

Prepared by and return to:
Telese Brown McKay, Esq.
Icard Merrill et al.
2033 Main Street, Suite 600
Sarasota, FL 34237

NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER THE MARKETABLE RECORD TITLE ACT

Notice of PINEHURST COMMON FACILITIES ASSOCIATION, INC. under §720.3032, Florida Statutes, and notice to preserve and protect covenants and restrictions from extinguishment under the Marketable Record Title Act, Chapter 712 Florida Statutes.

Instructions to recorder:

Please index both the legal name of the association and the names shown in Item 3.

1. The legal name of the entity filing this Notice is **PINEHURST COMMON FACILITIES ASSOCIATION, INC.** (the "Association"), a Florida corporation not-for-profit, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on September 16, 1992.

2. The mailing and physical address of the Association is Oak Run Drive, Sarasota, Florida 34243.

3. The Association is the corporation formed for the primary purpose of owning, improving, maintaining and managing the land commonly known as Pinehurst Common Facilities, and was originally created to oversee the Common Properties, including roads, lakes, drainage/retention facilities, entrance signs and recreational facilities.

4. The name, address and telephone number of the Association's current management office is: Argus Property Management Inc., 2477 Stickney Point Rd. Suite 118A, Sarasota, Florida 34231, (941) 927-6464.

5. This notice does constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting the community which the Association desired to be preserved from extinguishment:

Declaration of Covenants and Restrictions for Pinehurst, as amended from time to time, recorded in Official Records Book 1390 Page 6913 et seq. of the Public Records of Manatee County, Florida, and subsequent amendments recorded relating back thereto.

7. The legal description of the property within the community affected by the listed restrictions is described in Exhibits "A" and "C" of the Declaration, which are attached hereto, as well as property further added to the community pursuant to that certain Supplemental Declaration to the Declaration of Covenants and Restrictions for Pinehurst dated January 19,

1993, the Supplemental Declaration to the Declaration of Covenants and Restrictions for Pinehurst recorded in Official Records Book 1436 Pages 3952-3957 of the Public Records of Manatee County, Florida, and the Supplemental Declaration to the Declaration of Covenants and Restrictions for Pinehurst recorded in Official Records Book 1443 Pages 4544-4547 of the Public Records of Manatee County, Florida, all of which are collectively which are attached hereto as Exhibit "A."

8. The undersigned hereby state that, the members of the Association Board of Directors did vote at a Board meeting on MAY 20, 2021, to preserve the Declaration of Covenants and Restrictions for Pinehurst, as amended from time to time.

This notice is hereby filed on behalf of Pinehurst Common Facilities Association, Inc. as of this 20 day of MAY, 2021.

WITNESSES:

PINEHURST COMMON FACILITIES ASSOCIATION, INC.,
A Florida not-for-profit Corporation

G. Pizzoferrato
Print Name: G. Pizzoferrato

By: Doris E. Stanek
DORIS E STANEK Assoc. President

Robert Davis
Print Name: ROBERT DAVIS

STATE OF FLORIDA
COUNTY OF MANATEE

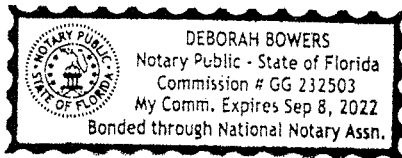
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of MAY, 2021, by Doris Stanek, President of Pinehurst Common Facilities Association, Inc., a Florida not-for-profit Corporation. He/she is personally known to me or has produced _____ as identification.

Deborah Bowers
Signature of Notary Public

Print Name Deborah Bowers

Title or Rank _____

Serial Number _____



[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

WITNESSES:

PINEHURST COMMON FACILITIES
ASSOCIATION, INC.,
A Florida not-for-profit Corporation

Robert Davis
Print Name: ROBERT DAVIS

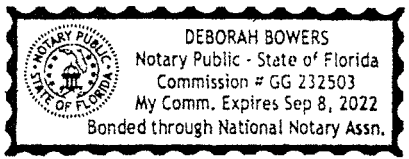
By: *Scott A. Greenwood*
Scott A. Greenwood, Assoc. Secretary

G. Pizzoferrato
Print Name: G. Pizzoferrato

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of May, 2021, by Scott A. Greenwood Secretary of Pinehurst Common Facilities Association, Inc., a Florida not-for-profit Corporation. He/she is personally known to me or has produced FL Drivers License as identification.

