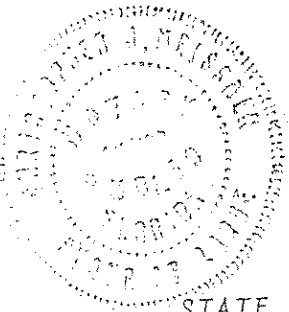
The following Amendments and Restated "Declaration of Condominium of Timber Creek Condominium No. One" as recorded in the Public Records of Manatee County, Florida, in Official Record Book 928 pages 1893 to 1899 inclusive, Official Record Book 1135 Page 1685, and Official Record Book 928 pages 1899 to 1933 inclusive, as subsequently amended, has been legally voted upon and passed by the Association's Board of Administration unanimously at a Board meeting held on March 27, 1990, and approved at a Special Meeting of the Members of Timber Creek Condominiums Association, Inc., held on May 29, 1990 specifically for this purpose; the members present and by proxy totaling 46, the vote for passage was 37, against, 9.

KNOW ALL MEN BY THESE PRESENTS, that attached hereto and made a part hereof is "Declaration of Condominium of Timber Creek Condominium No. One" and

That with the exception of the "Introduction" thereto, at the above mentioned meeting, is submitted, and

LET IT BE KNOWN that the amendments made simultaneously with the revision of the aforesaid document were individually indicated and described in a covering letter which letter also indicated non-changes and deletions, and said letter with the restated aforementioned document was distributed to the entire membership of Timber Creek Condominium No. One, along with the official notice setting forth the time, place, and purpose of the Special Members' Meeting. A resume of said amendments was set forth in the "Introduction" to the revisions of the Declaration of Condominium of Timber Creek Condominium No. One.

IN WITNESS WHEREOF, Timber Creek Condominiums Association, Inc. has caused these presents to be signed and its corporate seal affixed by its duly authorized officers, Robert Elmore, President Pro Tem, and Jean T. DuGene, Secretary, this 28th day of June, A.D. 1990.



RECORD VERIFIED
R.B. SHORE, CLERK OF CIRCUIT COURT

BY: [Signature]

Robert Elmore
Robert Elmore, President Pro Tem

Jean T. DuGene
Jean T. DuGene, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

Before me personally appeared Robert Elmore and Jean T. DuGene, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 28th day of June, A.D. 1990.

Christopher J. Messner
Notary Public
State of Florida

My Commission expires: 9/18/90

DECLARATION OF CONDOMINIUM
OF
TIMBER CREEK CONDOMINIUM NO. ONE

Established as the revised declaration of condominium by the owners of units in Timber Creek Condominium No. One with the Board of Administration of Timber Creek Condominium Association, Inc., hereafter referred to as the "Association". A corporation not for profit under the provisions of Chapter 617 of the Florida statutes for itself, its successors, grantees and assigns. The Association, a condominium, representing the ownership of fee simple title of record to certain lands located in Manatee County, Florida, being more particularly described in Exhibit A attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the provisions of Chapter 718 of the Florida statutes, hereinafter called the "Condominium Act".

1. NAME. The name for this condominium is TIMBER CREEK CONDOMINIUM NO. ONE.

2. DEFINITIONS. The terms in this Declaration and Exhibits, including the Articles of Incorporation and By-Laws of Timber Creek Condominiums Association, Inc. will be defined in accordance with the "Condominium Act" and as follows:

2.1. CONDOMINIUM PROPERTY. Condominium Property means the land, leaseholds and personal property that are subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.2. COMMON ELEMENTS. Common elements means the portion of the Condominium Property not included in the units or not identified as personal property of the unit owner.

2.3. LIMITED COMMON ELEMENTS. Limited common elements means those common elements which are reserved for the use of a particular condominium unit or units to the exclusions of other units.

2.4. CONDOMINIUM PARCEL. Condominium parcel means a unit together with its undivided share in the common elements.

2.5 UNIT. Unit means a part of the condominium property which is subject to exclusive ownership.

2.6. UNIT OWNER. Unit owner means the owner of a unit.

2.7. ASSOCIATION. Association means Timber Creek Condominiums Association, Inc., and its successors.

2.8. ASSOCIATION OWNED PROPERTY. Association owned property means the land and improvements which have been conveyed or may be conveyed to the Condominium Association. Refer to Section 7.

2.9. CONDOMINIUM. Condominium means Timber Creek Condominium No. ONE.

2.10. COMMON EXPENSES. Common expenses include the following:

A. Expenses of the administration and management of the condominium property.

B. Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, Association Owned Property, and the portions of the units, if any, to be maintained by the Association.

C. Costs and expenses of capital improvements, betterments, and/or additions to Common Elements.

D. That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

E. Expenses declared Common Expenses by the provisions of this Declaration or the By-Laws of the Association.

F. Any valid charge against the Condominium property as a whole.

2.11. UTILITY SERVICES. Utility services will include, but not be limited to, electricity, water and sewage, air conditioning, and refuse disposal.

2.12. EASEMENT. Easement means that access for ingress and egress over streets, walks, and other right-of-way serving the units of the Condominium or to provide access to other public or private ways to the Common Elements. Refer to Exhibit D for easements.

2.13. INSTITUTIONAL FIRST MORTGAGE. Institutional first mortgage means a first lien upon a unit held by an institutional first mortgagee.

2.14. INSTITUTIONAL FIRST MORTGAGEE. Institutional first mortgagee means a bank, savings and loan association, insurance company or pension fund authorized to conduct business in the U.S.A. or any agency of the U.S. Government, a real estate investment trust or a locally qualified lender with a first lien upon a unit.

2.15. TIMBER CREEK CONDOMINIUMS. Timber Creek Condominiums means the entire community of condominiums described in Exhibit E. This includes Condominium No. One and Condominium No. Two.

2.16. MAINTENANCE ASSESSMENT. Maintenance assessment means the pro rata share of the Common Expenses paid periodically during the year as established by the Board of Administration and paid by each condominium owner. The basis for the maintenance assessment is the current year's budget combined with the estimated excess or deficiency in the assessment for the preceeding year.

2.17. SPECIAL ASSESSMENT. Special assessment means the pro rata share of an existing or projected deficiency in maintenance assessment which is imposed by the Board of Administration of the Association to maintain solvency.

2.18. RESERVE ASSESSMENT. Reserve assessment means the pro rata share of capital expenditures and deferred maintenance that have been established by budget. This assessment is combined with the maintenance assessment and paid periodically.

2.19. CAPITAL EXPENDITURE. Capital expenditure means an expense that results from the purchase of an asset whose life is one year or longer in length or the replacement of an asset whose life is one year or longer in length or the addition of an asset which extends the life of the previously existing asset for a period of one year or longer.

2.20. DEFERRED MAINTENANCE. Deferred maintenance means an expenditure for maintenance or repair that will result in extending the life of an asset for a period of one year or longer.

2.21. MEMBERS' EQUITY. Members' Equity is the accumulation of non-membership net income or loss exclusive of net earnings on Reserve Fund investments, which remain with the reserves. Unrestricted contributions of cash or property may also be credited to Members' Equity. Members' Equity is common surplus which is owned by unit owners in the same shares as their ownership interest in the Common Elements.

3. DESCRIPTION OF THE CONDOMINIUM. The Condominium is described as follows:

3.1. SURVEY, PLOT PLAN AND UNIT DESIGNATION: A survey of the land, a graphic description of the improvements in which units are located, and a plot plan thereof which identifies the common elements and the units are attached hereto as Exhibit F. There are fifty-six (56) units in the Condominium. Each unit is identified by the use of two numbers. The first number will be a Roman numeral which is the condominium in which the unit is located, and the second numeral is an Arabic number identifying the location of the unit in the condominium as graphically described in Exhibit G.

3.2. UNIT BOUNDARIES. Each unit will include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are:

A. The upper and lower boundaries will be the following boundaries extended to an intersection with the perimeter boundaries.

(1). Upper boundaries - The horizontal plane of the undecorated finished ceiling.

(2). Lower boundaries - The horizontal plane of the undecorated finished floor.

B. The perimeter boundaries of the unit will be the vertical planes of the undecorated finished interior.

of the walls bounding the unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimeter boundaries will be extended to include the same. However, stairwells and covered walkways are outside the unit boundaries.

3.3. EASEMENTS. Easements are expressly provided for unit owners, their lessees, guests, invitees and the Association as follows:

A. UTILITIES. Easements are reserved through the Condominium Property as required for utility services in order to serve the Condominium and the Association Owned Property adequately, provided, however, such easements will be limited to the locations indicated in the plans and specifications for the building, or as the building is constructed.

B. ENCROACHMENTS. In the event that any unit or the Association Owned Property will encroach upon any of the Common Elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any Common Element will encroach upon any unit, then an easement will exist to the extent of such an encroachment so long as the same will exist.

C. TRAFFIC. An easement will exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated by the Association for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be established for such purposes.

4. APPURTENANCES TO UNITS. The owner of each unit will own an undivided share and specific interest in the Common Elements, which share and interest will be appurtenant to the unit, said undivided share being as designated and set forth in Exhibit H.

4.1. LIMITED COMMON ELEMENTS. A specific parking space is assigned in connection with each unit by the Association and the right to the use of such specific parking space will pass as an appurtenance to the unit to which it is initially assigned. The unit owner will not transfer or assign the use of the parking space except in connection with the sale of the unit or with the consent of the Association. Designation of a parking space assigned to

a unit owner may be made in the deed of conveyance, or by a separate instrument. Limited Common Elements will include covered parking spaces and areas and exterior parking spaces and areas.

5. ALTERATION OF INTERIOR DESIGN OF UNITS. The Association reserves the right to change the interior design and arrangement of proposed units, provided such change will be reflected by an amendment of this Declaration, and provided further that an amendment for such purpose must be signed and approved by the Association and unit owners, whether or not elsewhere required for an amendment.

6. ALTERATION OF BOUNDARIES AND UNIT DIMENSIONS. The Association reserves the right to alter the boundaries of units so long as the Association controls the units so altered; to increase or decrease the number of units and to alter the boundaries of the Common Elements so long as the Association controls the units abutting the Common Elements where the boundaries are being altered. Any such change will be made without amendment of this Declaration, and provided, further, that a change will need to be approved by the Institutional First Mortgagee of units affected or where the said units are encumbered by mortgages or where they are included in an overall construction mortgage on the Condominium. Such change will require the approval of seventy-five percent (75%) of the unit owners of the Association.

7. ASSOCIATION OWNED PROPERTY

7.1. RECREATION AREA. The Association owns a recreation area upon the site legally described in Exhibit B, which consists of a swimming pool, tennis courts, shuffleboard courts and a clubhouse. The Association also owns a golf course which is legally described in Exhibit C as per Settlement Agreement with the developer. The recreation area is owned and administered by the Association and available for the use of unit owners, their lessees, guests and invitees, without discrimination and without a membership fee although a use fee may be imposed for golf privileges pursuant to the Rules and Regulations of the Association. Additional recreational facilities may be purchased by the Association from time to time, and such additional facilities will be administered by the Association. The Timber Creek clubhouse will be available for rent only to unit owners and lessees of Timber Creek Condominiums Association, Inc., and no clubhouse membership will be available to any person who is not a member of Timber Creek Condominiums Association, Inc. The Association

may adopt regulations providing for a charge for the exclusive use of the clubhouse by a unit owner or lessee for a period of twenty-four (24) hours, so long as such exclusive use is made available to all unit owners and lessees. A unit owner, however, will not be entitled to the use of the facilities during the term of the lease of his unit. The Association may also permit persons who are not a unit owner, or a unit owner's lessee, guest or invitee to use the golf facilities on a fee basis.

7.2 OTHER ASSOCIATION OWNED PROPERTY. Other Association Owned Property is more particularly described in Exhibit C. From time to time, certain land and improvements will be set aside and designated for use as an interior private road system, pedestrian walkways, specified dog walks, automobile parking areas, landscaped areas, parks and other community facilities, for the common use and benefit of all unit owners in the Timber Creek Condominiums.

8. LIABILITY FOR COMMON EXPENSES. Each unit owner will be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share in the Common Elements appurtenant to his unit.

9. ASSOCIATION. The operation of the Condominium will be by TIMBER CREEK CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which will fulfill its functions pursuant to the following provisions:

9.1. ARTICLES OF INCORPORATION. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached hereto as Exhibit I.

9.2. BY-LAWS. A copy of the By-Laws of the Association is attached hereto as Exhibit J.

9.3. RULES AND REGULATIONS. A copy of the Rules and Regulations of the Association is attached hereto as Exhibit K.

9.4. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association will not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

9.5. RESTRAINT UPON ASSIGNMENT OF SHARES AND ASSETS. The share of a member in the funds and assets of the Association cannot and will not be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

A. The share of existing reserve assets upon a recalculation of percentage of Common Elements will not result in a reduced Reserve Asset value for any unit owner.

9.6. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision will be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

9.7. ASSOCIATION. The Association is designated as the entity to administer and operate other Timber Creek Condominiums and will maintain a separate budget for each Condominium operated and administered by it. It will be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the Condominium, and which are to be apportioned among more than one Condominium, as well as the basis of such apportionment. In all events, the Association's determination as to such attribution will be conclusive and binding, and all costs and expenses attributable to the Condominium, whether in their entirety or as an apportionment of an expense shared by more than one Condominium, will constitute Common Expenses of the Condominium.

10. MEMBERSHIP IN ASSOCIATION. Membership of each unit owner in the Association will be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each unit owner in the funds and assets of the Condominium held by the Association will be in the same proportion as the liability of each such owner for Common Expenses or percentage of Common Elements.

11. MAINTENANCE, ALTERATION, IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement will be as follows:

11.1. BY THE ASSOCIATION. The Association will maintain, repair and replace at the Association's expense:

- A. All Common Elements.
- B. All portions of a unit contributing to the support of the building in which the unit is located, which portion includes, but is not limited to, load-bearing walls.
- C. All incidental damage caused to a unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of A and B above.
- D. All exterior window frames.
- E. Painted exterior surface of main entry doors. (Painting only.)
- F. All Association Owned Property.

11.2. BY THE UNIT OWNER. The responsibility of the unit owner for maintenance, repair and replacement, will be as follows:

A. A unit owner will maintain, repair and replace at his expense all portions of his unit except portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the unit owner will be windows, doors, screens and screen doors of the unit, as well as the air handling unit assembly and the air conditioning compressor assembly (the electrical disconnect box and power cable are considered part of the compressor assembly). The unit owner will also maintain the air conditioner condensation drain line. Lanai railings will be painted by the unit owner, or at his expense at the time the building is painted by the Association. All such maintenance, repairs and replacement will be done without unduly disturbing other unit owners.

B. A unit owner will promptly report in writing to the Association any defect or need for repairs for which the Association is responsible.

C. A unit owner will not paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which his unit is located or any exterior surface, including exterior surface of entry doors, exterior stucco walls, window and door frames, roof and exterior trim without the prior approval, in writing, of the Association.

D. A unit owner will not change the interior load-bearing walls, the interior, exterior of the lanai, the roof or architectural lines of the exterior of the building, without submitting a written request to the Board of Administration for such changes. The request will include a plan of the changes, a legal building permit and a licensed contractor's contract, as well as a statement relinquishing a mechanic's lien liability and any other requirements of the Board of Administration. If the request is approved, the unit owner will be required to provide a statement releasing the Association of any responsibility to repair or maintain the alteration in the future.

E. Failure to Repair: The Association can enter into a unit upon reasonable notice and during reasonable hours to inspect any unit and make emergency repairs or perform maintenance which is the responsibility of the unit owner and said unit owner has failed to accomplish. All costs of such repairs will be assessed to the particular unit owner as a special assessment and will be collected in the same manner as any other assessment.

11.3. ALTERATION AND IMPROVEMENT: After completion of the improvements included in the Common Elements which are contemplated in this Declaration, there will be no alteration or further improvements of the Common Elements without the prior approval, in writing, by record owners of sixty-six and two-thirds per cent (66 2/3%) of all unit owners in the Condominium, together with the approval of a simple majority of the Board of Administration of the Association. The cost of such alteration or improvement will be a Common Expense and so assessed. Any such alteration or improvement will not interfere with the rights of any unit owner without his consent.

12. ASSESSMENTS. The Association will fix and determine, from time to time, the sum or sums of money necessary and adequate to provide for the Common Expenses and will assess its members for said sums. If possible, the amount of said expenses will be fixed and determined in advance for each calendar year. The procedure for the determination of such assessments will be set forth in the By-Laws of the Association. The Association, from time to time, will be obligated to assess unit owners to provide funds in advance for the payment of all Common Expenses and other expenses of the Association and the Condominiums as and when due, and to enforce collection of same so that at all times the solvency of the Association, under any

definition, is maintained and assured. THE ASSOCIATION SHALL BE ENTITLED TO ADD AS COSTS, A FINE AS DETERMINED BY THE BOARD OF ADMINISTRATION FOR RENDERING A STATEMENT TO UNIT OWNERS WHO HAVE NOT PAID THEIR ASSESSMENTS ON OR BEFORE TEN (10) DAYS AFTER THE DATE WHEN THE ASSESSMENT IS DUE.

12.1. INTEREST AND APPLICATION OF PAYMENTS.

Assessments and installments on such assessments paid on or before ten (10) days after the date due will not bear interest, but all sums not paid on or before the (10) days after the date due will bear interest at the maximum annual interest rate allowed by Florida law from the date when due until paid. All payments on account will be first applied to interest, next to fines, and then to the assessment payment past due.