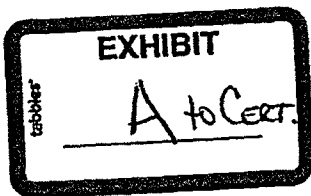
Deborah Bowers
Signature of Notary Public
Print Name Deborah Bowers



Title or Rank

Serial Number

EXHIBIT "A"
TO
DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR PINEHURST
LEGAL DESCRIPTION OF PROPERTIES



OR 1390 PG 6944

Exhibit "A"

Parcel I (Consisting of Proposed Phases A, B, C, D, E and G; and Tract B & E)

SECTION ONE - PHASE A

Two tracts of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 399.89 feet to the southerly right of way line of Oak Run (a 74 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the Public Records of Manatee County, Florida for the POINT OF BEGINNING; thence continue S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 450.06 feet; thence N.89°39'19"E. a distance of 128.91 feet to a point on a curve of which the radius point lies N.80°17'34"E a radial distance of 160.00 feet; thence southeasterly along the arc through a central angle of 05°18'01" a distance of 14.80 feet; thence N.89°39'19"E. a distance of 132.67 feet; thence N.16°46'42"W. a distance of 49.59 feet; thence N.25°14'43"E. a distance of 173.82 feet to the easterly point of the southernmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the aforementioned Public Records (the following three calls are among the lines of said condominiums); thence S.89°05'41"W. a distance of 133.55 feet to a point on a curve of which the radius point lies N.70°12'18"W. a radial distance of 270.00 feet; thence northeasterly and northwesterly along the arc through a central angle of 27°08'21" a distance of 127.89 feet; thence N.07°20'39"W. a distance of 160.33 feet to the aforementioned southerly right of way line of Oak Run; thence S.82°29'53"W. along said southerly right of way line a distance of 188.59 feet to the POINT OF BEGINNING; LESS Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 399.89 feet to the southerly right of way line of Oak Run (a 74 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the Public Records of Manatee County, Florida for the POINT OF BEGINNING; thence continue S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 303.26 feet; thence N.89°39'19"E. a distance of 71.98 feet to the P.C. of a curve to the left having a central angle of 127°23'18" and a radius of 35.00 feet; thence northeasterly and northwesterly along the arc a distance of 77.82 feet to the P.R.C. of a curve to the right having a central angle of 58°21'06" and a radius of 18.00 feet; thence northerly along the arc a distance of 18.33 feet to the P.R.C. of a curve to the left having a central angle of 27°59'33" and a radius of 170.00 feet; thence northerly along the arc a distance of 83.06 feet; thence N.07°20'39"W. a distance of 160.22 feet to the to the aforementioned southerly right of way line of Oak Run thence S.82°29'53"W. along said southerly right of way line a distance of 88.42 feet to the POINT OF BEGINNING. Containing 1.715 acres.

TOGETHER WITH

BEGIN at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S.88°04'54"E. along the easterly extension of the southerly line of said condominium a distance of 139.91 feet; thence N.01°55'06"E. a distance of 108.09 feet to the southerly right of way line of Oak Run (a 50 foot wide public

right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the Public Records of Manatee County, Florida; thence N.88°04'54"W. along said southerly right of way line a distance of 139.91 feet to the northeasterly corner of the aforementioned PINEHURST Condominium; thence S.01°55'06"W. along the easterly line of said condominium a distance of 108.09 feet to the POINT OF BEGINNING. Containing 0.347 of an acre.

SECTION ONE - PHASE B

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

BEGIN at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida (the following two calls are along the southerly line of said condominium); thence N.88°04'54"W. a distance of 93.25 feet; thence S.77°37'58"W. a distance of 149.94 feet; thence S.00°00'00"W. a distance of 336.87 feet; thence S.46°30'22"E. a distance of 207.94 feet to the P.C. of a curve to the right having a central angle of 86°03'02" and a radius of 31.00 feet; thence southeasterly and southwesterly along the arc a distance of 46.56 feet; thence S.39°32'40"W. a distance of 28.37 feet; thence S.63°26'11"E. a distance of 166.06 feet; thence N.75°26'52"E. a distance of 61.45 feet; thence N.01°31'32"W. a distance of 245.07 feet; thence N.07°11'34"W. a distance of 139.56 feet; thence S.90°00'00"W. a distance of 13.08 feet to the P.C. of a curve to the right having a central angle of 70°14'57" and a radius of 44.70 feet; thence northwesterly along the arc a distance of 54.80 feet to the P.C.C. of a curve to the right having a central angle of 70°37'11" and a radius of 194.00 feet; thence northwesterly and northeasterly along the arc a distance of 239.11 feet; thence N.88°04'54"W. a distance of 84.77 feet to the POINT OF BEGINNING; Containing 3.736 acres.

SECTION ONE - PHASE C

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S.88°04'54"E. along the easterly extension of the southerly line of said condominium a distance of 209.21 feet to the POINT OF BEGINNING; thence S.07°48'43"E. a distance of 136.66 feet; thence S.65°38'53"E. a distance of 121.08 feet to a point on a curve of which the radius point lies N.73°57'29"W. a radial distance of 179.64 feet; thence southwesterly along the arc through a central angle of 18°20'26" a distance of 57.50 feet to the P.C.C. of a curve to the right having a central angle of 02°23'43" and a radius of 310.90 feet; thence southwesterly along the arc a distance of 13.00 feet; thence N.65°38'53"W. a distance of 117.51 feet; thence S.66°53'52"W. a distance of 107.63 feet; thence S.90°00'00"W. a distance of 20.26 feet; thence S.07°11'34"E. a distance of 139.56 feet; thence S.01°31'32"E. a distance of 245.07 feet; thence N.75°26'52"E. a distance of 67.15 feet; thence N.50°46'40"E. a distance of 94.77 feet to a point on a curve of which the radius point lies N.42°25'51"E. a radial distance of 60.00 feet; thence northwesterly and northeasterly along the arc through a central angle of 109°04'52" a distance of 114.23 feet; thence N.61°30'43"E. a distance of 109.34 feet to the P.C. of a curve to the right having a central angle of 72°03'14" and a radius of 75.00 feet; thence northeasterly and southeasterly along the arc a distance of 94.32 feet; thence N.52°29'55"E. a distance of 178.64 feet; thence N.60°03'39"W. a distance of 65.12 feet; thence N.10°28'58"W. a distance of 361.12 feet; thence N.30°25'00"E. a distance of 42.74 feet to the southernmost corner of the southerly parcel of PINEHURST, Section III, a Condominium recorded in Condominium Book 19, Pages 178 through 180 of the Public Records of Manatee County, Florida; thence N.16°51'29"W. along the westerly line of said parcel a distance of 46.47 feet; thence N.89°55'13"W. a distance of 3.32 feet; thence N.50°50'04"W. a distance of 94.87 feet to the southerly right of way line of Oak Run (a 50 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the aforementioned Public Records, said point being a point on a curve of which the radius point lies N.53°22'21"W. a radial distance of 290.00 feet; thence southwesterly along said right of way line and along the arc through a central angle of 34°06'19" a distance of 172.62 feet; thence S.17°36'55"E. a distance of 107.62 feet; thence S.72°23'05"W. a distance of 78.55 feet to the POINT OF BEGINNING. Containing 4.507 acres.

SECTION ONE - PHASE D

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 849.95 feet to the POINT OF BEGINNING; thence N.89°39'19"E. a distance of 128.91 feet to a point on a curve of which the radius point lies N.80°17'34"E a radial distance of 160.00 feet; thence southeasterly along the arc through a central angle of 05°18'01" a distance of 14.80 feet; thence N.89°39'19"E. a distance of 132.67 feet; thence S.44°21'51"E. a distance of 198.86 feet to the P.C. of a curve to the left having a central angle of 96°05'29" and a radius of 73.00 feet; thence southeasterly and northeasterly along the arc a distance of 122.43 feet; thence N.39°32'40"E. a distance of 12.25 feet; thence S.63°26'11"E. a distance of 166.06 feet; thence N.75°26'52"E. a distance of 61.45 feet; thence S.09°14'04"E. a distance of 122.95 feet; thence S.70°02'39"W. a distance of 5.14 feet to the P.C. of a curve to the right having a central angle of 35°12'39" and a radius of 280.00 feet; thence southwesterly and northwesterly along the arc a distance of 172.07 feet; thence N.74°44'42"W. a distance of 24.25 feet to the P.C. of a curve to the left having a central angle of 08°09'34" and a radius of 1006.47 feet; thence northwesterly along the arc a distance of 143.33 feet; thence N.82°54'16"W. a distance of 51.26 feet to the P.C. of a curve to the right having a central angle of 49°08'24" and a radius of 200.00 feet; thence northwesterly along the arc a distance of 171.53 feet; thence S.90°00'00"W. a distance of 216.20 feet to the aforementioned westerly line of the N.E. 1/4 of the S.E. 1/4 of Section 28; thence N.00°20'41"W. along said westerly line a distance of 202.13 feet to the POINT OF BEGINNING. Containing 2.935 acres.