12.2. LIEN FOR ASSESSMENTS. The Association will place a lien against each unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, as well as any unpaid fines. Said lien will also include attorney's fees and other miscellaneous expenses incurred by the Association incidental to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. Said lien will be recorded in the Public Records of Manatee County, Florida, by filing a claim therein which states the legal description of the unit and amount claimed to be due, and said lien will continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, will have been paid. Such claims of lien will be signed and verified by an officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment will be entitled to a recordable satisfaction of the lien, which will be prepared and recorded at his expense. All such liens will be subordinate to the lien of Institutional First Mortgages recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the unit subject to the lien will be required to pay a reasonable rental for the unit and the Association will be entitled to the appointment of a receiver to collect the same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event an Institutional First Mortgagee of record will obtain title to the unit as a result of the foreclosure of a first mortgage, or in the event an Institutional First Mortgagee will obtain

title to a unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such Institutional First Mortgagee, its successors and assigns, will not be liable for that share of the Common Expenses or Assessments by the Association chargeable to the unit, or the owner thereof, which became due prior to the acquisition of title by such Institutional First Mortgagee and any such unpaid share of Common Expenses or assessments chargeable against any such foreclosed unit, or against a unit transferred in lieu of foreclosure, will be deemed a Common Expense, to be paid in the same manner as other Common Expenses of the Condominium by all of the unit owners. Refer to By-Laws 7.9.
Acceleration of Payments.

12.3. NOTIFICATION TO INSTITUTIONAL FIRST MORTGAGEE. The Association will give written notice to the Institutional First Mortgagee of a unit of a default in the payment of any assessments against such unit where said default will continue for a period of fifteen (15) days after the date upon which it was due and payable: provided, however, notice of such default need only be given where the Institutional First Mortgagee has notified the Association, in writing, of the existence of the mortgage, and such notice will include the name and address of the mortgagee.

12.4. COMMENCEMENT OF ASSESSMENTS. The assessments provided in this Section 12 will commence at the beginning of the first day of the calendar month following the establishment of an assessment unless the Association specifies a subsequent date for the assessment to commence.

12.5. ASSOCIATION INITIAL CONTRIBUTION FUND. Builder/contractor will deposit to Association Initial Contribution Fund an amount equal to two (2) months maintenance assessment for said unit at time of closing by the initial purchaser. Such fund may be utilized by the Association for startup expenses, Common Expenses paid or accrued prior to and subsequent to the commencement date of regular assessment installments. Said funds will not be set up as a reserve by the Association. Notwithstanding the foregoing, the said unit's initial contribution will be applicable to and expended for the maintenance and operation of the Association Owned Property. This initial contribution is excess to any current or subsequent assessments established by the Association and will not be considered as reducing or satisfying any assessment of said unit.

13. INSURANCE. The insurance coverage, other than title insurance coverage, that shall be carried with respect to the Condominium property and the Association Owned Property shall be governed by the following provisions:

13.1. AUTHORITY TO PURCHASE INSURANCE COVERAGE. All insurance policies upon the Condominium Property and the Association Owned Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, and their mortgagees, without naming them. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with the Association. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability.

13.2. COVERAGE.

A. CASUALTY. All buildings and improvements upon the Condominium property and the Association Owned Property shall be insured. All personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Administration of the Association. Coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

2. Such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

B. PUBLIC LIABILITY. Public liability insurance in such amounts and with such coverage as shall be required by the Board of Administration of the Association with cross liability endorsements to cover liabilities of the unit owners as a group to a unit owner.

C. WORKMEN'S COMPENSATION. Workmen's compensation insurance to meet the requirements of law.

D. OTHER INSURANCE. Such other insurance as the Board of Administration of the Association shall determine from time to time to be desirable.

13.3. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense attributable to the Condominium.

13.4. INSPECTION. Insurance policies shall be available for inspection by unit owners or their authorized representatives at reasonable times at the office of the Association.

13.5. SHARE OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid to it, hold such proceeds in trust for the purpose herein stated, and disburse the proceeds as follows:

A. PROCEEDS ON ACCOUNT OF DAMAGE TO COMMON ELEMENTS. An undivided share for each unit owner, such share being the same as the undivided share in the Common Elements appurtenant to his unit.

B. PROCEEDS ON ACCOUNT OF DAMAGE TO UNITS. Proceeds on account of damage to units shall be held as follows:

(1) When a building is to be restored: A distributive share shall be given to each owner of a damaged unit in proportion to the cost of repairing the damage suffered by said owner, such cost to be determined by the Association.

(2) When a building is not to be restored: Equal distributive shares shall be given to each owner of a unit in a building which is not to be restored.

C. PROCEEDS ON ACCOUNT OF DAMAGE TO ASSOCIATION OWNED PROPERTY. Proceeds shall be disbursed upon the written direction of the Board of Administration.

13.6. MORTGAGEES. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner

and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

A. Its mortgage is in default.

B. The insurance proceeds are insufficient to restore or repair a building to the condition existing prior to the loss and additional monies are not available for such purpose.

13.7. SURPLUS. If the cost of reconstruction or repair of the damaged property is paid and any part of the insurance proceeds remains, such surplus shall be paid to those unit owners who were assessed for such reconstruction or repair. In the event that no assessment was imposed, the surplus shall be paid into the Association's capital fund.

13.8. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of any other interest in the Condominium Property or the Association Owned Property. The Association is hereby empowered to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

14.1. DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Condominium Property will be damaged by casualty, the decision to reconstruct or repair shall be made in the following manner:

A. Lesser Damage. If the damaged improvement is a building or buildings and if units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Administration of the Association to be habitable, the damaged property shall be reconstructed or repaired unless, within sixty (60) days after the casualty, it is determined by agreement in the manner herein provided that the Condominium shall be terminated.

B. Major Damage. If the damaged improvement is a building or buildings and if units to which more than fifty percent (50%) or more of the Common Elements are appurtenant are found by the Board of Administration to be uninhabitable, then the damaged property will not be

reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty, the owners of eighty percent (80%) or more of the Common Elements agree in writing to such reconstruction or repair.

14.2. RESTORATION AND REPAIR OF ASSOCIATION OWNED PROPERTY. The cost of restoration and repair of Association Owned Property after casualty shall be paid out of the proceeds from insurance. The Association Owned Property shall in all events be repaired and restored unless there shall be not only a total destruction of the Association Owned Property but, in addition, a destruction of over fifty percent (50%) of the units in the TIMBER CREEK CONDOMINIUMS. In the event additional monies are required over and above the amount available from insurance proceeds to restore, reconstruct or repair the Association Owned Property, such monies shall be considered a Common Expense, to be paid by the unit owners and to be chargeable to and collectable from them in the same manner as elsewhere provided herein for the assessment and collection of assessments and Common Expenses.

14.3. PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or buildings, or, in lieu thereof, according to plans and specifications approved by the Board of Administration of the Association.

14.4. RESPONSIBILITY. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then said owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association.

14.5. ESTIMATES OF COSTS. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to reconstruct or repair from a reputable construction contractor.

14.6. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of

reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units; and against all unit owners in a Condominium in the case of damage to Common Elements of that Condominium, and against all Association members in the case of damage to the Association Owned Property, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to individual units will be in proportion to the cost of reconstruction and repair of their respective units. Assessments on account of damage to Common Elements or Association Owned Property shall be in proportion to each unit owner's obligation for Common Expenses.

14.7. CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against unit owners, shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner prescribed by written direction of the Board of Administration of the Association.

15. USE RESTRICTIONS. The use of the Condominium Property and Association Owned Property will be in accordance with the following provisions as long as the Condominium exists and the buildings exist upon the land in useful condition:

15.1. UNITS. Each of the units will be occupied only as a single family private dwelling by the owner, guests or lessee. The interpretation of family is consistent with residential zoning laws that typically state "a group of persons may live together in a single family home if they constitute a single housekeeping unit made up of persons who are related plus no more than two unrelated persons." No unit may be divided or subdivided into a smaller unit or used for commercial purposes. Unit owners or lessees during their absence must notify the Condominium office in writing of any visitors using their unit indicating identity, time of arrival and either length of stay or estimated date of departure.

15.2. COMMON ELEMENTS AND ASSOCIATION OWNED LAND. The Common Elements and Association Owned Land will be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the occupants of the units. No building or structure of any kind may be erected, constructed or maintained upon any of this land unless the same will comply and be in conformity

with Zoning Classification R-3 and the general zoning and building ordinance of Manatee County, Florida. No structure of a temporary character, trailer, camper, mobile home, tent, shack, garage, utility shed, barn or other building will be used at any time as a residence, either temporarily or permanently.

15.3. PETS. Members may not keep more than one dog or two indoor cats. No pets shall be kept in any of the units other than dogs, cats, goldfish, tropical fish and the like, and birds such as canaries, parakeets and the like. A determination at a Board meeting that a specific pet is not suitable to be kept in the Condominium will require the owner to remove the pet from Condominium property. The Board of Administration may disapprove the keeping of any pet for cause and the pet will not be allowed in the Condominium.

A. Renters, lessees, their guests, and invitees are prohibited from having pets in their units or on the common elements, including the golf course and pool areas, at any time. However all pets in residence previous to the filing of this document are grandfathered and may remain as long as the pet owners continue to reside in the Condominiums.

B. All pets will be registered at the Association office. Proof of all necessary shots is required.

C. Pet owners must comply with local leash laws when walking pets outdoors on Condominium property and dispose of the bagged waste in the dumpster.

D. Failure to observe the restrictions of paragraph 15.3 and all sub paragraphs will result in action against the unit owner under paragraph 19. VIOLATIONS, PENALTIES, AND FINES.

15.4. NUISANCES. No nuisances will be allowed upon the Condominium Property or Association Owned Property, nor any use or practice that is the source of annoyance to unit owners, their lessees, guests or invitees, or which interferes with peaceful possession and proper use of the Condominium Property or Association Owned Property. All parts of the Condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. Individual unit owners may be charged for separate disposal costs incurred by the Association for removal of discarded appliances, furniture or carpet which is not normally included in refuse pick up. No unit owner will permit any use of his unit or make any use of the Condominium Property or Association Owned Property that will increase the cost of insurance upon them.

15.5. **LAWFUL USE.** No immoral, improper, offensive or unlawful use will be made of any part of the Condominium Property or Association Owned Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. The Association will have the duty to observe all governmental regulations with regard to the maintenance, modification or repair of the Condominium Property or Association Owned Property.

15.6. **LEASING OF UNITS.** After approval by the Association as elsewhere required, entire units may be rented provided the lease term is for a period of not less than one (1) calendar month or thirty (30) consecutive days (To comply with F.S. 509.215) and the occupancy is only by the lessee, his guests or invitees. Lessee must register at the Association office, on the date of occupancy and his guests upon arrival. Failure to do so might result in being denied use of the recreation area facilities. No units may be sub-leased except by prior written request of the lessee and approval of the Board of Administration before occupancy. Rooms may not be rented and no transient tenants will be accommodated in any unit, nor will any lease of a unit release or discharge the owner from compliance with any of his obligations and duties. All of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations of the Association pertaining to use and occupancy will be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner. A covenant to abide by the Rules and Regulations of the Association, and the terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws will be made an essential element of any lease or tenancy agreement. Moreover, the Association will be designated the unit owner's agent with the authority to terminate any lease agreement in the event of violations by the tenant of the lease agreement.

A. **USE OF UNIT BY PERSONS OTHER THAN OWNER.** Unit owners or lessees during their absence must notify the Condominium office in writing of any visitors using their unit indicating identity, time of arrival and either length of stay or estimated date of departure.

B. **SUPPLEMENT TO ANY LEASE AGREEMENT.** The lessee will be given the "Supplement to Any Lease Agreement" with condensed Regulations attached.

15.7. **SIGNS.** No "For Sale" or "For Rent" signs or other displays or advertising will be maintained on any part of the unit, Common Elements, or Association Owned Property. The Association alone is authorized to post signs that relate to safety and regulatory information.

15.8. PARKING SPACES. No trucks, pickup trucks, or other vehicles of a commercial nature, boats, house trailers, boat trailers, mobile homes, campers, motorcycles, golf carts, mopeds, motorhomes, all-terrain vehicles and trailers of any other description, will be parked in any parking space, Condominium Common Property or Association Owned Property, over night except with the written consent of the Board of Administration at a documented Board Meeting. This prohibition will not apply to temporary parking of trucks and commercial vehicles which may be necessary to effectuate deliveries or services to the Association, unit owner, their lessees, guests, or invitees. Parking will be allowed in designated paved parking areas only. Vehicles parked in non-designated areas may be TOWED away at owner's expense.

A. A truck is any vehicle with a capacity to carry material, with or without a fixed cover and has no seats or windows behind the driver's seat.

B. A commercial vehicle is described as any vehicle with permanent or temporary signs designating any commercial entity or venture.

C. A van is described as a vehicle with windows on all sides and contains fixed seats behind the driver. A van with expanded top and seating able to convert to sleeping accommodations is described as a motor home.

15.9. REGULATIONS. Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation; and its By-Laws. Copies of such regulations and amendments will be furnished by the Association to all unit owners and their lessees upon request for an appropriate fee to offset reproduction costs.

15.10. LAUNDRY DRYING. All visible drying or airing of clothing, bedding, etc. by line, rack, terrace rail, or otherwise, is prohibited.

15.11. ANTENNAS. No television antenna, satellite disc, or radio antenna or tower may be erected on any part of the Condominium Property or Association Owned Property.

16. MAINTENANCE OF COMMUNITY INTERESTS. TIMBER CREEK CONDOMINIUMS is a residential community which provides

amenities to single adults and families with children eighteen (18) years of age and older. In order to maintain a community of congenial residents who are financially responsible, the transfer of units by any owner will be subject to the following provisions as long as the Condominium exists:

16.1. TRANSFERS SUBJECT TO APPROVAL.

A. SALE. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association.

B. LEASE. No unit owner may lease a unit except with the express written consent of the Board of Administration of the Association.

C. GIFT. If any unit owner should acquire title by gift, the continuance of his/her ownership of the unit will be subject to the approval of the Association.

D. DEVISE OR INHERITANCE. If any unit owner should acquire his title by devise or inheritance, the continuance of his/her ownership of the unit will be subject to the approval of the Association.

E. OTHER TRANSFERS. If any unit owner should acquire his/her title by any manner not considered in the foregoing sub-sections, the continuance of his/her ownership of the unit will be subject to the approval of the Association.

16.2. APPROVAL BY ASSOCIATION. The approval of the Association that is required for the lease or transfer of ownership of units will be obtained in the following manner:

A. NOTICE TO ASSOCIATION.

(1) SALE. A unit owner intending to make a bona fide sale of his/her unit will give a thirty (30) days or longer notice of such intention to the Association with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Purchaser must meet all Declaration requirements. Such notice, at the unit owner's option, may include a request that the Association furnish a purchaser of the unit if the proposed purchaser is not approved. If such request is

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made, the notice will be accompanied by a copy of the preliminary contract of sale signed by the proposed purchaser.

(2) LEASE. A unit owner intending to make a bona fide lease of the unit will give a fifteen (15) day or longer notice of such intention to the Association with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and a copy of the proposed lease signed by the proposed lessee at least fifteen (15) days prior to occupancy.

(3) GIFT, DEVISE OR INHERITANCE; OTHER TRANSFERS. A unit owner who has obtained title by gift, devise or inheritance, or by any other manner not previously considered, will give notice of at least thirty (30) days to the Association of the acquiring of title; together with such information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) FAILURE TO GIVE NOTICE. Failure to give notice could be considered a violation and result in a penalty being assessed. If the above required notice is not given to the Association, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the majority of the Board of Administration of the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association will proceed as if it had received the required notice on the date of such disapproval.

B. CERTIFICATE OF APPROVAL.

(1) SALE. If the proposed transaction is a sale, then, within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by any two (2) Directors of the Association in recordable form.

(2) LEASE. If the proposed transaction is a lease, then, within fifteen (15) days after receipt of such notice and information, the Association or the Association through the Screening Committee must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by any

two (2) Directors of the Association in non-recordable form. If disapproved, the Association will provide to the unit owner a written explanation within said period of time. The written explanation should be in sufficient detail to inform the unit owner of the basis for the disapproval and such disapproval will only be for good cause.

(3) GIFT, DEVISE OR INHERITANCE; OTHER TRANSFERS. If the unit owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his/her unit. If approved, the approval will be stated in a certificate executed by any two (2) Directors of the Association in recordable form.

C. APPROVAL OF CORPORATE OWNER OR PURCHASER. Since the Condominium may be used only for residential purposes, a corporation cannot occupy a unit for corporate (business) use. If the purchaser or lessee of a unit is a corporation, the approval of ownership or lease will be conditioned by requiring that all persons occupying the unit be approved by the Association.

D. SCREENING FEES. The Association may require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to lease, sell or transfer by gift, devise or inheritance, for the purpose of defraying the Association's credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee. Said screening fee is to be a sum not to exceed the maximum amount allowed by Florida statutes.

16.3. DISAPPROVAL BY ASSOCIATION. If the Association should disapprove a transfer of ownership of a unit without cause, the matter will be disposed of in the following manner:

A. SALE. If the proposed transaction is a sale and if the notice of sale given by the unit owner will so request: then, within thirty (30) days after receipt of such notice and information, the Association will deliver to the unit owner an agreement to purchase the unit signed by a purchaser approved by the Association. In the alternative, the Association will deliver an agreement to purchase to the unit owner, signed on behalf of the Association by its President and attested by its Secretary or Treasurer. In

either case, the unit owner will sell the unit at the price and upon the terms stated in the disapproved agreement to purchase, excepting that, at the option of the named purchaser or the Association, the purchase price may be paid in cash at closing.

(1) The sale will be closed within thirty (30) days after delivery of the agreement to purchase, or upon the date designated in the disapproved agreement to purchase, whichever date will be later.

(2) If the Association fails to purchase or provide a purchaser upon request of the unit owner in the manner provided, or if the purchaser furnished by the Association should default in his/her agreement to purchase, the proposed transaction will be deemed to have been approved, and the Association will furnish a certificate of approval, as elsewhere provided, in recordable form.

B. LEASE. If the proposed transaction is a lease, the unit owner will be advised of the disapproval in writing and the lease will not be made.

C. GIFT, DEVISE OR INHERITANCE; OTHER TRANSFERS. If the unit owner giving notice has acquired his/her title by gift, devise or inheritance, or in any other manner, then, within thirty (30) days after receipt of such notice and information, the Association will deliver to the unit owner an agreement to purchase the unit signed by a purchaser approved by the Association. In the alternative, the Association will deliver to the unit owner an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary or Treasurer. In either case, the unit owner will sell the unit upon the following terms:

(1) The sale price will be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration will be paid by the Association.