SECTION ONE - PHASE E

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeast corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°04'48"W. along the easterly line of said S.E. 1/4 a distance of 743.60 feet to the POINT OF BEGINNING; thence continue S.00°04'48"W. along said easterly line a distance of 299.85 feet; thence S.90°00'00"W. a distance of 193.30 feet to a point on a curve of which the radius point lies N.50°00'47"W. a radial distance of 214.00 feet; thence southwesterly along the arc through a central angle of 35°27'39" a distance of 132.45 feet; thence S.75°26'52"W. a distance of 210.86 feet to the P.C. of a curve to the left having a central angle of 05°24'13" and a radius of 509.25 feet; thence southwesterly along the arc a distance of 48.03 feet; thence S.70°02'39"W. a distance of 22.91 feet; thence N.09°14'04"W. a distance of 122.95 feet; thence N.75°26'52"E. a distance of 67.15 feet; thence N.50°46'40"E. a distance of 94.77 feet to a point on a curve of which the radius point lies N.42°25'51"E. a radial distance of 36.73 feet; thence southeasterly and northeasterly along the arc through a central angle of 70°21'32" a distance of 45.11 feet; thence N.62°04'19"E. a distance of 130.06 feet to the P.C. of a curve to the left having a central angle of 36°52'12" and a radius of 103.22 feet; thence northeasterly along the arc a distance of 66.42 feet to the P.C.C. of a curve to the left having a central angle of 71°38'11" and a radius of 30.23 feet; thence northeasterly and northwesterly along the arc a distance of 37.80 feet; thence N.52°29'55"E. a distance of 178.64 feet; thence N.90°00'00"E. a distance of 119.56 feet to the POINT OF BEGINNING. Containing 2.795 acres.

SECTION ONE - PHASE G

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeasterly corner of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida, said point being a point on the southerly right of way line of Oak Run (a 50 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of said Public Records (the following three calls are along said southerly right of way line); thence S.88°04'54"E. a distance of 139.91 feet to the POINT OF BEGINNING; thence continue S.88°04'54"E. a distance of 2.54 feet to the P.C. of a curve to the left having a central angle of 21°11'07" and a radius of 290.00 feet; thence southeasterly and northeasterly along the arc a distance of 107.23 feet; thence S.17°36'55"E. a distance of 107.62 feet; thence S.72°23'05"W. a distance of 78.55 feet; thence N.88°04'54"W. a distance of 69.30 feet; thence N.01°55'06"E. a distance of 108.09 feet to the POINT OF BEGINNING. Containing 0.323 of an acre.