(2) The purchase price will be paid in cash.

(3) The sale will be closed within thirty (30) days following determination of the sale price.

(4) If the Association fails to provide a purchaser or submit an offer as required herein, or if a purchaser furnished by the Association defaults in his/her agreement to purchase, then, notwithstanding disapproval, such ownership will be deemed to have been approved and the Association will furnish a certificate of approval, as elsewhere provided, in recordable form, to the unit owner.

16.4. MORTGAGE. No unit owner may mortgage his/her unit nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a part or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

16.5. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration will be void unless subsequently approved by the Association, subject to the provisions of Section 16.9 hereof.

16.6. RECORDING APPROVAL. Whenever in this section, an approval in recordable form is required of the Association in connection with the sale, transfer or pledging of a unit, it is understood and agreed that said approval will not be recorded except at the same time and simultaneously with the recording of the deed or mortgage, as appropriate. All cost of recording to be borne by the unit owner or his/her agent.

16.7. NOTICE OF LIEN OR SUIT.

A. NOTICE. A unit owner will give notice in writing to the Association of every lien upon his/her unit, other than authorized mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

B. NOTICE OF SUIT. A unit owner will give notice in writing to the Association of every suit or other proceeding which may affect the title to his/her unit, such notice to be given within five (5) days after the unit owner will receive notice thereof.

C. FAILURE TO COMPLY. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

16.8. ASSOCIATION WAIVER. Whenever in this section an approval is required of the Association in connection with the sale, transfer, lease or pledge of any unit and such approval will not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, lease or pledge within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee or lessee will take possession of the unit, whichever date will be later, will constitute waiver by the Association of the written consent otherwise required by this section.

16.9. SCREENING COMMITTEE. Anything herein to the contrary notwithstanding, the approval or disapproval of the Association to a proposed sale, lease or other transfer will be determined by a committee of the Board of Administration comprised of the Directors elected from the Condominium wherein the unit to be sold, leased or otherwise transferred is located. The action of such committee will, for the purposes of this section, constitute the action of the Association.

17. PURCHASE OF UNITS BY ASSOCIATION. The Association will have the power to purchase units subject to the following provisions:

17.1. DECISION. The decision of the Association to purchase a unit will be made by its Directors; without the necessity of approval by its membership, except as is hereinafter expressly provided.

17.2. LIMITATION. If, at any time, the Association will be the owner or agreed purchaser of one or more units in a single Condominium, it may not purchase any additional units therein without the prior written approval of seventy-five (75%) percent of the Association members eligible to vote. If, at any time, the Association will be the owner or agreed purchaser of an aggregate of two (2) or more units in all of the condominiums administered and operated by it, it may not purchase any additional units without the prior written approval of seventy-five percent (75%) of the Association members eligible to vote. A member whose unit is the subject of the proposed purchase will be ineligible to vote thereon, provided, however, that the

limitations hereof will not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the unit plus the amount due the Association. Nor will the limitation of this section apply to units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien and the assumption of any existing mortgage indebtedness on the unit.

18. COMPLIANCE AND DEFAULT. Each unit owner will be governed by, and will comply with the terms of, this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations will entitle the Association and any aggrieved unit owner to the following relief in addition to the remedies provided by the Condominium Act.

18.1. NEGLIGENCE. A unit owner will be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or his/her guests, employees, agents, or lessees; but only to the extent that such an expense is not met by the proceeds of insurance carried by the Association. A unit owner will pay the Association the amount of any increase in its insurance premiums occasioned by his/her use, misuse, occupancy or abandonment of a unit, or its appurtenances, the Condominium Property or the Association Owned Property.

18.2. NO WAIVER OF RIGHTS. Except as otherwise provided herein, the failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations will not constitute a waiver of the right to do so thereafter.

18.3. DAMAGE TO ADJACENT UNITS. The unit owner will be responsible for damages caused to other units, located above, below or adjacent to his/her unit. The unit owners responsibility will also apply to periods of occupancy by his/her lessee, guest, agent, or invitee.

19. VIOLATIONS, PENALTIES AND FINES. As specified within the powers and duties of the Board of Administration to enforce the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations of the Association, it shall also be the responsibility of the Board of Administration to determine whether a violation is involved or has occurred. This determination may be initiated by a written complaint or a Board member's request to investigate and establish if a violation or non-compliance exists. Should the problem be unclear or complex in determination an investigative committee consisting of one Director and two owners appointed by the Board from the Condominium involved may detail their recommendations to the Board of Administration for action. If any individual Board member shall immediately determine that a simple violation is occurring the Board member may initiate immediate steps through the Secretary to correct the non-compliance.

A. Complaint Process. Any person having a complaint will be required to fill out a complaint form at the office. The complaint may be made by phone and the office staff will fill out the form. The completed form will be given to the committee who will investigate and report to the member of the Board who will approve action to be taken. After a determination has been made that a violation is involved, the first action to correct the problem is either direct or phone contact. If this does not correct the violation, then the Board of Administration has the authority to establish a fine (ref. By-Laws paragraph 5C) for non-compliance which will not be more than twenty five dollars (\$25.00) per day. The second notice will be in writing to notify the owner and the violator of the violation and the necessary corrective action. This notice will outline the penalties or fines if the violation is not corrected in the time allocated. Third notice will be a registered letter to the owner activating the fine as set forth in the previous letter. The owner may be entitled to a hearing at a Board meeting within the limits set by paragraph 5C of the By-Laws.

20. AMENDMENTS. This Declaration will be amended in the following manner:

20.1. NOTICE. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is to be considered.

20.2. RESOLUTIONS. Resolutions for the adoption of a proposed amendment may be proposed by the Board of Administration of the Association or by members of the Association. Members may propose such an amendment by instrument, in writing, directed to the President or Secretary of the Association signed by not less than ten percent (10%) of the Association membership. Amendments may be proposed by the Board of Administration by action of a majority of the Board at any regularly constituted meeting. Upon the proposal of an amendment as herein provided, the President or, in the event of his refusal or failure to act, the Vice-President elected by the Directors from the Condominium, or, in the event of his refusal or failure to act, the Board of Administration will call a meeting of the members of the Association to be held not sooner than fifteen (15) days nor later than sixty (60) days after such notice for the purpose of considering the amendment. Directors and members not present in person or by proxy at the meeting concerning the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided such approvals must be either by :

A. Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Administration and by not less than fifty-one percent (51%) of the Association members; or

B. Not less than seventy-five percent (75%) of the Association membership.

C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment will be effective when recorded in the Public Records of Manatee County, Florida.

20.3. PROHIBITION ON AMENDMENT. No amendment will change any unit nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit will join in the execution of the amendment. Neither will an amendment make any change in the section entitled "INSURANCE" nor in the section entitled "RECONSTRUCTION OR REPAIR AFTER CASUALTY" unless the record owners of all mortgages upon the Condominium will join in the execution of such amendment.

20.4. EXECUTION AND RECORDING. A copy of each amendment will be attached to a certificate stating that the amendment was duly adopted. The certificate will be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and it will be effective upon recordation in the Public Records of Mantee County, Florida.

21. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

21.1. AGREEMENT. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting; provided that the approval of owners of not less than ninety percent (90%) of the Common Elements, and the approval of all record owners of mortgages upon the units, are obtained at the meeting or within thirty (30) days thereafter. The approving owners shall have an option to buy all of the units of the owners not approving the termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an owner of a unit or of a mortgage encumbering a unit, will be irrevocable until expiration of the option to purchase the unit of owners not so approving, and if the option to purchase such unit is exercised, then such exercise shall be irrevocable. The option to purchase the units of owners not approving the termination shall be exercised upon the following terms:

A. EXERCISE OF OPTION. The option shall be exercised by delivery of an agreement to purchase signed by the record owners of units who shall participate in the purchase to each of the record owners of the units to be purchased. Such agreement shall indicate which units will be purchased by the participating owners and shall require the purchase of all units owned by owners not approving the termination, and the agreement shall be a separate contract between each seller and the participating owners.

B. PRICE. The sale price for each unit shall be the fair market value determined by agreement between the seller and the participating owners within thirty (30) days from the delivery or mailing of such agreement and, in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The expense of the arbitration shall be paid by the participating owners.

C. PAYMENT. The purchase price shall be paid in cash, provided that, in the event there shall be a pre-existing first mortgage on the unit and the mortgagee thereof shall be agreeable, the purchaser shall have the option of assuming the remaining principal obligation thereof and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

D. CLOSING. The sale shall be closed within thirty (30) days following determination of the sale price.

21.2. CERTIFICATE. Termination of the Condominium in the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary-Treasurer certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Manatee County, Florida.

21.3. SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium, the unit owners shall own the Condominium Property and all assets of the Association attributable to the Condominium as tenants in common in the undivided percentage shares in the Common Elements appurtenant to these units prior to the termination.

21.4. AMENDMENT. This section concerning termination cannot be amended without consent of all unit owners and all Institutional First Mortgagees of record.

22. CONVEYANCE OF ASSOCIATION OWNED PROPERTY. The land and improvements designated in Section 7 were conveyed for a nominal consideration by Developer to the Association. Each deed executed by Developer conveying title to Association Owned Property to the Association contained a legal description of the land and improvements being conveyed and a graphic survey which established the uses for such land and improvements. Items of personal property were conveyed for a nominal consideration by Developer to the Association by Bill of Sale. The Association has joined in the execution of this Declaration and, by virtue of said joinder, does hereby assume the following responsibilities and obligations with respect to Association Owned Property, which were conveyed to it from time to time by Developer.

22.1. That the Association has accepted title to the Association Owned Property and will hold title to same for the use and benefit of all unit owners in the TIMBER CREEK CONDOMINIUMS. The sole use for the Associationn Owned

Property was established in the graphic survey which was attached to each deed conveying Association Owned Property. The use, once so established, will not be modified or altered without the approval of a majority of the Board of Administration and sixty-six and two-thirds percent (66 2/3%) of all unit owners of the Association and the prior written consent of each and every Institutional First Mortgagee which holds a mortgage or mortgages on units in the TIMBER CREEK CONDOMINIUMS. The foregoing will not be construed as vesting in the unit owners in the TIMBER CREEK CONDOMINIUMS any ownership interest in the Association Owned Property.

22.2. That the Association will be responsible for the payment of all taxes, insurance, maintenance, repair, replacement and all other expenses, without limitation, incurred in connection with Association Owned Property from and after the dates that the Association took title to said property. All of the expenses aforementioned are and will be Common Expenses of all of the condominiums in the TIMBER CREEK CONDOMINIUMS assessable and collectible by the Association against all of its members.

22.3. That portions of the Association Owned Property will be designated and set aside as automobile parking areas. The Board of Administration of the Association, will assign specific parking spaces in the parking areas of the Association Owned Property to members of the Association. The Board of Administration of the Association will have the right to change the assignment of a member's parking space with the approval in writing of the members involved, as the Board deems advisable.

23. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration, the Article of Incorporation, the By-Laws and the Rules and Regulations of the Association will not affect the validity of the remaining portions.

FILED AND RECORDED
R.B. SHORL, CLERK
MAHARIFE COUNTY, MD.

June 28 12:05 PM '80

EXHIBITS

DECLARATION OF CONDOMINIUM OF
TIMBER CREEK CONDOMINIUM NO. ONE OR NO. TWO EXHIBIT 1

A. LEGAL DESCRIPTION FOR THE CONDOMINIUM EXHIBIT A
TO DECLARATION

B. LEGAL DESCRIPTION FOR RECREATION AREA EXHIBIT B
TO DECLARATION

C. LEGAL DESCRIPTION FOR OTHER ASSOCIATION
OWNED PROPERTY EXHIBIT C
TO DECLARATION

D. EASEMENTS EXHIBIT D
TO DECLARATION

E. LEGAL DESCRIPTION FOR TIMBER
CREEK CONDOMINIUMS EXHIBIT E
TO DECLARATION

F. PLOT PLANS AND SURVEY EXHIBIT F
TO DECLARATION

G. SCHEDULE OF UNIT NUMBERS EXHIBIT G
TO DECLARATION

H. PERCENTAGE OWNERSHIP IN COMMON
ELEMENTS AND LIABILITY FOR
COMMON EXPENSES EXHIBIT H
TO DECLARATION

I. ARTICLES OF INCORPORATION OF
TIMBER CREEK CONDOMINIUMS ASSOCIATION, INC... EXHIBIT I
TO DECLARATION

J. BY-LAWS OF TIMBER CREEK
CONDOMINIUMS ASSOCIATION, INC. EXHIBIT J
TO DECLARATION

K. RULES AND REGULATIONS FOR
TIMBER CREEK CONDOMINIUMS ASSOCIATION, INC... EXHIBIT K
TO DECLARATION

L. OTHER EXHIBITS (LISTED 1 TO -) EXHIBIT L
REFERENCE AND LOCATION

EXHIBIT A

TIMBER CREEK CONDOMINIUM NO. ONE

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE NORTH 89°55'19" WEST, ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 215 FEET; THENCE SOUTH 00°26'48" EAST, 62.75 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE CORTEZ ROAD, A 100 FOOT WIDE ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°26'46" EAST 770.00 FEET; THENCE SOUTH 89°59'48" EAST, 215.0 FEET; THENCE SOUTH 00°28'00" EAST, ALONG THE EAST LINE OF SAID EAST 1/2 OF WEST 1/2 OF NORTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 495.11 FEET; THENCE SOUTH 89°59'42" EAST, ALONG THE NORTH LINE OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 A DISTANCE OF 668.96 FEET; THENCE SOUTH 00°51'44" EAST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 370.0 FEET; THENCE SOUTH 89°08'16" WEST, 115.0 FEET; THENCE NORTH 00°51'44" WEST, 63.0 FEET; THENCE NORTH 26°03'00" WEST 163.14 FEET; THENCE NORTH 78°12'00" WEST, 132.81 FEET; THENCE NORTH 89°59'42" WEST, 140.0 FEET; THENCE NORTH 00°00'18" EAST, 81.0 FEET; THENCE NORTH 89°59'42" WEST, 346.96 FEET; THENCE NORTH 00°28'00" WEST, 419.10 FEET; THENCE NORTH 89°59'48" WEST, 120.0 FEET; THENCE NORTH 46°58'15" WEST, 261.21 FEET; THENCE NORTH 00°26'48" WEST, 321.77 FEET; THENCE SOUTH 89°59'48" EAST, 160.96 FEET; THENCE NORTH 00°26'48" WEST, 194.50 FEET; THENCE NORTH 6°18'37" WEST, 71.75 FEET; THENCE NORTH 16°44'31" WEST, 87.91 FEET; THENCE NORTH 00°26'48" WEST, 50.0 FEET; THENCE SOUTH 89°59'48" EAST, ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF CORTEZ ROAD, A DISTANCE OF 96.0 FEET TO THE P.O.B. THE ABOVE LYING IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT THE REAL PROPERTY CONTAINED WITHIN THE AREAS DELINEATED BY BUILDING OUTLINES ON THE UNIT LOCATION AND IDENTIFICATION - PHASE I PLOT PLAN FOR TIMBER CREEK CONDOMINIUM NO. ONE.

EXHIBIT B

DESCRIPTION: RECREATION AREA PARCEL

THAT CERTAIN PARCEL OF LAND KNOWN AS THE "RECREATION AREA", AS SHOWN AND DESCRIBED ON THE PLAT OF "TIMBER CREEK CONDOMINIUMS NO. TWO", AS RECORDED IN CONDOMINIUM PLAT BOOK 15, PAGES 9 THRU 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TWP. 35 S., RGE. 17 E.; THENCE N89°55'19" W. ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 62.75 FT. TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°59'48" W. ALONG SAID SOUTH R/W LINE, 96.00 FT. TO THE NORTHWEST CORNER OF "PHASE I OF TIMBER CREEK CONDOMINIUMS NO. ONE", AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, AFORESAID PUBLIC RECORDS; THENCE, RUN ALONG THE WESTERLY LINE OF SAID "PHASE I", THE FOLLOWING BEARINGS AND DISTANCES: S 00°26'48" E, 50.00 FT.; THENCE S 16°44' 31" E, 87.91 FT.; THENCE S 06°18'37" E, 71.75 FT., THENCE S 00°26'48" E, 194.50 FT.; THENCE N 89°59'48" W, 160.96 FT., TO A CONCRETE MONUMENT FOUND ON THE WESTERLY LINE OF SAID "PHASE I"; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID "PHASE I", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): S 00°33'55" E, 321.75 FT. TO A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF SAID "RECREATION AREA", FOR A POINT OF BEGINNING; THENCE S 02°45'17" W, 543.92 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N 89°49'56" E. ALONG THE SOUTH LINE OF SAID "RECREATION AREA" 339.54 FT., TO A CONCRETE MONUMENT ON THE WESTERLY LINE OF SAID "PHASE I"; THENCE N 00°22'35" W. ALONG THE WESTERLY LINE OF SAID "PHASE I", 364.34 FT.; THENCE N 89°51'59" W, 119.82 FT.; THENCE N 47°05'44" W, 261.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TWP. 35, RGE. 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 3.17 ACRES MORE OR LESS.

EXHIBIT C

SHEET 1 OF 4 SHEETS

DESCRIPTION: TIMBER CREEK, GOLF COURSE PARCEL #1

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 S., RANGE 17 E.; THENCE N 89°55'19" W, ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 82.75 FT., TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°59'48" W, ALONG SAID SOUTH R/W LINE, 96.00 FT., TO THE NORTHEAST CORNER OF "PHASE 1, OF TIMBER CREEK CONDOMINIUMS NO. 1", AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, PUBLIC RECORDS OF HAWAII COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF SAID "PHASE 1", THE FOLLOWING COURSES AND DISTANCES: S 00°26'48" E, 50.00 FT.; THENCE S 16°44'31" E, 87.91 FT.; THENCE S 06°18'37" E, 71.75 FT.; THENCE S 00°26'48" E, 194.50 FT.; THENCE N 89°59'48" W, 160.96 FT., TO A CONCRETE MONUMENT FOUND ON THE WESTERLY LINE OF SAID "PHASE 1", FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID "PHASE 1", (AS MEASURED), S 00°33'55" E, 371.75 FT., TO A CONCRETE MONUMENT FOUND, MARKING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE "RECREATION AREA" AS SHOWN AND DESCRIBED ON PLAT NO. 15, PAGES 9 THRU 15, AFORESAID PUBLIC RECORDS; THENCE S 02°45'17" W, ALONG THE WESTERLY LINE OF SAID "RECREATION AREA", 543.92 FT., TO THE INTERSECTION WITH THE SOUTH LINE OF SAID RECREATION AREA; THENCE N 87°45'59" W, 115.67 FT.; THENCE S 80°16'55" W, 177.27 FT.; THENCE N 00°34'13" W, 116.09 FT.; THENCE N 89°25'47" E, 128.00 FT.; THENCE N 00°34'13" W, 150.00 FT.; THENCE N 70°58'52" E, 215.70 FT.; THENCE N 00°33'55" W, 485.00 FT., TO THE INTERSECTION WITH THE SOUTH LINE OF THAT PARCEL OF LAND KNOWN AS "TIMBER CREEK COMMERCIAL PROPERTY"; THENCE S 89°50'12" E, ALONG THE SOUTH LINE OF SAID "TIMBER CREEK COMMERCIAL PROPERTY", 230.02 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TOWNSHIP 35 S., RANGE 17 E., HAWAII COUNTY, FLORIDA.

CONTAINING 4.97 ACRES MORE OR LESS.

EXHIBIT C

SHEET 2 OF 4 SHEETS

DESCRIPTION: TIMBER CREEK, GOLF COURSE PARCEL 42

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TWP. 35 S., RGE. 17 E.; THENCE N 89°55'15" W, ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 62.75 FT. TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°59'48" W, ALONG SAID SOUTH R/W LINE, 95.00 FT. TO THE NORTHWEST CORNER OF "PHASE 1 OF TIMBER CREEK CONDOMINIUMS NO. ONE", AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF SAID "PHASE 1", THE FOLLOWING BEARINGS AND DISTANCES: S 00°26'48" E, 50.00 FT.; THENCE S 16°44'31" E, 87.91 FT.; THENCE S 06°18'37" E, 71.75 FT.; THENCE S 00°26'48" E, 194.50 FT.; THENCE N 89°59'48" W, 160.96 FT.; TO A CONCRETE MONUMENT FOUND ON THE WESTERLY LINE OF SAID "PHASE 1"; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID "PHASE 1", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): S 00°33'55" E, 321.75 FT., TO A CONCRETE MONUMENT FOUND, MARKING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND KNOWN AS THE "RECREATION AREA", AS SHOWN AND DESCRIBED ON THE PLAT OF "TIMBER CREEK CONDOMINIUMS NO. TWO" AND RECORDED IN CONDOMINIUM PLAT BOOK 15, PAGES 9 THRU 15, AFORESAID PUBLIC RECORDS; THENCE S 02°45'17" W, ALONG THE WEST LINE OF SAID "RECREATION AREA", 543.92 FT., TO THE SOUTHWEST CORNER THEREOF; THENCE N 89°49'56" E, 45.62 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°49'56" E, ALONG SAID LINE 293.92 FT. TO A CONCRETE MONUMENT ON THE WESTERLY LINE OF SAID "PHASE 1 OF TIMBER CREEK CONDOMINIUMS NO. ONE"; THENCE S 00°14'54" E, ALONG SAID WESTERLY LINE, 54.00 FT.; THENCE S 89°30'39" E, ALONG THE SOUTHERLY LINE OF SAID "TIMBER CREEK CONDOMINIUMS NO. TWO", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): S 00°35'14" W, 72.00 FT.; THENCE N 89°35'23" W, 401.00 FT.; THENCE S 00°24'42" W, 171.56 FT.; THENCE LEAVING SAID LINE RUN S 58°44'11" W, 5.31 FT.; THENCE S 89°22'16" W, 31.83 FT.; THENCE N 14°06'27" W, 105.70 FT.; THENCE N 30°04'43" W, 227.47 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TWP. 35 S., RGE. 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 1.47 ACRES MORE OR LESS.

EXHIBIT C

SHEET 3 OF 4 SHEETS

DESCRIPTION: TIMBER CREEK GOLF COURSE PARCEL 13

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TWP. 35 S., RGE. 17 E.; THENCE N 89°55'19" W, ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 62.75 FT. TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD 10, 164), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°11'18" W, ALONG SAID SOUTH R/W, 96.00 FT. TO THE NORTHWEST CORNER OF "PHASE I, OF TIMBER CREEK CONDOMINIUMS NO. ONE", AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF SAID "PHASE I", THE FOLLOWING BEARINGS AND DISTANCES: S 00°26'48" E, 50.00 FT.; THENCE S 16°44'31" E, 87.91 FT.; THENCE S 06°18'37" E, 71.75 FT.; THENCE S 00°26'48" E, 194.50 FT.; THENCE N 89°59'48" W, 160.96 FT. TO A CONCRETE MONUMENT FOUND ON THE WESTERLY LINE OF SAID "PHASE I"; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID "PHASE I", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): S 00°33'55" E, 321.75 FT. TO A CONCRETE MONUMENT FOUND MARKING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF SAID "PHASE I"; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID "PHASE I", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): S 02°45'17" W, ALONG THE WESTERLY LINE OF SAID "RECREATION AREA", 543.92 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE N 89°49'56" E, ALONG THE SOUTH LINE OF SAID "RECREATION AREA", 339.54 FT. TO A CONCRETE MONUMENT ON THE WESTERLY LINE OF SAID "PHASE I, OF TIMBER CREEK CONDOMINIUMS NO. ONE"; THENCE S 00°14'54" E, ALONG SAID WESTERLY LINE, 54.00 FT.; THENCE S 89°30'39" E, ALONG THE SOUTHERLY LINE OF SAID "PHASE I", 346.93 FT.; THENCE S 00°28'47" W, ALONG THE WESTERLY LINE OF SAID "PHASE I", 61.46 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°28'47" W, 19.56 FT.; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID "PHASE I", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): N 89°50'36" E, 140.33 FT.; THENCE S 78°11'32" E, 132.61 FT.; THENCE S 26°00'09" E, 162.95 FT.; THENCE S 00°51'32" E, 63.12 FT.; THENCE N 89°10'31" E, 115.00 FT. TO A CONCRETE MONUMENT MARKING THE EAST LINE OF THE NORTH 1/2 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 8, AS SHOWN ON THE PLATS OF TIMBER CREEK CONDOMINIUMS; THENCE RUN ALONG THE NORTHERLY AND EASTERLY LINES OF SAID "TIMBER CREEK CONDOMINIUMS NO TWO", THE FOLLOWING BEARINGS AND DISTANCES (AS MEASURED): S 80°39'46" W, 225.32 FT.; THENCE N 75°24'00" W, 392.86 FT.; THENCE N 00°00'44" E, 127.46 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 79.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°04'41", A DISTANCE OF 21.80 FT., TO THE P.T. OF SAID CURVE; THENCE N 43°05'25" E, 83.86 FT. TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 15.53 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°04'12", A DISTANCE OF 5.46 FT. TO THE P.T. OF SAID CURVE; THENCE N 63°14'38" E, 32.28 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 82.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°45'50", A DISTANCE OF 89.83 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TWP. 35 S., RGE. 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 3.43 ACRES OR LESS.

EXHIBIT C
SHEET 4 OF 4 SHEETS

DESCRIPTION - TIMBER CREEK, GOLF COURSE PARCEL 14

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TWP. 35 S., RGE. 17 E.; THENCE N 89°55'19" W, ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 62.75 FT. TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°59'48" W, ALONG SAID SOUTH R/W LINE, 1104.70 FT. TO A CONCRETE MONUMENT, MARKING THE INTERSECTION WITH THE SOUTH R/W OF SAID "CORTEZ ROAD", AND THE WEST LINE OF THE EAST 3/4 OF THE NW 1/4 OF SAID SECTION 8; THENCE S 00°34'13" E, ALONG SAID WEST LINE OF THE EAST 3/4 OF THE NW 1/4 (ALSO BEING THE OCCUPIED EAST LINE OF THE LANDS OF MANATEE COUNTY PUBLIC UTILITIES DEPARTMENT), 1930.15 FT. TO A CONCRETE MONUMENT, MARKING THE INTERSECTION WITH THE OCCUPIED SOUTH LINE OF THE NORTH 3/4 OF THE NW 1/4 OF SAID SECTION 8; THENCE S 89°56'07" E, ALONG SAID SOUTH LINE, 1322.35 FT. TO A CONCRETE MONUMENT FOUND; THENCE N 00°22'40" W, ALONG THE WEST LINE OF "TIMBER CREEK CONDOMINIUMS NO. TWO", AS RECORDED IN CONDOMINIUM PLAT BOOK 15, PAGES 9 THRU 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 306.44 FT. TO AN IRON ROD FOUND; THENCE N 89°30'12" W, 257.41 FT. TO AN IRON ROD FOUND; THENCE N 00°24'42" E, ALONG SAID WEST LINE, 59.15 FT.; THENCE S 58°44'11" W, 5.31 FT.; THENCE S 89°22'16" W, 31.83 FT.; THENCE S 53°30'50" W, 25.77 FT. FOR A POINT OF BEGINNING; THENCE S 15°03'34" W, 41.14 FT.; THENCE S 26°33'25" E, 233.66 FT.; THENCE S 89°58'04" W, 50.00 FT.; THENCE N 31°15'39" W, 294.83 FT.; THENCE N 58°44'21" E, 65.40 FT.; THENCE S 55°05'13" E, 65.01 FT.; TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TWP. 35 S., RGE. 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 0.42 ACRE MORE OR LESS

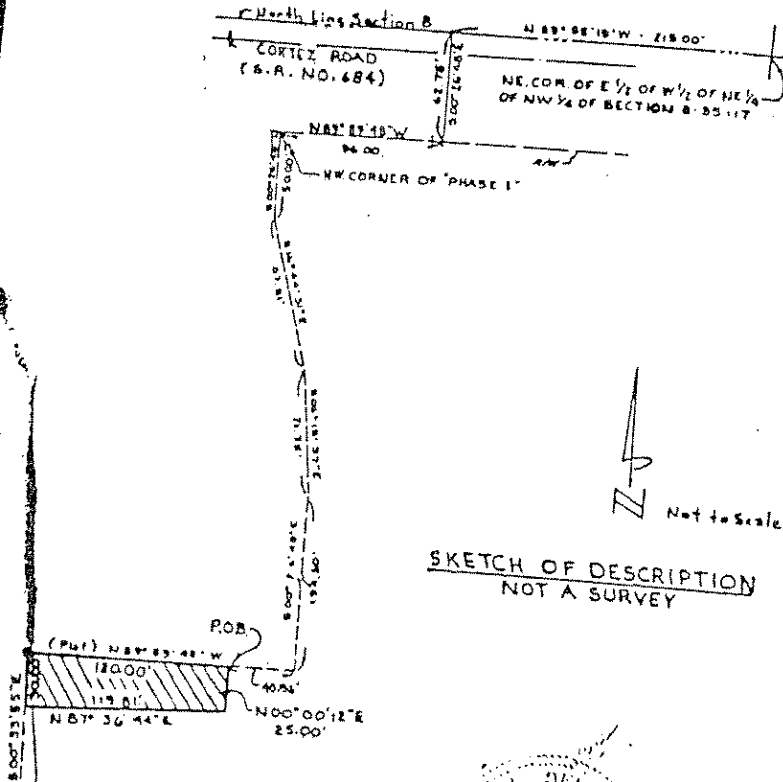
O.R. 1240 PG 1661

EXHIBIT D

SHEET 1 OF 17 SHEETS

DESCRIPTION: RECIPROCAL ACCESS AND EMERGENCY ACCESS EASEMENT #2

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 35 S., RANGE 17 E.; THENCE N 89°35'19" W, ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 62.75 FT., TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°59'48" W, ALONG SAID SOUTH R/W LINE, 96.00 FT., TO THE NORTHWEST CORNER OF PHASE 1, OF "TIMBER CREEK CONDOMINIUMS NO. ONE", AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF SAID "PHASE 1", THE FOLLOWING BEARINGS AND DISTANCES: S 00°26'48" E, 50.00 FT.; THENCE S 16°44'31" E, 87.91 FT.; THENCE S 06°18'37" E, 71.75 FT.; THENCE S 00°26'48" E, 194.50 FT.; THENCE N 89°59'48" W, 40.96 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°59'48" W, ALONG THE WESTERLY LINE OF SAID "PHASE 1", A DISTANCE OF 120.00 FT., TO A CONCRETE MONUMENT FOUND ON SAID WESTERLY LINE; THENCE S 00°33'55" E, ALONG SAID WESTERLY LINE, 30.00 FT.; THENCE N 87°36'44" E, 119.81 FT.; THENCE N 00°00'12" E, 25.00 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TOWNSHIP 35 S., RANGE 18 E., MANATEE COUNTY, FLORIDA.



SKETCH OF DESCRIPTION NOT A SURVEY

11/08/1988

DATE (NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

[Signature]
 JAN. SKIPPER
 FLORIDA CERTIFICATE NO. 3723

O.R. 1240 PG

R. J. LOMBARDO & ASSOCIATES, INC.
 Consulting Engineers, Surveyors & Planners

P. O. Box 188 - 825 - 4th Street West - Palmetto, Florida 33561 • (813) 722-4561 - 748-0600



EXHIBIT D
SHEET 2 OF 17 SHEETS

This Instrument Was Prepared By
And Should be Returned To:
Stephen M. Hudoba, Esquire
1111. Ward & Henderson, P.A.
Bainett Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

277062

EMERGENCY ACCESS EASEMENT AGREEMENT

THIS EMERGENCY ACCESS EASEMENT AGREEMENT (the "Easement") is made this 9th day of November, 1988, by and between Timber Creek Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Timber Creek"), as Grantor, and Ecken-Verwaltungs-Verwaltung, GmbH, a corporation existing under the laws of the Federal Republic of Germany (hereinafter referred to as "EVV"), whose address is 1340 Tuscvilla Road, Winter Springs, Florida 32708, as Grantee.

WITNESSETH:

WHEREAS, EVV is the owner in fee simple of that certain real property located in Manatee County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel A"); and

WHEREAS, Timber Creek is the owner of that certain real property located in Manatee County, Florida, more particularly described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as "Parcel B"); and

AND, EVV has requested that Timber Creek grant a nonexclusive easement for the use of (i) portions of Parcel B and (ii) all interior private roads, all as more particularly described on composite Exhibit C attached hereto (collectively, the "Emergency Access Corridor") for emergency ingress to and egress from Parcel A.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Timber Creek, as fee simple owner of Parcel B, does hereby grant, create, bargain, sell, convey and assign to EVV, its successors and assigns, a nonexclusive perpetual easement over, upon and across the Emergency Access Corridor for the purposes of ingress to and egress from Parcel A by emergency vehicles and personnel.

2. Notwithstanding anything contained herein to the contrary, Timber Creek may, at its option and expense, erect a gate or fence across portions of the Emergency Access Corridor; provided, however, such gate or fence shall be in accordance with all ordinances, rules, laws, requirements or regulations which may be established from time to time by Manatee County or any other applicable governmental agencies with respect to permitting access by emergency vehicles to Parcel A.

3. The Easement granted hereby is granted with the express condition that Timber Creek, its successors and assigns, shall have no liability or responsibility to EVV, its successors and assigns, or those who in any way may use the Easement granted herein.

O. R. 1240 PG 1674

RECORDED
H. B. SHOFF, CLERK OF CIRCUIT COURT
BY: *[Signature]*

DOCUMENTARY TAX PD \$ 35
RECIPIENT TAX PD \$
H. B. SHOFF, CLERK OF CIRCUIT COURT
BY: *[Signature]*
U.S. DEPT. OF REVENUE

4. The Easement hereby granted shall burden and be over, upon and across the Emergency Access Corridor and shall be for the benefit of Parcel A. The Easement hereby granted constitutes a covenant which shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

IN WITNESS WHEREOF, the parties hereto have executed the Emergency Access Easement Agreement as of the day and year set forth above.

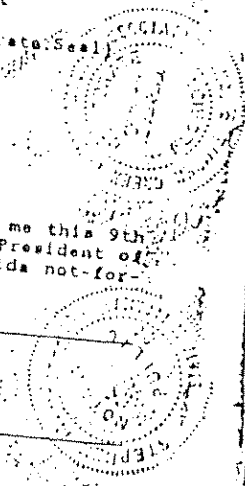
Signed, sealed and delivered in the presence of:

[Handwritten signatures]

TIMBER CREEK CONDOMINIUMS ASSOCIATION, INC.