DESCRIPTION
TRACT B

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 849.95 feet to the POINT OF BEGINNING: thence N.89°39'19"E. a distance of 128.91 feet to a point on a curve of which the radius point lies N.80°17'34"E. a radial distance of 160.00 feet; thence southeasterly along the arc through a central angle of 20°02'17" a distance of 55.96 feet; thence S.29°44'43"E. a distance of 22.74 feet to the P.C. of a curve to the right having a central angle of 11°00'15" and a radius of 353.35 feet; thence southeasterly along the arc a distance of 67.86 feet; thence S.18°44'28"E. a distance of 23.31 feet to the P.C. of a curve to the left having a central angle of 64°09'48" and a radius of 200.00 feet; thence southeasterly along the arc a distance of 223.97 feet; thence S.82°54'16"E. a distance of 51.26 feet to the P.C. of a curve to the right having a central angle of 08°09'34" and a radius of 1006.47 feet; thence southeasterly along the arc a distance of 143.33 feet; thence S.74°44'42" E. a distance of 24.25 feet to the P.C. of a curve to the left having a central angle of 35°12'39" and a radius of 280.00 feet; thence southeasterly and northeasterly along the arc a distance of 172.07 feet; thence N.70°02'39"E. a distance of 28.05 feet to the P.C. of a curve to the right having a central angle of 01°55'09" and a radius of 509.25 feet; thence northeasterly along the arc a distance of 17.06 feet; thence N.10°00'00"W. a distance of 244.73 feet; thence S.87°08'04"W. a distance of 20.00 feet; thence N.24°40'24"W. a distance of 110.55 feet to a point on a curve of which the radius point lies N.00°47'03"E. a radial distance of 330.90 feet; thence southeasterly and northeasterly along the arc through a central angle of 36°34'25" a distance of 211.22 feet; thence N.54°12'38"E. a distance of 35.96 feet to the P.C. of a curve to the right having a central angle of 76°27'43" and a radius of 151.95 feet; thence northeasterly and southeasterly along the arc a distance of 202.78 feet to the P.C.C. of a curve to the right having a central angle of 16°14'28" and a radius of 194.00 feet; thence southeasterly along the arc a distance of 54.99 feet; thence N.45°00'00"E. a distance of 120.46 feet; thence S.89°55'12"E. a distance of 110.00 feet to a point on the easterly line of the S.E. 1/4 of said Section 28 which lies 715.00 feet S.00°04'48"W of the northeast corner of said S.E. 1/4; thence S.00°04'48"W. along said easterly line a distance of 603.79 feet to the southerly line of the N.E. 1/4 of the S.E. 1/4

said Section; thence S.88°54'41"W. along said southerly line a distance of 1319.76 feet to the westerly line of said N.E. 1/4; thence N.00°20'41"W. along said westerly line a distance of 476.98 feet to the POINT OF BEGINNING.
Containing 11.701 acres.

Hostetleter Land Surveying
4523 30th Street West, Suite 511
Bradenton, Fl 34207
Drawing No. 010-001s
February 12, 1992

NR 1390 PG 6953

DESCRIPTION
TRACT E

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 663.28 feet; thence N.89°05'41"E. a distance of 880.34 feet; thence S.65°38'53"E. a distance of 56.30 feet to a point on a curve of which the radius point lies N.53°13'20"W. a radial distance of 310.90 feet; thence northeasterly along the arc through a central angle of 02°23'44" a distance of 13.00 feet to the P.C.C. of a curve to the left having a central angle of 05°08'46" and a radius of 179.64 feet; thence northeasterly along the arc a distance of 16.13 feet to the POINT OF BEGINNING: thence continue northeasterly along said arc through a central angle of 14°41'30" a distance of 46.06 feet to the P.C.C. of a curve to the left having a central angle of 15°03'29" and a radius of 324.98 feet; thence northeasterly and northwesterly along the arc a distance of 85.41 feet; thence N.00°30'48"W. a distance of 94.31 feet to the P.C. of a curve to the left having a central angle of 18°06'30" and a radius of 423.89 feet; thence northwesterly along the arc a distance of 133.97 feet to the P.C.C. of a curve to the left having a central angle of 99°14'24" and a radius of 25.00 feet; thence northwesterly and southwesterly along the arc a distance of 43.30 feet to the southerly right of way line of Oak Run (a 50 foot wide public right of way also known as 47th Street East), said point being a point on a curve of which the radius point lies N.27°51'42"W. a radial distance of 290.00 feet; thence northeasterly along said right of way line and along the arc through a central angle of 25°30'38" a distance of 129.12 feet; thence S.50°50'04"E. a distance of 94.87 feet; thence S.11°00'00"E. a distance of 347.00 feet; thence S.60°00'00"W. a distance of 96.04 feet; thence S.89°05'41"W a distance of 122.95 feet to the POINT OF BEGINNING. Containing 1.457 acres.