By *[Signature]*
Title: President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is acknowledged before me this 9th day of November, 1988, by James P. [Signature] as President of Timber Creek Condominiums Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

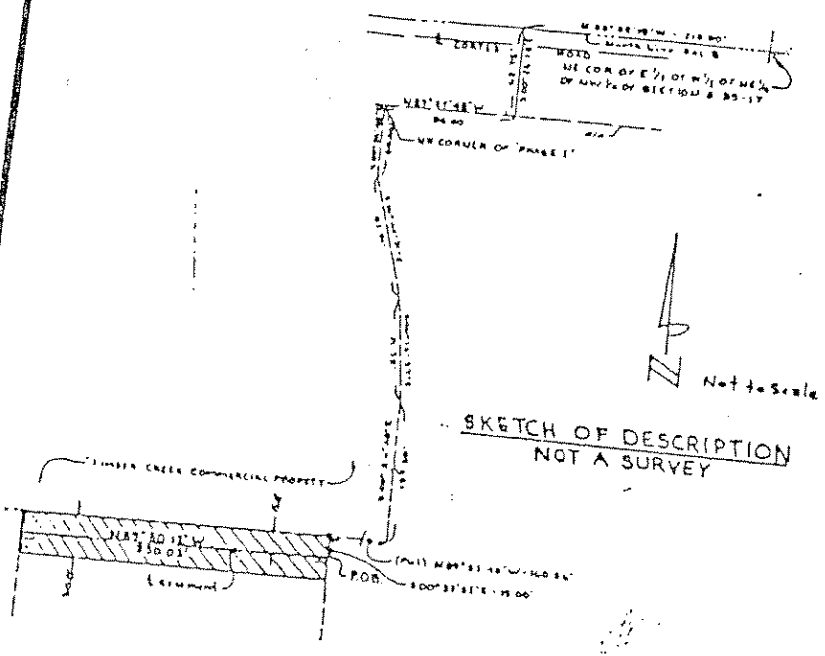
[Signature]
Notary Public

My Commission expires:
Notary Public, State of Florida
My Commission Expires Jan. 8, 1990

EXHIBIT D
SHEET 4 of 17 SHEETS

DESCRIPTION: RECIPROCAL ACCESS AND EMERGENCY ACCESS EASEMENT 43
A 30.0 FT. WIDE EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS LYING 15.0 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT:

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 35 S., RANGE 17 E.; THENCE N 89°55'19" W. ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E., 67.75 FT. TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°59'48" W. ALONG SAID SOUTH R/W LINE, 96.00 FT. TO THE NORTHEAST CORNER OF "PHASE 1", OF TIMBER CREEK CONDOMINIUMS NO. ONE, AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF SAID "PHASE 1", THE FOLLOWING BEARINGS AND DISTANCES: S 00°26'48" E., 50.00 FT.; THENCE S 16°44'31" E., 87.91 FT.; THENCE S 06°18'37" E., 71.75 FT.; THENCE S 00°26'48" E., 194.50 FT.; THENCE N 89°59'48" W., 160.96 FT., TO A CONCRETE MONUMENT FOUND ON THE WESTERLY LINE OF SAID "PHASE 1"; THENCE S 00°33'55" E., ALONG SAID WESTERLY LINE, 15.00 FT., FOR A POINT OF BEGINNING; THENCE N 89°50'12" W. PARALLEL WITH THE SOUTH LINE OF THAT PARCEL OF LAND KNOWN AS "TIMBER CREEK COMMERCIAL PROPERTY" AND 15.0 FT. SOUTHERLY THEREFROM, A DISTANCE OF 230.07 FT., TO THE END OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 8, TOWNSHIP 35 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.



SKETCH OF DESCRIPTION
NOT A SURVEY

DATE: 11/05/1988
(NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)
R. J. Lombardo
STATE SURVEYOR
FLORIDA CERTIFICATE NO. 3723

O.R. 1240 PG 1681

R. J. LOMBARDO & ASSOCIATES, INC.
Consulting Engineers, Surveyors & Planners

P. O. Box 188 • 825 • 4th Street West • Palmetto, Florida 33561 • (813) 722-4561 • 748-0600



EXHIBIT D
SHEET 5 OF 17
SHEETS

This Instrument Was Prepared By
And Should Be Returned To:
Stephen M. Hudoba, Esquire
Hill, Ward & Henderson, P.A.
Barnett Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

277064

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement") is made this 10th day of November, 1988, by and between Ecker-Vermögens-Verwaltung, GmbH, a corporation existing under the laws of the Federal Republic of Germany (hereinafter referred to as "EVV"), as Grantor, and Timber Creek Condominiums Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Timber Creek"), as Grantee, whose post office address is 4550 Timber Lane, Bradenton, Florida 33507.

WITNESSETH:

WHEREAS, EVV is the owner in fee simple of that certain real property located in Manatee County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel A"); and

WHEREAS, there is presently located on Parcel A a certain drainage pond (the "Drainage Pond"), which Drainage Pond is located on a portion of Parcel A; and

WHEREAS, Timber Creek has requested that EVV grant a nonexclusive easement for the use of the Drainage Pond as a depository for drainage from that certain real property located in Manatee County, Florida owned by Timber Creek more particularly described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as "Parcel B"); and

WHEREAS, Timber Creek has also requested that EVV grant a nonexclusive easement across that portion of Parcel A more particularly described on Exhibit C attached hereto (the "Drainage Access Corridor") for access to the Drainage Pond.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. EVV, as fee simple owner of Parcel A, does hereby grant, create, bargain, sell, convey and assign to Timber Creek, its successors and assigns, a nonexclusive perpetual easement to use the Drainage Pond for the drainage, retention and storage of storm water from Parcel B. It is provided, however, that the volume of storm water to be drained from Parcel B to the Drainage Pond shall not be materially increased from the volume of storm water drainage presently drained into the Drainage Pond from Parcel B.

2. EVV, as fee simple owner of Parcel A, does hereby grant, create, bargain, sell, convey and assign to Timber Creek, its successors and assigns, a nonexclusive perpetual easement over, under, upon and across the Drainage Access Corridor for the purpose of providing access to the Drainage Pond and for maintenance of the Drainage Pond and to permit the drainage of storm water to the Drainage Pond as provided herein.

RECORDED
R. B. SHORE, CLERK OF CIRCUIT COURT

BY: [Signature]

DOCUMENTARY TAX PD. 1.55
INTANGIBLE TAX PD. 5
R. B. SHORE, CLERK MANATEE COUNTY
BY: [Signature]
DEPUTY CLERK

O. R. 1240 PG. 1898

SHEET 6 OF 17 SHEETS

3. Timber Creek, and its successors and assigns, hereby agree as follows: (i) to maintain the Drainage Pond and the Drainage Access Corridor at their sole cost and expense; (ii) that EVV, and its successors and assigns, shall have no liability or obligation for such maintenance; and (iii) to promptly repair and restore any damage to the Drainage Pond, the Drainage Access Corridor or Parcel A resulting from Timber Creek's, or its successors and assigns, use and enjoyment of the rights granted herein.

4. The Easement granted hereunder is granted on the express condition that EVV and its successors and assigns shall have no liability or responsibility to Timber Creek, or its successors and assigns, or those who may in any way use the Easements granted herein.

5. The Easement hereby granted shall be a burden and be over and upon Parcel A and shall be for the benefit of Parcel B. The Easement hereby granted constitutes a covenant which shall run with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

IN WITNESS WHEREOF, the parties hereto have executed this Drainage Easement Agreement as of the day and year set forth above.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

ECKES-VERMOGENS-VERWALTUNGS, GmbH

By: *[Signature]*
J. Huxley Walters, United States Representative

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF *[Handwritten]*

The foregoing instrument was acknowledged before me, the undersigned authority, on this 10th day of November, 1988, by J. Huxley Walters, a United States Representative of ECKES-VERMOGENS-VERWALTUNGS, GmbH, a corporation existing under the laws of the Federal Republic of Germany, on behalf of the corporation.

[Signature]
Notary Public

My Commission expires:

Harry P. [Name], State of Florida
My commission expires on [Date]
Notary Public, State of Florida



EXHIBIT D

SHEET 7 OF 17 SHEETS

DESCRIPTION: DRAINAGE EASEMENT

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 S., RANGE 17 E.; THENCE N 89°55'19" W, ALONG THE NORTH LINE OF SAID SECTION 8, 215.00 FT.; THENCE S 00°26'48" E, 62.75 FT. TO THE SOUTH R/W OF "CORTEZ ROAD" (STATE ROAD NO. 684), A 100 FT. WIDE PUBLIC ROAD; THENCE N 89°58'48" W, ALONG SAID SOUTH R/W LINE, 96.00 FT. TO THE NORTHWEST CORNER OF "PHASE I, OF TIMBER CREEK CONDOMINIUMS NO. ONE", AS RECORDED IN CONDOMINIUM PLAT BOOK 9, PAGES 8 THRU 14, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY LINE OF SAID "PHASE I", THE FOLLOWING COURSES AND DISTANCES: S 00°26'48" E, 50.00 FT.; THENCE S 16°44'31" E, 87.91 FT.; THENCE S 06°18'37" E, 71.75 FT.; THENCE S 00°26'48" E, 194.50 FT.; THENCE N 89°59'48" W, 160.96 FT., TO A CONCRETE MONUMENT FOUND ON THE WESTERLY LINE OF SAID "PHASE I"; THENCE N 89°50'12" W, ALONG THE SOUTH LINE OF THAT PARCEL OF LAND KNOWN AS "TIMBER CREEK COMMERCIAL PROPERTY", 230.02 FT.; THENCE S 00°33'55" E, 47.78 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°33'55" E, 211.05 FT.; THENCE S 89°26'05" W, PERPENDICULAR TO THE LAST DESCRIBED LINE, 68.44 FT.; THENCE N 28°44'28" W, 56.06 FT.; THENCE N 04°04'44" W, 58.27 FT.; THENCE N 00°33'55" W, 51.30 FT.; THENCE S 89°26'05" W, 19.32 FT.; THENCE N 00°33'55" W, 14.54 FT.; THENCE N 89°26'05" E, 17.10 FT.; THENCE N 00°33'55" W, 19.95 FT.; THENCE N 22°03'00" E, 45.53 FT.; THENCE S 89°50'12" E, 56.84 FT.; THENCE S 48°06'46" E, 35.72 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TOWNSHIP 35 S., RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 21988 SQUARE FEET MORE OR LESS.

(SEE SKETCH ON SHEET 2 OF 2)

11/08/1988

DATE
(NOT VALID UNLESS EMBOSSED
BY SURVEYOR'S SEAL)

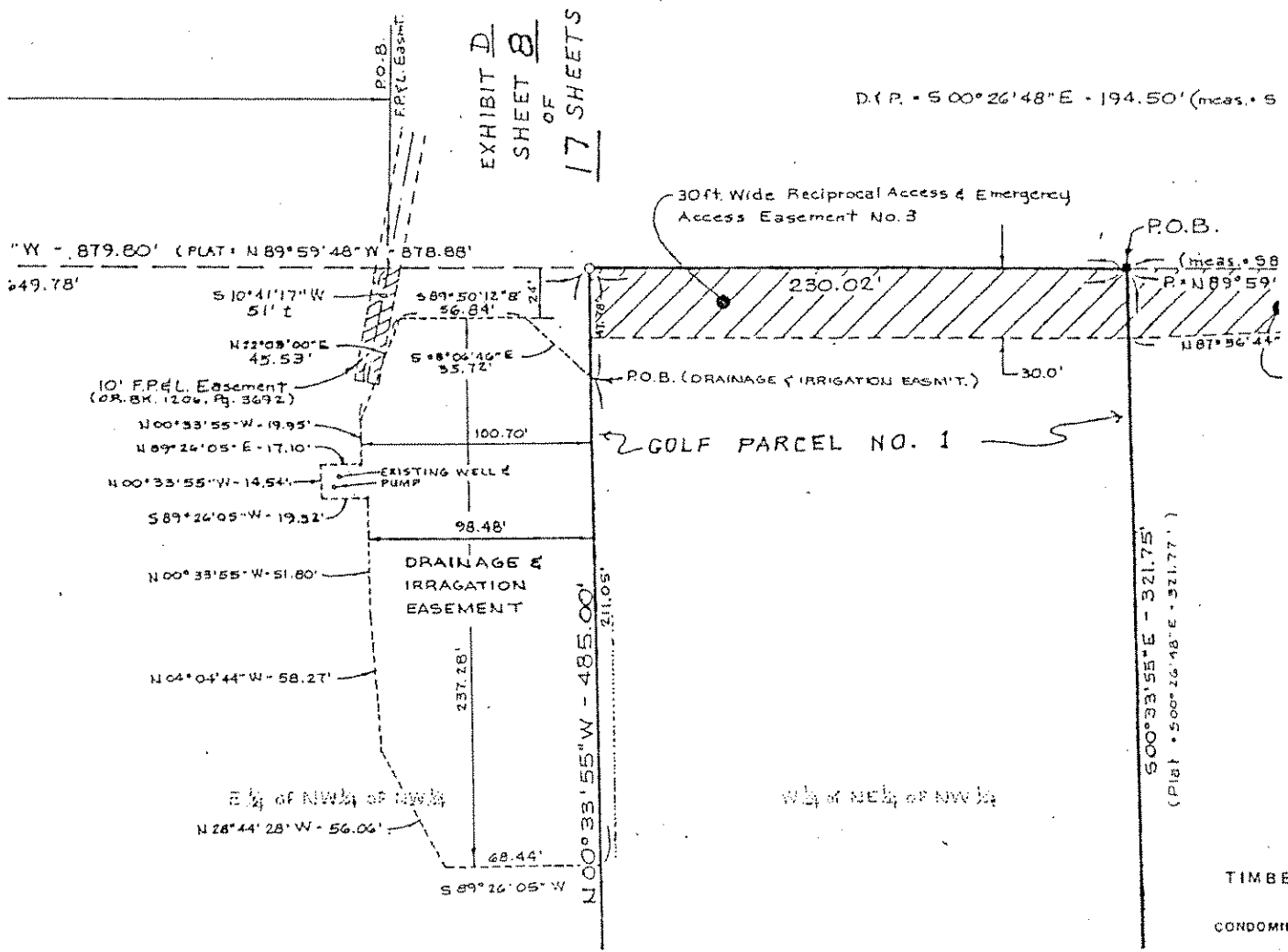
[Signature]
 JAMES L. SKIPPER, III
 PROFESSIONAL LAND SURVEYOR
 FL. REGISTRATION NO. 3723

LOMBARDO & SKIPPER, INC.
 Consulting Engineers, Surveyors & Planners

P. O. Box 188 • 825 - 4th Street West • Palmetto, Florida 34222 • (813) 772-4561 • 748-0600



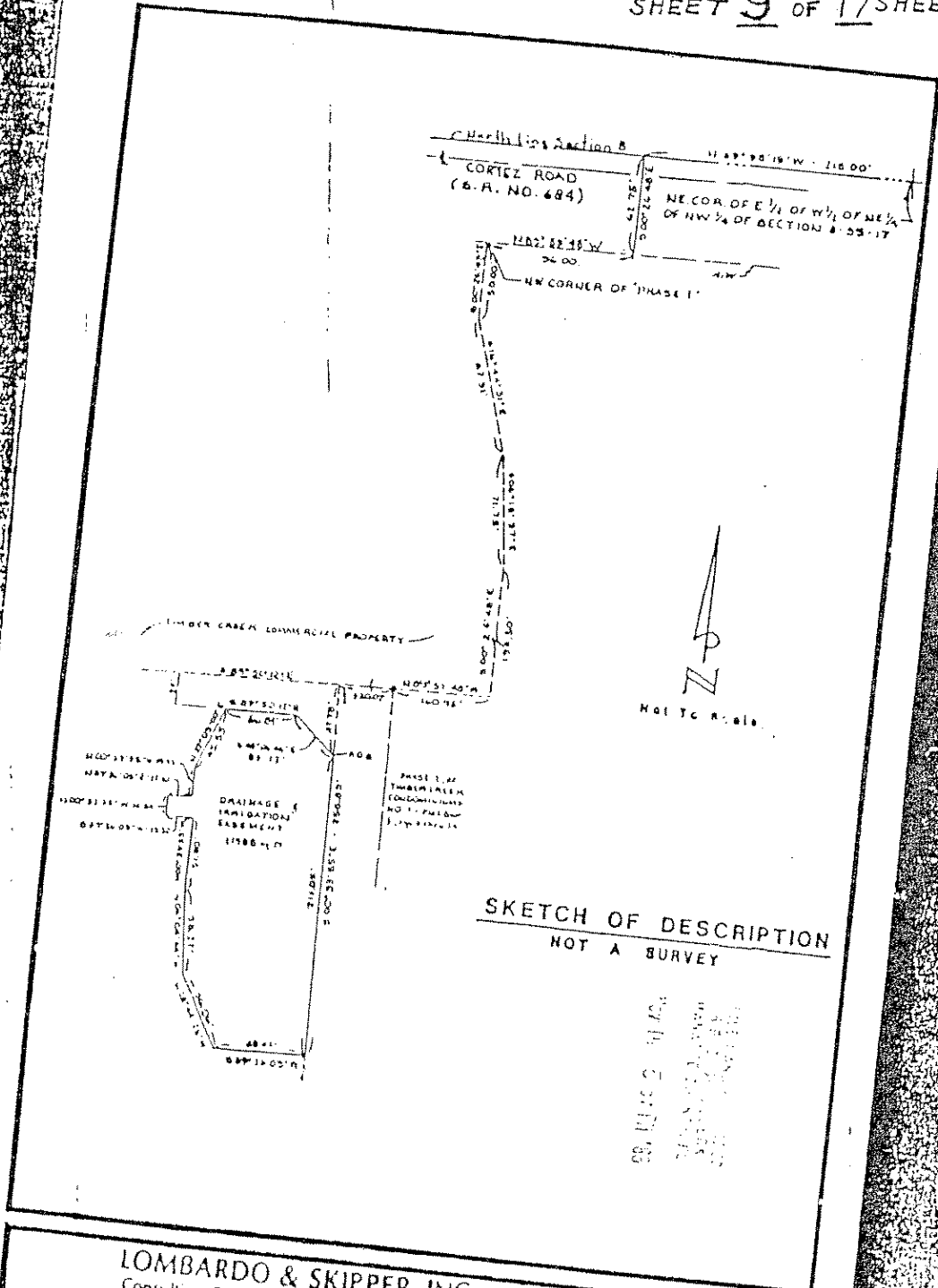
O.R. 1240 PG 1694 PAGE 1 OF 2



SUBSTANTIALLY CORRECT FOR INFORMATION PURPOSE ONLY

EXHIBIT D

SHEET 9 OF 17 SHEETS



SKETCH OF DESCRIPTION
NOT A SURVEY

NO. 1112 C. 1112 C.
NO. 1112 C. 1112 C.
NO. 1112 C. 1112 C.
NO. 1112 C. 1112 C.