Hostetler Land Surveying
4523 30th Street West, Suite 511
Bradenton, Fl 34207
Drawing No. 010-001s
February 12, 1992

EXHIBIT "C"
TO
DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR PINEHURST
INITIAL COMMON PROPERTIES

Exhibit "C"

SANITARY SEWER & WATER EASEMENT (LIFT STATION - SOUTH)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 832.50 feet; thence N.89°39'19"E. a distance of 700.34 feet to the POINT OF BEGINNING; thence S.08°51'49"W. a distance of 25.92 feet; thence S.09°14'04"E. a distance of 321.43 feet to the POINT OF TERMINATION of said centerline.

SANITARY SEWER & WATER EASEMENT (lying in SECTION ONE - PHASE C and LAKE TRACT 1)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S.88°04'54"E. along the easterly extension of the southerly line of said condominium a distance of 153.53; thence S.01°55'06"W. a distance of 12.57 feet to the POINT OF BEGINNING; thence S.82°18'47"E. a distance of 206.88 feet to the POINT OF TERMINATION of said centerline.

STORM SEWER EASEMENT (LAKE TRACT 1 TO LAKE TRACT 2)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 676.89 feet; thence N.89°39'19"E. a distance of 105.87 feet to the POINT OF BEGINNING; Thence S.59°51'04"E. a distance of 191.56 feet to the POINT OF TERMINATION of said centerline.

STORM SEWER EASEMENT (LAKE TRACT 2 TO LAKE TRACT 3)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 994.11 feet; thence N.89°39'19"E. a distance of 519.21 feet to the POINT OF BEGINNING; thence S.63°26'11"E. a distance of 166.06 feet; thence N.75°26'52"E. a distance of 128.60 feet; thence N.50°46'40"E. a distance of 94.77 feet to the POINT OF TERMINATION of said centerline.

STORM SEWER EASEMENT (LAKE TRACT 4 TO LAKE TRACT 5)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S.88°04'54"E. along the easterly extension of the southerly line of said condominium a distance of 209.21 feet; thence S.07°48'43"E. a distance of 109.42 feet to the POINT OF BEGINNING; thence N.81°03'50"E. a distance of 264.72 feet to the POINT OF TERMINATION of said centerline.

STORM SEWER EASEMENT (LAKE TRACT 5 TO LAKE TRACT 3)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the northeast corner of the N.E. 1/4 of the S.E. 1/4 of said section 28; thence S.00°04'48"W. along the easterly line of said Section a distance of 743.60 feet; thence S.90°00'00"W. a distance of 119.56 feet to the POINT OF BEGINNING; thence S.52°29'55"W. a distance of 178.64 feet to the POINT OF TERMINATION of said centerline.

STORM SEWER EASEMENT (LAKE TRACT 2 TO THE NORTHEAST)

A 20 foot wide strip of land lying in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, said strip being 10 feet on either side of the following described centerline:

Commence at the easterly point of the southernmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida (the following two calls are along the lines of said condominium); thence N.00°00'00"E. a distance of 198.06 feet; thence N.77°37'58"E. a distance of 136.99 feet to the POINT OF BEGINNING; thence S.14°48'35"E. a distance of 6.03 feet; thence S.56°25'19"W. a distance of 90.26 feet to the POINT OF TERMINATION of said centerline.

INGRESS - EGRESS, UTILITY AND DRAINAGE EASEMENT

A 20 foot wide easement for ingress - egress AND a 40 foot wide easement for utilities and drainage in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, the centerline of which is described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 362.60 feet to the centerline of Oak Run (a 74 foot wide public right of way also known as 47th Street East); thence N.82°29'53"E. along said centerline a distance of 194.05 feet to the POINT OF BEGINNING: (the following 2 calls are through PINEHURST, Section II, Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida); thence S.07°20'39"E. a distance of 197.36 feet to the P.C. of a curve to the right having a central angle of 26°22'04" and a radius of 280.00 feet; thence southeasterly and southwesterly along the arc a distance of 128.86 feet to the southerly line of said condominium; thence continue southwesterly along said arc through a central angle of 11°40'36" a distance of 57.06 feet; thence S.30°42'01" W. a distance of 39.37 feet to the P.C. of a curve to the left having a central angle of 60°26'44" and a radius of 150.00 feet; thence southwesterly and southeasterly along the arc a distance of 158.25 feet; thence S.29°44'43"E. a distance of 22.74 feet to the P.C. of a curve to the right having a central angle of 11°00'15" and a radius of 363.35 feet; thence southeasterly along the arc a distance of 69.78 feet; thence S.18°44'28"E a distance of 23.31 feet to the P.C. of a curve to the left having a central angle of 64°09'48" and a radius of 190.00 feet; thence southeasterly along the arc a distance of 212.77 feet; thence S.82°54'16"E. a distance of 51.26 feet to the P.C. of a curve to the right having a central angle of 08°09'34" and a radius of 1016.47 feet; thence southeasterly along the arc a distance of 144.76 feet; thence S.74°44'42"E. a distance of 24.25 feet to the P.C. of a curve to the left having a central angle of 35°12'39" and a radius of 270.00 feet; thence southeasterly and northeasterly along the arc a distance of 165.93 feet; thence N.70°02'39"E. a distance of 28.05 feet to the P.C. of a curve to the right having a central angle of 05°24'13" and a radius of 519.25 feet; thence northeasterly along the arc a distance of 48.97 feet; thence N.75°26'52"E. a distance of 210.86 feet to the P.C. of a curve to the left having a central angle of 124°46'31" and a radius of 204.00 feet; thence northeasterly and northwesterly along the arc a distance of 444.26 feet to a point hereinafter referred to as CENTERLINE POINT A; thence N.49°19'32"W. a distance of 33.87 feet to the P.C. of a curve to the right having a central angle of 48°48'44" and a radius of 255.00 feet; thence northwesterly along the arc a distance of 217.24 feet to a point hereinafter referred to as CENTERLINE POINT B; thence N.00°30'48"W. a distance of 94.31 feet to the P.C. of a curve to the left having a central angle of 25°53'41" and a radius of 433.89 feet; thence northwesterly along the arc a distance of 196.10 feet to the aforementioned centerline of Oak Run for a point hereinafter referred to as CENTERLINE POINT D and the POINT OF TERMINATION.

AND BEGIN at the aforementioned CENTERLINE POINT A, said point being a point on a curve of which the radius point lies S.40°40'21"W. a radial distance of 161.95 feet; thence northwesterly and southwesterly along the arc through a central angle of 76°27'43" a distance of 216.12 feet; thence S.54°12'38"W. a distance of 35.96 feet to a point hereinafter referred to as CENTERLINE POINT C, said point being the P.C. of a curve

to the right having a central angle of $36^{\circ}34'25''$ and a radius of 320.90 feet; thence southwesterly and northwesterly along the arc a distance of 204.84 feet to the P.C.C. of a curve to the right having a central angle of $109^{\circ}49'32''$ and a radius of 195.00 feet; thence northwesterly and northeasterly along the arc a distance of 373.78 feet to the P.R.C. of a curve to the left having a central angle of $09^{\circ}36'06''$ and a radius of 800.00 feet; thence northeasterly along the arc a distance of 134.06 feet to the southerly line of the aforementioned PINEHURST CONDOMINIUM; thence continue northeasterly along said arc through said condominium through a central angle of $09^{\circ}33'19''$ a distance of 133.42 feet to the aforementioned centerline of Oak Run and a point hereinafter referred to as CENTERLINE POINT C, for the POINT OF TERMINATION.

AND BEGIN at the aforementioned CENTERLINE POINT B, said point being a point on a curve of which the radius point lies $S.89^{\circ}29'12''W.$ a radial distance of 334.98 feet; thence southeasterly and southwesterly along the arc through a central angle of $15^{\circ}03'29''$ a distance of 88.04 feet to the P.C.C. of a curve to the right having a central angle of $19^{\circ}50'16''$ and a radius of 189.64 feet; thence southwesterly along the arc a distance of 65.66 feet to the P.C.C. of a curve to the right having a central angle of $19^{\circ}49'42''$ and a radius of 320.90 feet; thence southwesterly along the arc a distance of 111.05 feet to the aforementioned CENTERLINE POINT C for the POINT OF TERMINATION.