LOMBARDO & SKIPPER, INC.
Consulting Engineers, Surveyors & Planners

P. O. Box 188 • 825 • 4th Street West • Palmwest, Florida 34220 • (813) 722-4561 • 748 0600

O.R. 1240 PG 1695



EXHIBIT D
SHEET 10 OF 17
SHEETS

This Instrument Was Prepared By
And Should Be Returned To:
Stephen M. Hudoba, Esquire
Hill, Ward & Henderson, P.A.
Barnett Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

277063

IRRIGATION WELL EASEMENT AGREEMENT

THIS IRRIGATION WELL EASEMENT AGREEMENT (the "Easement") is made this 10th day of November, 1988, by and between Ecken-Verwaltungs-Verwaltung, GmbH, a corporation existing under the laws of the Federal Republic of Germany (hereinafter referred to as "EVV"), as Grantor, and Timber Creek Condominiums Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Timber Creek"), as Grantee, whose post office address is 4550 Timber Lane, Bradenton, Florida 33507.

WITNESSETH:

WHEREAS, EVV is the owner in fee simple of that certain real property located in Manatee County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel A"); and

WHEREAS, an irrigation well (the "Well") is located on Parcel A within the Irrigation Well Access Corridor (as hereinafter defined); and

WHEREAS, Timber Creek has requested that EVV grant a non-exclusive easement for use of the Well for irrigation of that certain real property located in Manatee County, Florida owned by Timber Creek and more particularly described on Exhibit B attached hereto and made a part hereof ("Parcel B"); and

WHEREAS Timber Creek has also requested that EVV grant a nonexclusive easement across that portion of Parcel A more particularly described on Exhibit C attached hereto (the "Irrigation Well Access Corridor").

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. EVV, as fee simple owner of Parcel A, does hereby grant, create, bargain, sell, convey and assign to Timber Creek, its successors and assigns, a nonexclusive easement to use the Well for the purpose of irrigating Parcel B.

2. EVV, as fee simple owner of Parcel A, does hereby grant, create, bargain, sell, convey and assign to Timber Creek, its successors and assigns, a nonexclusive easement over, under, upon and across the Irrigation Well Access Corridor for the purpose of running irrigation pipes as well as access to the Well for maintenance.

3. Timber Creek, its successors and assigns, hereby agree as follows: (i) to maintain the Well and Irrigation Well Access Corridor at their sole cost and expense; (ii) that EVV, its successors and assigns, shall have no liability or obligation for such maintenance; (iii) to promptly comply with any and all ordinances, rules, laws, requirements or regulations, including but not limited to all such ordinances, rules, laws, requirements or regulations of any water management district having

O. R. 1240 PG 1687

RECORDED
R. B. SHORE, CLERK OF CIRCUIT COURT

BY H. Barrett

DOCUMENTARY TAX PD. \$ 55
INTANGIBLE TAX PD. \$
H. B. SHORE, CLERK MANATEE COUNTY

BY: H. Barrett
DEPUTY CLERK

SHEET 11 OF 17 SHEETS

jurisdiction over the Irrigation Well Access Corridor or the use of any water thereof with respect to the use of the Well and/or the Irrigation Well Access Corridor by Timber Creek.

4. The Easement granted herein is granted with the express condition that EVV, its successors and assigns, shall have no liability or responsibility to Timber Creek, its successors and assigns, or those who may in any way use the Easement granted herein.

5. The Easement granted herein may be terminated at any time upon thirty (30) days written notice by EVV to Timber Creek; provided, however, such notice period may be extended to sixty (60) days in order to permit Timber Creek to acquire permitting to allow it to construct a replacement well. In the event of termination of the easement agreement hereunder, EVV shall pay to Timber Creek an amount reasonably necessary to allow Timber Creek to reconstruct an irrigation well, similar to the Well, on Parcel A.

6. The Easement hereby granted shall be over and upon Parcel A, and shall be for the benefit of Parcel B. The Easement hereby granted constitutes a covenant which shall run with the land and shall inure to the benefit of and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

IN WITNESS WHEREOF, the parties hereto have executed this Irrigation Well Easement Agreement as of the day and year set forth above.

Signed, sealed and delivered in the presence of:

ECKES-VERMOGENS-VERWALTUNGS, GmbH

Michael Perry
Robert Perry

By *J. Huxley Walters*
J. Huxley Walters, United States Representative

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF *Sevier*

The foregoing instrument was acknowledged before me, the undersigned authority, on this 10th day of November, 1988, by J. Huxley Walters, as United States Representative of ECKES-VERMOGENS-VERWALTUNGS, GmbH, a corporation existing under the laws of the Federal Republic of Germany, on behalf of the corporation.

Notary Public
My Commission expires: *11/01/91*

Notary Public, State of Florida at Large
My commission expires January 26, 1991
Bonded thru LAWYER'S SURETY CO. P.

01/18/89/10/1/88

EXHIBIT D
SHEET 12 OF 17 SHEETS

This Instrument Was Prepared By
And Should Be Returned To:
Stephan M. Hudoba, Esquire
Hill, Ward & Henderson, P.A.
Barnett Plaza, Suite 3700
101 East Kennedy Boulevard
Tampa, Florida 33602

277061

GOLF CART EASEMENT AGREEMENT

THIS GOLF CART EASEMENT AGREEMENT (the "Easement") is made this 10th day of November, 1988, by and between Ecken-Verwaltungs-Verwaltungs, GmbH, a corporation existing under the laws of the Federal Republic of Germany (hereinafter referred to as "EVV"), as Grantor, and Timber Creek Condominiums Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Timber Creek"), as Grantee, whose post office address is 4550 Timber Lane, Bradenton, Florida 33507.

WITNESSETH:

WHEREAS, EVV is the owner in fee simple of that certain real property located in Manatee County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel A"); and

WHEREAS, Timber Creek is the owner of that certain real property located in Manatee County, Florida more particularly described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as "Parcel B"); and

WHEREAS, a golf course (hereinafter referred to as the "Golf Course") is located on Parcel B; and

WHEREAS, Timber Creek has requested that EVV grant a nonexclusive easement for the use of portions of Parcel A for a golf cart path and for the purpose of access by pedestrian and by customary golf course traffic.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. EVV, as fee simple owner of Parcel A, does hereby grant, create, bargain, sell, convey and assign to Timber Creek, its successors and assigns, (i) a nonexclusive, perpetual easement over, under, upon and across that portion of Parcel A more particularly described on Page 1 of Composite Exhibit C attached hereto and made a part hereof, for the purpose of access by pedestrian and by customary golf course traffic and for a ten (10) foot wide golf cart path, and (ii) a nonexclusive, perpetual easement over, under, upon and across that portion of Parcel A more particularly described on Page 2 of Composite Exhibit C for a ten (10) foot wide golf cart path (hereinafter the golf cart paths referred to in subsections (i) and (ii) above shall be collectively referred to as the "Golf Cart Path").

2. Timber Creek, and its successors and assigns, hereby agree as follows: (i) to maintain the Golf Cart Path at its sole cost and expense; (ii) that EVV, and its successors and assigns, shall have no liability or obligation for such maintenance; (iii) to promptly repair and restore any damage to the Golf Cart Path or Parcel A resulting from Timber Creek's, or its successors and assigns, use and enjoyment under the rights granted herein.

RECORDED
R. B. SHONE, CLERK OF CIRCUIT COURT
BY: *[Signature]*

DOCUMENTARY TAX PD \$ 1.55
HEALTHCARE TAX PD \$
R. B. SHONE, CLERK MANATEE COUNTY
BY: *[Signature]*
DEPUTY CLERK

O.R. 1240 PB 1867

SHEET 13 OF 17 SHEETS

3. The Easement granted herein is granted with the express condition that EVV and its successors and assigns shall have no liability or responsibility to Timber Creek, its successors or assigns, or those who may in any way use the Easement granted herein.

4. The Easement granted herein is granted with the further express condition that Timber Creek may construct the Golf Cart Path no more than ten (10) feet in width within the easement areas described on pages 1 and 2 of Exhibit C; provided, however, that EVV reserves the right to relocate the Golf Cart Path within said easement areas so long as said relocation shall be at the sole cost and expense of EVV.

5. The Easement hereby granted shall burden and be over, upon and across Parcel A and shall be for the benefit of Parcel B. The Easement hereby granted constitutes a covenant which shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

IN WITNESS WHEREOF, the parties hereto have executed this Golf Cart Easement Agreement as of the day and year set forth above.

Signed, sealed and delivered in the presence of:

ECKES-VERMOGENS-VERWALTUNGS, GmbH

[Handwritten signatures]

By: *[Signature]*
J. Huxley Walters, United States Representative

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF *[Signature]*

The foregoing instrument was acknowledged before me, the undersigned authority, on this 10th day of November, 1968, by J. Huxley Walters, as United States Representative of ECKES-VERMOGENS-VERWALTUNGS, GmbH, a corporation existing under the laws of the Federal Republic of Germany, on behalf of the corporation.

[Signature]
Notary Public
My Commission expires: _____

Notary Public, State of Florida as to be
My commission expires January 26, 1972
Bonded thru LAWYER'S SURETY CORP.

EXHIBIT C

Page 1 of 8

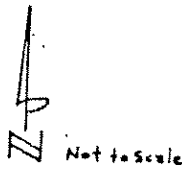
EXHIBIT D

SHEET 15 OF 17 SHEETS

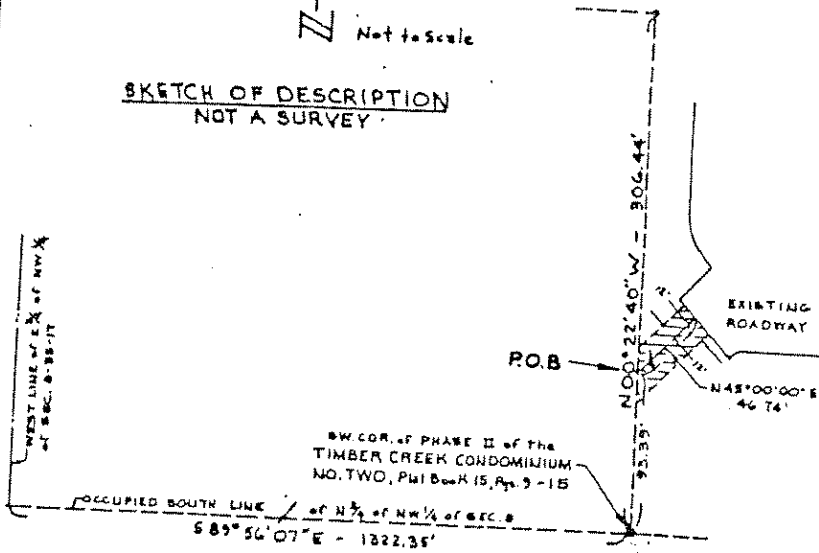
DESCRIPTION: RECIPROCAL ACCESS AND EMERGENCY ACCESS EASEMENT

A 24.0 FT. WIDE EASEMENT, THE PERIMETRICAL BOUNDARIES OF WHICH EXTEND FROM THE WEST LINE OF PHASE II OF "TIMBER CREEK CONDOMINIUMS NO. TWO", AS RECORDED IN CONDOMINIUM PLAT BOOK 15, PAGE 9 THRU 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ON THE WEST, TO THE EXISTING ROADWAY WITHIN SAID PHASE II, ON THE EAST, LYING 12.0 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE TO WIT:

COMMENCE AT THE CONCRETE MONUMENT FOUND MARKING THE MOST SOUTHWESTERLY CORNER OF AFORESAID PHASE II OF "TIMBER CREEK CONDOMINIUMS NO. TWO", SAID MONUMENT LYING S 89°56'07" E, 1322.35 FT. FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 S., RANGE 17 E., WITH THE OCCUPIED SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N 00°22'40" W, 45°00'00" E, ALONG SAID EASEMENT CENTERLINE, 46.74 FT., TO AN EXISTING ROADWAY AND THE END OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 8, TOWNSHIP 35 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.



SKETCH OF DESCRIPTION NOT A SURVEY



DATE 11/08/1988
(NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

Surveyor's signature and stamp: R. J. LOMBARDO, P.L.S., FLORIDA CERTIFICATE NO. 3723

O. R. 1240 PG 1679

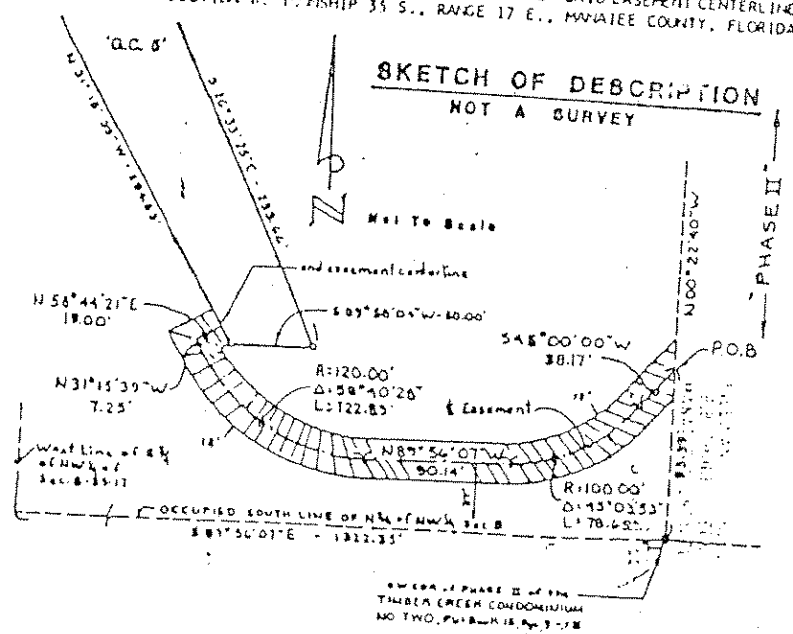
R. J. LOMBARDO & ASSOCIATES, INC.
Consulting Engineers, Surveyors & Planners
P. O. Box 188 • 825 • 4th Street West • Palmetto, Florida 33361 • (813) 722-4561 • 748-0600



EXHIBIT D
SHEET 16 of 17 SHEETS

A 24.0 FT. WIDE EASEMENT, THE PERIMETRICAL BOUNDARIES OF WHICH EXTEND TO THE INTERSECTION OF THE WEST LINE OF PHASE II OF "TIMBER CREEK CONDOMINIUMS NO. TWO", AS RECORDED IN CONDOMINIUM PLAT BOOK 15, PAGES 9 THRU 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ON THE EAST, LYING 12.0 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE TO WIT:

COMMENCE AT THE CONCRETE MONUMENT FOUND MARKING THE MOST SOUTHWESTERLY CORNER OF AFORESAID PHASE II OF "TIMBER CREEK CONDOMINIUMS NO. TWO", SAID MONUMENT LYING S 89°56'07" E, 1322.35 FT. FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 3/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 S., RANGE 17 E., WITH THE OCCUPIED SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SAID SECTION 8; THENCE N 00°22'40" W, ALONG THE WEST LINE OF SAID PHASE II, 93.39 FT.; FOR A POINT OF P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 100.00 FT.; THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 43°03'53", A DISTANCE OF 78.65 FT.; TO THE P.T. OF SAID CURVE; THENCE N 89°56'07" W, ALONG SAID CENTERLINE, PARALLEL WITH THE OCCUPIED SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF SECTION 8 AND 37.0 FT. NORTHERLY THEREFROM, A DISTANCE OF 90.14 FT.; TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 120.00 FT.; THENCE NORTHWESTERLY, ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°40'28", A DISTANCE OF 122.89 FT. TO THE P.T. OF SAID CURVE; THENCE N 31°15'39" W, ALONG SAID CENTERLINE, 7.25 FT.; THENCE N 58°44'21" E, ALONG SAID CENTERLINE, 19.00 FT.; TO THE END OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 8, TOWNSHIP 35 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.



DATE 11/08/1988
(NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

John A. Skipper
JOHN A. SKIPPER
PROFESSIONAL LAND SURVEYOR
FL. REGISTRATION NO. 3723

LOMBARDO & SKIPPER, INC.
Consulting Engineers, Surveyors & Planners
P. O. Box 188 • 825 • 4th Street West • Palmetto, Florida 34224 • 813/722-4561 • 748-0600
O.R. 1240 PG 1673 PAGE 1 OF 1


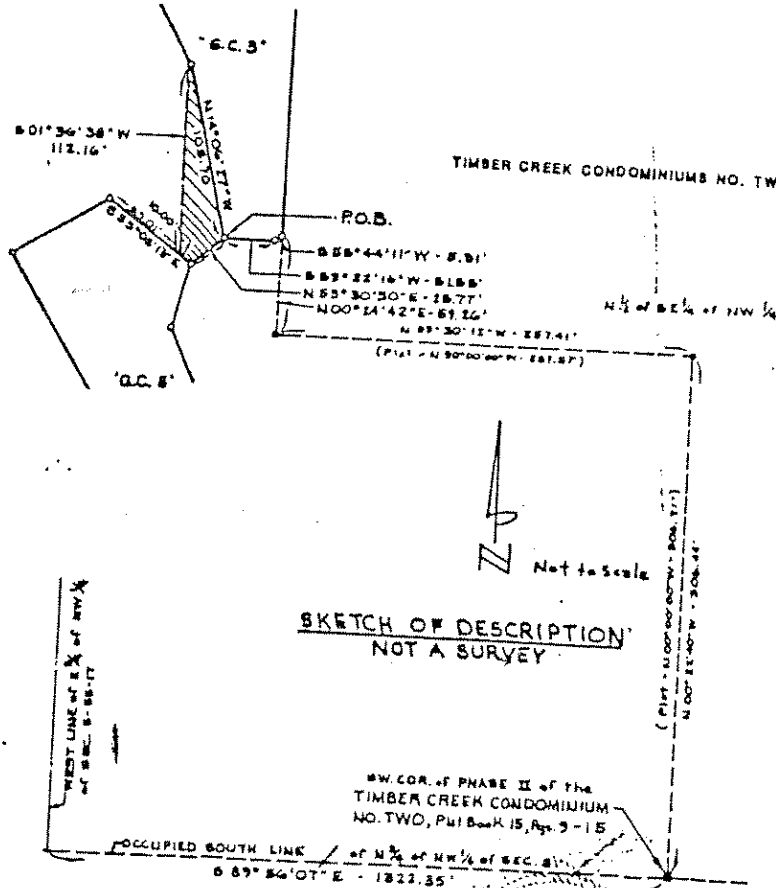


EXHIBIT D
SHEET 17 of 17 SHEETS

DESCRIPTION: INGRESS, EGRESS, FLIGHT OF GOLF BALL AND CART PATH EASEMENT

COMMENCE AT A CONCRETE MONUMENT FOUND MARKING THE MOST SOUTHWESTERLY CORNER OF PHASE II OF "TIMBER CREEK CONDOMINIUMS NO. TWO", AS RECORDED IN PLAT BOOK 15, PAGES 9 THRU 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID MONUMENT LYING S 89°56'07" E, 1322.33 FT. FROM THE INTERSECTION OF THE WEST LINE OF THE EAST 3/4 OF THE NW 1/4 OF SECTION 8, TWP. 35 S., RGE. 17 E., WITH THE OCCUPIED SOUTH LINE OF THE NORTH 3/4 OF THE NW 1/4 OF SAID SECTION 8; THENCE N 00°22'40" W, ALONG THE WEST LINE OF SAID PHASE II, 306.44 FT., TO AN IRON ROD FOUND; THENCE N 89°30'12" W, ALONG SAID PHASE II, 257.41 FT., TO AN IRON ROD FOUND; THENCE N 00°24'42" E, ALONG SAID PHASE II, 59.26 FT.; THENCE S 58°44'11" W, 5.31 FT.; THENCE S 89°22'16" W, 31.83 FT., FOR A POINT OF BEGINNING; THENCE N 14°06'27" W, 105.70 FT.; THENCE S 01°36'38" W, 112.16 FT.; THENCE S 55°05'13" E, 10.00 FT.; THENCE N 53°30'50" E, 25.77 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 8, TWP. 35 S., RGE. 17 E., MANATEE COUNTY, FLORIDA.



SKETCH OF DESCRIPTION
NOT A SURVEY

DATE 11/03/1988
(NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

[Signature]
R. J. LOMBARDO & ASSOCIATES, INC.
P. O. Box 188 • 825 - 4th Street West • Palmetto, Florida 33561 • (813) 722-4561 - 724-1111
PROF. CERTIFICATE NO. 3723

R. J. LOMBARDO & ASSOCIATES, INC.
Consulting Engineers, Surveyors & Planners
P. O. Box 188 • 825 - 4th Street West • Palmetto, Florida 33561 • (813) 722-4561 - 724-1111
O. R. 1240 PB



EXHIBIT E

THE LEGAL DESCRIPTIONS FOR TIMBER CREEK CONDOMINIUMS INCLUDES:

TIMBER CREEK CONDOMINIUM NO. ONE

TIMBER CREEK CONDOMINIUM NO. TWO

TIMBER CREEK RECREATION AREA PARCEL (SEE EXHIBIT B)

TIMBER CREEK GOLF COURSE PARCELS

1, 2, 3, and 4 (REFER TO EXHIBIT C)

TIMBER CREEK CONDOMINIUM NO. ONE

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE NORTH 89°55'19" WEST, ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 215 FEET; THENCE SOUTH 00°26'48" EAST, 62.75 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE CORTEZ ROAD, A 100 FOOT WIDE ROAD, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°26'48" EAST 770.00 FEET; THENCE SOUTH 89°59'48" EAST, 215.0 FEET; THENCE SOUTH 00°28'00" EAST, ALONG THE EAST LINE OF SAID EAST 1/2 OF WEST 1/2 OF NORTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 495.11 FEET; THENCE SOUTH 89°59'42" EAST, ALONG THE NORTH LINE OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 A DISTANCE OF 668.96 FEET; THENCE SOUTH 00°51'44" EAST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 370.0 FEET; THENCE SOUTH 89°08'16" WEST, 115.0 FEET; THENCE NORTH 00°51'44" WEST, 63.0 FEET; THENCE NORTH 26°03'00" WEST 163.14 FEET; THENCE NORTH 78°12'00" WEST, 132.81 FEET; THENCE NORTH 89°59'42" WEST, 140.0 FEET; THENCE NORTH 00°00'18" EAST, 81.0 FEET; THENCE NORTH 89°59'42" WEST, 346.96 FEET; THENCE NORTH 00°28'00" WEST, 419.10 FEET; THENCE NORTH 89°59'48" WEST, 120.0 FEET; THENCE NORTH 46°58'15" WEST, 261.21 FEET; THENCE NORTH 00°26'48" WEST, 321.77 FEET; THENCE SOUTH 89°59'48" EAST, 160.96 FEET; THENCE NORTH 00°26'48" WEST, 194.50 FEET; THENCE NORTH 6°18'37" WEST, 71.75 FEET; THENCE NORTH 16°44'31" WEST, 87.91 FEET; THENCE NORTH 00°26'48" WEST, 50.0 FEET; THENCE SOUTH 89°59'48" EAST, ALONG THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF CORTEZ ROAD, A DISTANCE OF 96.0 FEET TO THE P.O.B. THE ABOVE LYING IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

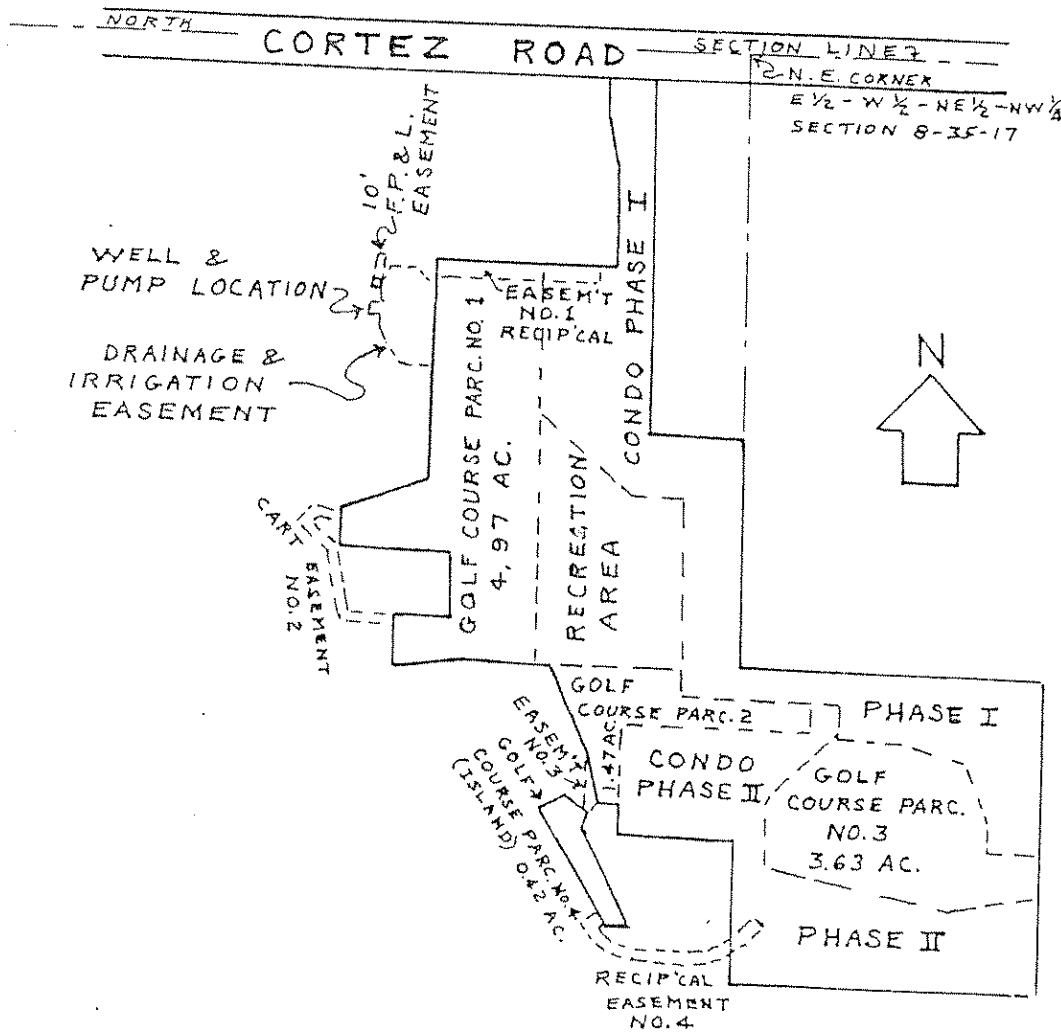
TIMBER CREEK CONDOMINIUM NO. TWO

COMMENCE AT THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE NORTH 89°55'19" WEST, ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 215 FEET; THENCE SOUTH 00°26'48" EAST 62.75 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORTEZ ROAD, A 100 FOOT WIDE ROAD; THENCE CONTINUE SOUTH 00°26'48" EAST 770.0 FEET; THENCE SOUTH 89°59'48" EAST 215.0 FEET; THENCE SOUTH 00°28'00" EAST, ALONG THE EAST LINE OF SAID EAST 1/2 OF WEST 1/2 OF NORTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 495.11 FEET; THENCE SOUTH 89°59'42" EAST, ALONG THE NORTH LINE OF THE NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 8 A DISTANCE OF 668.96 FEET; THENCE SOUTH 00°51'44" EAST, ALONG THE EAST LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 477.11 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°51'44" EAST 186.33 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4; THENCE SOUTH 89°58'09" WEST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF SOUTHEAST 1/4 OF NORTHWEST 1/4 A DISTANCE OF 667.52 FEET; THENCE NORTH 306.71 FEET; THENCE WEST 257.57 FEET; THENCE NORTH 230.83 FEET; THENCE EAST 401.09 FEET; THENCE NORTH 00°00'18" EAST 72.23 FEET; THENCE SOUTH 89°59'42" EAST 62.0 FEET; THENCE SOUTH 00°00'18" WEST 61.36 FEET TO THE P.C. OF A CURVE, CONCAVE TO NORTHWEST, HAVING A RADIUS OF 82.0 FEET AND DELTA ANGLE OF 63°13'18"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 90.48 FEET TO THE P.T. OF SAID CURVE; THENCE SOUTH 63°13'36" WEST 32.66 FEET TO THE P.C. OF A CURVE, CONCAVE TO SOUTHEAST, HAVING A RADIUS OF 15.53 FEET AND DELTA ANGLE OF 20°13'36"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 5.48 FEET TO THE P.T. OF SAID CURVE; THENCE SOUTH 43° WEST 83.79 FEET TO THE P.C. OF A CURVE CONCAVE TO SOUTHEAST HAVING A RADIUS OF 29.0 FEET AND DELTA ANGLE OF 43°; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, 21.76 FEET TO THE P.T. OF SAID CURVE; THENCE SOUTH 127.42 FEET; THENCE SOUTH 75°30' EAST 392.86 FEET; THENCE NORTH 80°43'40" EAST 225.32 FEET TO THE P.O.B. THE ABOVE LYING IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

TIMBER CREEK CONDOMINIUM ASSOCIATION PLOT PLAN

BY GLENN J. RAWL N
APRIL 5, 1991

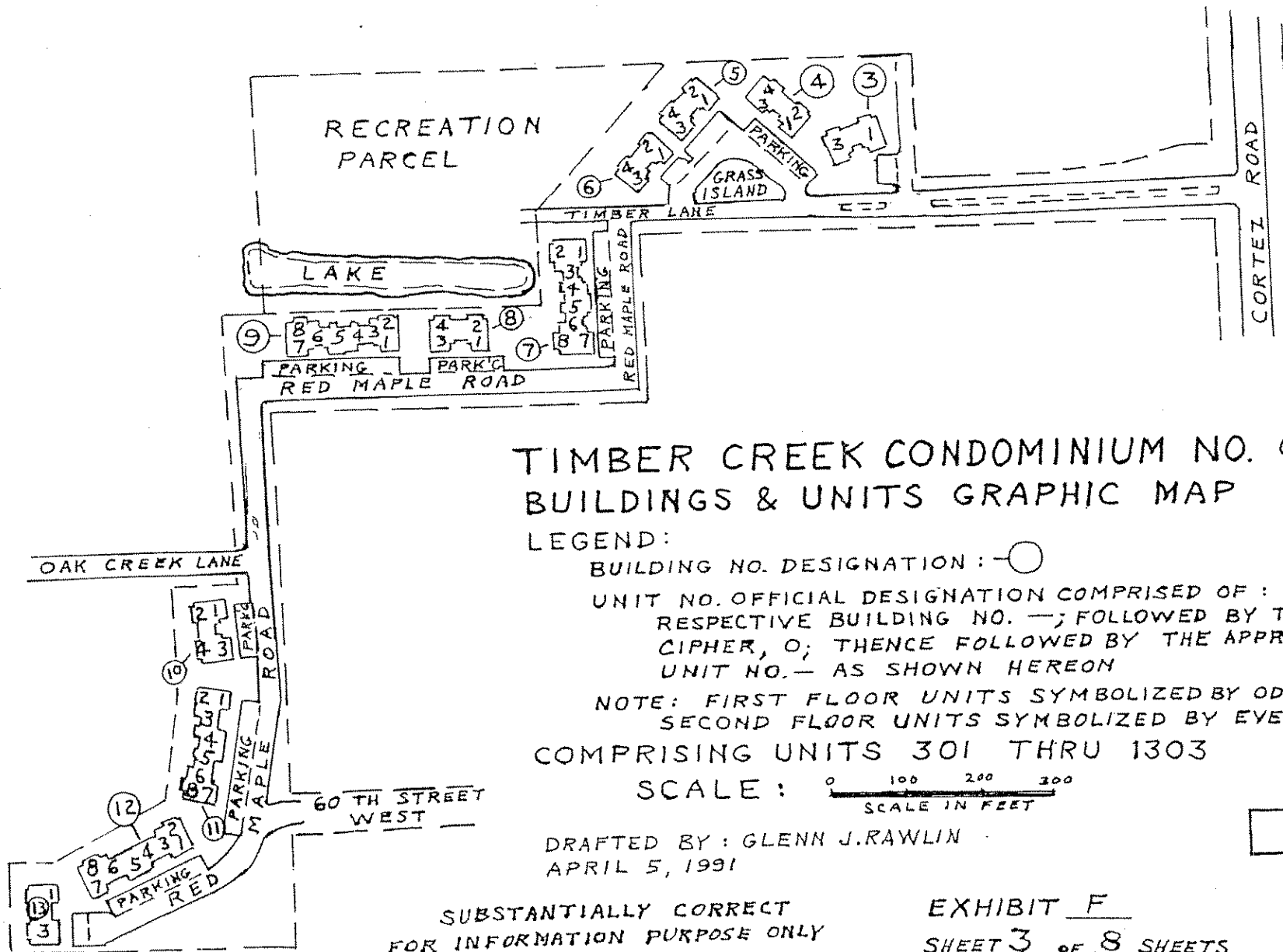
SUBSTANTIALLY CORRECT
FOR INFORMATION PURPOSE ONLY



0 100 200 400 600 800
GRAPHIC SCALE IN FEET

EXHIBIT F
SHEET 1 OF 8 SHEETS

63



TIMBER CREEK CONDOMINIUM NO. ONE
BUILDINGS & UNITS GRAPHIC MAP

LEGEND:

BUILDING NO. DESIGNATION : ○

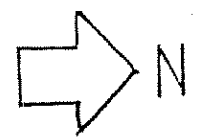
UNIT NO. OFFICIAL DESIGNATION COMPRISED OF :
RESPECTIVE BUILDING NO. —; FOLLOWED BY THE
CIPHER, 0; THENCE FOLLOWED BY THE APPROPRIATE
UNIT NO. — AS SHOWN HEREON

NOTE: FIRST FLOOR UNITS SYMBOLIZED BY ODD NUMBERS
SECOND FLOOR UNITS SYMBOLIZED BY EVEN NUMBERS

COMPRISING UNITS 301 THRU 1303

SCALE : 0 100 200 300
SCALE IN FEET

DRAFTED BY : GLENN J. RAWLIN
APRIL 5, 1991



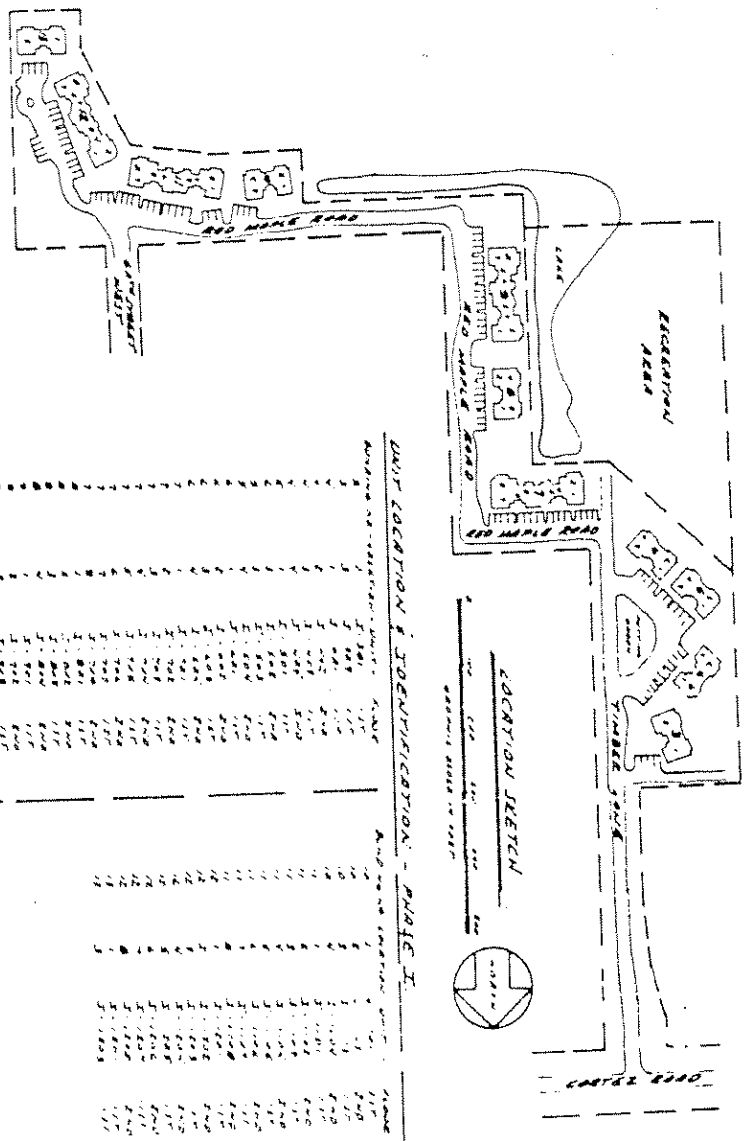
SUBSTANTIALLY CORRECT
FOR INFORMATION PURPOSE ONLY

EXHIBIT F
SHEET 3 OF 8 SHEETS

EXHIBIT
SHEET 3 OF 8 SHEETS

TIMBER CREEK CONDOMINIUMS NO. ONE

CONDOMINIUM BOOK 9 PAGE 10
SHEET 3 OF 7 SHEETS
EXHIBIT F



DUST LOCATION & IDENTIFICATION - PHASE I

| Location | Identification |
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| 99 | ... |
| 100 | ... |

SEE MAPS & NOTES
ON SHEETS 1 & 2

EXHIBIT F
SHEET 4 OF 8 SHEETS

EXHIBIT F
SHEET 5 OF 8 SHEETS

CONDOMINIUM BOOK 9 PAGE 11
SHEET 4 OF 7 SHEETS
EXHIBIT F

TIMBER CREEK CONDOMINIUMS

NO. ONE

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

NOTE: UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

| UNIT NO. | FINISHED FLOOR | UNIT ELEVATIONS |
|----------|----------------|-----------------|
| I-501 | 11.00 | 11.00 |
| I-401 | 11.00 | 11.00 |
| I-402 | 11.00 | 11.00 |
| I-502 | 11.00 | 11.00 |
| I-701 | 11.00 | 11.00 |
| I-702 | 11.00 | 11.00 |
| I-801 | 11.00 | 11.00 |
| I-802 | 11.00 | 11.00 |
| I-901 | 11.00 | 11.00 |
| I-902 | 11.00 | 11.00 |
| I-1001 | 11.00 | 11.00 |
| I-1002 | 11.00 | 11.00 |
| I-1101 | 11.00 | 11.00 |
| I-1102 | 11.00 | 11.00 |
| I-1201 | 11.00 | 11.00 |
| I-1202 | 11.00 | 11.00 |
| I-1301 | 11.00 | 11.00 |
| I-1302 | 11.00 | 11.00 |

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

NOTE: UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

| UNIT NO. | UNFINISHED FLOOR | UNIT ELEVATIONS |
|----------|------------------|-----------------|
| I-501 | 11.00 | 11.00 |
| I-401 | 11.00 | 11.00 |
| I-402 | 11.00 | 11.00 |
| I-502 | 11.00 | 11.00 |
| I-701 | 11.00 | 11.00 |
| I-702 | 11.00 | 11.00 |
| I-801 | 11.00 | 11.00 |
| I-802 | 11.00 | 11.00 |
| I-901 | 11.00 | 11.00 |
| I-902 | 11.00 | 11.00 |
| I-1001 | 11.00 | 11.00 |
| I-1002 | 11.00 | 11.00 |
| I-1101 | 11.00 | 11.00 |
| I-1102 | 11.00 | 11.00 |
| I-1201 | 11.00 | 11.00 |
| I-1202 | 11.00 | 11.00 |
| I-1301 | 11.00 | 11.00 |
| I-1302 | 11.00 | 11.00 |

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

NOTE: UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

| UNIT NO. | UNFINISHED CEILING | UNIT ELEVATIONS |
|----------|--------------------|-----------------|
| I-501 | 11.00 | 11.00 |
| I-401 | 11.00 | 11.00 |
| I-402 | 11.00 | 11.00 |
| I-502 | 11.00 | 11.00 |
| I-701 | 11.00 | 11.00 |
| I-702 | 11.00 | 11.00 |
| I-801 | 11.00 | 11.00 |
| I-802 | 11.00 | 11.00 |
| I-901 | 11.00 | 11.00 |
| I-902 | 11.00 | 11.00 |
| I-1001 | 11.00 | 11.00 |
| I-1002 | 11.00 | 11.00 |
| I-1101 | 11.00 | 11.00 |
| I-1102 | 11.00 | 11.00 |
| I-1201 | 11.00 | 11.00 |
| I-1202 | 11.00 | 11.00 |
| I-1301 | 11.00 | 11.00 |
| I-1302 | 11.00 | 11.00 |

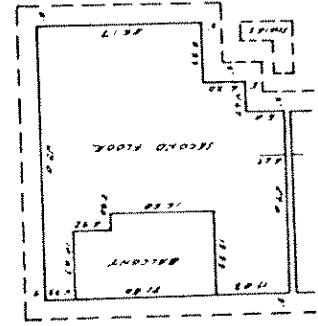
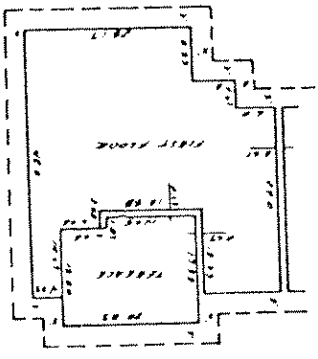
UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

UNITS I-501, 401, 402, 501, 502, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302

BOUNDARY OF EXHIBITION UNIT
SHOWN BY DASHED LINE
ELEVATIONS OF THE FLOOR AND CEILING ARE
AS SHOWN IN THE TABLE AND ARE
EXPANDED IN FEET

150 N. 11th St. - 1st Floor
150 N. 11th St. - 2nd Floor

GRAPHIC SCALE IN FEET



OFF REC 923 PG 1947

67

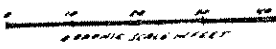
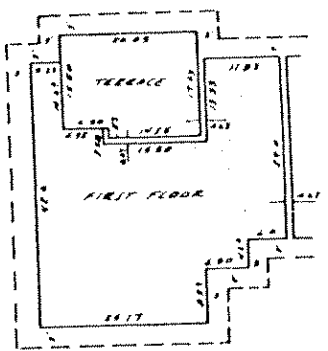
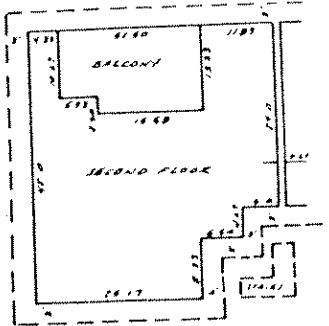
TIMBER CREEK CONDOMINIUMS No. One

CONDOMINIUM BOOK 9 PAGE 12

SHEET 5 OF 7 SHEETS

EXHIBIT F

UNITS I-303, 403, 404, 503, 504, 603, 604, 707, 708, 803, 804, 907, 908, 1003, 1004, 1107, 1108, 1207, 1208, 1303.



UNIT ELEVATIONS

| UNIT NO. | UNFINISHED FLOOR |
|----------|------------------|
| I-303 | 21.00 |
| I-403 | 24.75 |
| I-404 | 24.85 |
| I-503 | 24.00 |
| I-504 | 24.00 |
| I-603 | 24.75 |
| I-604 | 24.75 |
| I-707 | 24.75 |
| I-708 | 24.75 |
| I-803 | 24.75 |
| I-804 | 24.75 |
| I-907 | 24.75 |
| I-908 | 24.75 |
| I-1003 | 24.75 |
| I-1004 | 24.75 |
| I-1107 | 24.75 |
| I-1108 | 24.75 |
| I-1207 | 24.75 |
| I-1208 | 24.75 |
| I-1303 | 24.75 |

UNITS
UNFINISHED CEILING OR THE HORIZONTAL OR SLOPING PLANE OF AN UNDECORATED CATHEDRAL CEILING WILL BE GIVEN ELEVATIONS ONLY DUE TO CONFIGURATION OF DESIGN.

UNIT ELEVATIONS

| UNIT NO. | UNFINISHED FLOOR | UNFINISHED CEILING |
|----------|------------------|--------------------|
| I-303 | 21.00 | 21.00 |
| I-403 | 24.75 | 24.75 |
| I-404 | 24.85 | 24.85 |
| I-503 | 24.00 | 24.00 |
| I-504 | 24.00 | 24.00 |
| I-603 | 24.75 | 24.75 |
| I-604 | 24.75 | 24.75 |
| I-707 | 24.75 | 24.75 |
| I-708 | 24.75 | 24.75 |
| I-803 | 24.75 | 24.75 |
| I-804 | 24.75 | 24.75 |
| I-907 | 24.75 | 24.75 |
| I-908 | 24.75 | 24.75 |
| I-1003 | 24.75 | 24.75 |
| I-1004 | 24.75 | 24.75 |
| I-1107 | 24.75 | 24.75 |
| I-1108 | 24.75 | 24.75 |
| I-1207 | 24.75 | 24.75 |
| I-1208 | 24.75 | 24.75 |
| I-1303 | 24.75 | 24.75 |

NOTES

1. 100000
2. BOUNDARY OF CONDOMINIUM UNIT (SOLID LINE) COMMON ELEMENT (DASHED LINE)
3. THE ELEVATION OF THE FLOOR AND CEILING ARE V.S. M.S.L., MEAN SEA LEVEL DATUM AND ARE EXPRESSED IN FEET.

SEE SHEET 3 FOR UNIT 1004
AND SHEET 4 FOR UNIT 1003
AND SHEET 5 FOR UNIT 1004

EXHIBIT F
SHEET 6 OF 8 SHEETS

OFF REC 928 PG 1948

68

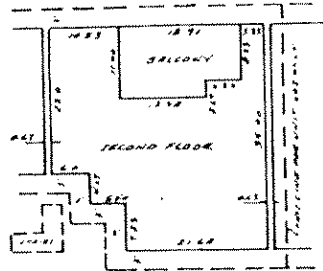
TIMBER CREEK CONDOMINIUMS

No. One

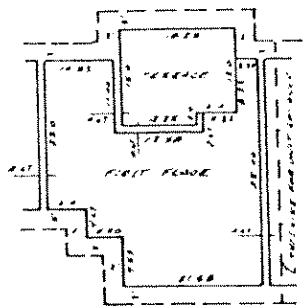
SHEET 6 OF 7 SHEETS

EXHIBIT F

UNITS I - 601, 602, 705, 706, 905, 906, 1105, 1106, 1205, 1206.

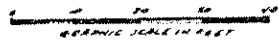


| UNIT ELEVATIONS | | NOTES |
|-----------------|------------------|--|
| UNIT NO. | UNFINISHED FLOOR | UNFINISHED CEILING OR THE HORIZONTAL OR SLOPING PLANES OF THE UNDECORATED CATHEDRAL CEILING(S) WILL APPLY. ELEVATIONS MAY VARY DUE TO CONFIGURATION OF DESIGN. |
| I-602 | 25.00 | |
| I-706 | 26.00 | |
| I-906 | 26.00 | |
| I-1106 | 27.20 | |
| I-1206 | 28.50 | |



| UNIT ELEVATIONS | | |
|-----------------|------------------|--------------------|
| UNIT NO. | UNFINISHED FLOOR | UNFINISHED CEILING |
| I-601 | 18.00 | 26.00 |
| I-705 | 17.50 | 26.50 |
| I-905 | 17.50 | 26.50 |
| I-1105 | 19.50 | 27.50 |
| I-1205 | 20.00 | 28.00 |

NOTES:
 1. DASHED LINE INDICATES THE BOUNDARY OF INDIVIDUAL CONDOMINIUM UNITS.
 2. THE ELEVATIONS OF THE BALCONY AND CEILING ARE NOT TO BE USED FOR ANY OTHER PURPOSE AND ARE REPEATED IN SHEET 7.



1.20 INCHES EQUAL 1 FOOT
 1/8" = 1/4" = 1/2" = 3/4" = 1"

OFF REC 528 PG 1949

EXHIBIT F
SHEET 7 OF 8 SHEETS

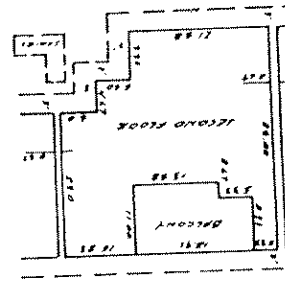
TIMBER CREEK CONDOMINIUMS

No. 010

UNITS I - 703, 704, 903, 904, 1103, 1104, 1203, 1204

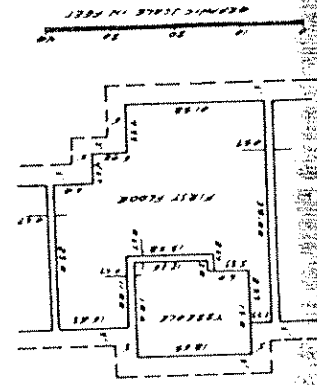
NOTE
UNFINISHED CEILING AT THE HORIZONTAL OR SLABING PLANS OF THE UNDERSLOATED CATHEDRAL CEILING WILL BE SET IN ELEVATIONS AS NOTED TO CORRESPOND WITH DESIGN.

| UNIT NO. | UNFINISHED FLOOR | UNFINISHED CEILING |
|----------|------------------|--------------------|
| I - 704 | 22.91 | 25.50 |
| I - 904 | 25.00 | 27.50 |
| I - 1104 | 27.20 | 29.80 |
| I - 1204 | 28.50 | 31.00 |



NOTE
I LEGEND
BOUNDARY OF CONDOMINIUM UNITS
UNFINISHED COMMON ELEMENTS
I THE ELEVATIONS OF THE FLOOR AND CEILING ARE OF THE DESIGN AND NOT OF THE ARCHITECT'S DESIGN AND ARE EXPRESSED IN FEET

| UNIT NO. | UNFINISHED FLOOR | UNFINISHED CEILING |
|----------|------------------|--------------------|
| I - 703 | 17.50 | 25.50 |
| I - 903 | 19.50 | 27.50 |
| I - 1103 | 21.50 | 29.50 |
| I - 1203 | 23.00 | 31.00 |



150 MILLS & ASSOCIATES
520 - 8TH AVENUE
PALM BEACH, FLORIDA

OFF REC 928 PG 1950

EXHIBIT F
SHEET 8 OF 8 SHEETS

2: Exhibit H to the Declaration shall be deleted in its entirety and shall be replaced by the following:

EXHIBIT H
TO DECLARATION OF CONDOMINIUM OF
TIMBER CREEK CONDOMINIUM NO. ONE

| Model | Unit Designation | Percentage of Common Elements |
|---------|------------------|-------------------------------|
| Arbor | I-301 | 1.8518% |
| Arbor | I-303 | 1.8518% |
| Arbor | I-401 | 1.8518% |
| Fairway | I-402 | 1.8518% |
| Arbor | I-403 | 1.8518% |
| Fairway | I-404 | 1.8518% |
| Arbor | I-501 | 1.8518% |
| Fairway | I-502 | 1.8518% |
| Arbor | I-503 | 1.8518% |
| Fairway | I-504 | 1.8518% |
| Cypress | I-601 | 1.6462% |
| Oakwood | I-602 | 1.6462% |
| Arbor | I-603 | 1.8518% |
| Fairway | I-604 | 1.8518% |
| Arbor | I-701 | 1.8518% |
| Fairway | I-702 | 1.8518% |
| Cypress | I-703 | 1.6462% |
| Oakwood | I-704 | 1.6462% |
| Cypress | I-705 | 1.6462% |
| Oakwood | I-706 | 1.6462% |
| Arbor | I-707 | 1.8518% |
| Fairway | I-708 | 1.8518% |
| Arbor | I-801 | 1.8518% |
| Fairway | I-802 | 1.8518% |
| Arbor | I-803 | 1.8518% |
| Fairway | I-804 | 1.8518% |
| Arbor | I-901 | 1.8518% |
| Fairway | I-902 | 1.8518% |
| Cypress | I-903 | 1.6462% |
| Oakwood | I-904 | 1.6462% |
| Cypress | I-905 | 1.6462% |
| Oakwood | I-906 | 1.6462% |
| Arbor | I-907 | 1.8518% |
| Fairway | I-908 | 1.8518% |

| | | |
|---------|--------|---------|
| Arbor | I-1001 | 1.8518% |
| Fairway | I-1002 | 1.8518% |
| Arbor | I-1003 | 1.8518% |
| Fairway | I-1004 | 1.8518% |
| Arbor | I-1101 | 1.8518% |
| Fairway | I-1102 | 1.8518% |
| Cypress | I-1103 | 1.6462% |
| Oakwood | I-1104 | 1.6462% |
| Cypress | I-1105 | 1.6462% |
| Oakwood | I-1106 | 1.8518% |
| Arbor | I-1107 | 1.8518% |
| Fairway | I-1108 | |
| | | 1.8518% |
| Arbor | I-1201 | 1.8518% |
| Fairway | I-1202 | 1.6462% |
| Cypress | I-1203 | 1.6462% |
| Oakwood | I-1204 | 1.6462% |
| Cypress | I-1205 | 1.6462% |
| Oakwood | I-1206 | 1.8518% |
| Arbor | I-1207 | 1.8518% |
| Fairway | I-1208 | |
| | | 1.8518% |
| Arbor | I-1301 | 1.8518% |
| Arbor | I-1303 | |

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Declaration of Condominium of Timber Creek Condominium No. One on the day and year first above written.

Signed, sealed and delivered
in the present of:

Nancy Cook
John Deffen

S.R. DEVELOPMENT COMPANY, LTD.
a Florida limited partnership

By SANTA ROSA GOLF PROPERTIES, INC.,
A Florida corporation,
its General Partner

By: Philip Galvagno
Attest: Michael Gray

O.R. 1274 PG 3654