AND COMMENCE at the aforementioned CENTERLINE POINT D, said point being a point on a curve of which the radius point lies $N.36^{\circ}33'05''W.$ a radial distance of 265.00 feet; thence southwesterly along the arc through a central angle of $00^{\circ}10'34''$ a distance of 0.82 feet for a POINT OF BEGINNING; said point being a point on a curve of which the radius point lies $S.69^{\circ}18'36''W.$ a radial distance of 160.00 feet; thence northwesterly along the arc through a central angle of $70^{\circ}51'09''$ a distance of 197.85 feet; thence $S.88^{\circ}27'27''W.$ a distance of 189.93 feet to the P.C. of a curve to the right having a central angle of $01^{\circ}14'28''$ and a radius of 600.00 feet; thence westerly along the arc a distance of 13.00 feet for the POINT OF TERMINATION.

LAKE TRACT 1

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 399.89 feet to the southerly right of way line of Oak Run (a 74 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the Public Records of Manatee County, Florida for the POINT OF BEGINNING; thence continue S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 303.26 feet; thence N.89°39'19"E. a distance of 71.98 feet to the P.C. of a curve to the left having a central angle of 127°23'18" and a radius of 35.00 feet; thence northeasterly and northwesterly along the arc a distance of 77.82 feet to the P.R.C. of a curve to the right having a central angle of 58°21'06" and a radius of 18.00 feet; thence northerly along the arc a distance of 18.33 feet to the P.R.C. of a curve to the left having a central angle of 27°59'33" and a radius of 170.00 feet; thence northerly along the arc a distance of 83.06 feet; thence N.07°20'39"W. a distance of 160.22 feet to the to the aforementioned southerly right of way line of Oak Run thence S.82°29'53"W. along said southerly right of way line a distance of 88.42 feet to the POINT OF BEGINNING. Containing 0.712 of an acre.

LAKE TRACT 2

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

BEGIN at the easterly point of the southernmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida (the following two calls are along the lines of said condominium); thence N.00° 00'00"E. a distance of 198.06 feet; thence N.77°37'58"E. a distance of 61.58 feet; thence S.00°00'00"W. a distance of 336.87 feet; thence S.46°30'22"E. a distance of 207.94 feet to the P.C. of a curve to the right having a central angle of 86°03'02" and a radius of 31.00 feet; thence southeasterly and southwesterly along the arc a distance of 46.56 feet; thence S.39°32'39"W. a distance of 40.62 feet to the P.C. of a curve to the right having a central angle of 96°05'29" and a radius of 73.00 feet; thence southwesterly and northwesterly along the arc a distance of 122.43 feet; thence N.44°21'51"W. a distance of 198.86 feet; thence N.16°46'42"W. a distance of 49.59 feet; thence N.25°14'43"E. a distance of 173.82 feet to the POINT OF BEGINNING. Containing 1.488 acres.

LAKE TRACT 3

A tract of land in the N.E. 1/4 of the S.E. 1/4 of the Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeast corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°04'48"W. along the easterly line of said Section a distance of 934.80 feet; thence N.89°55'12"W. a distance of 299.54 feet to the POINT OF BEGINNING; thence S.62°04'19"W a distance of 130.06 feet to the P.C. of a curve to the right having a central angle of 70°21'32" and a radius of 36.73 feet thence southwesterly and northwesterly along the arc a distance of 45.11 feet to the P.C.C. of a curve to the right having a central angle of 109°04'52" and a radius of 60.00 feet; thence northwesterly and northeasterly along the arc a distance of 114.23 feet; thence N.61°30'43"E. a distance of 109.34 feet to the P.C. of a curve to the right having a central angle of 72°03'14" and a radius of 75.00 feet; thence northeasterly and southeasterly along the arc a distance of 94.32 feet to the P.C.C. of a curve to the right having a central angle of 71°38'11" and a radius of 30.23 feet; thence southeasterly and southwesterly along the arc a distance of 37.80 feet to the P.C.C. of a curve to the right having a central angle of 36°52'12" and a radius of 103.22 feet; thence southwesterly along the arc a distance of 66.42 feet to the POINT OF BEGINNING. Containing 0.517 of an acre.

LAKE TRACT 4

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S.88°04'54"E. along the easterly extension of the southerly line of said condominium a distance of 84.77 feet to the POINT OF BEGINNING; thence continue S.88°04'54"E. along said line a distance of 124.44 feet; thence S.07°48'42"E. a distance of 136.66 feet; thence S.24°11'59"W. a distance of 70.00 feet; thence S.66°53'52"W. a distance of 107.63 feet; thence S.90°00'00"W. a distance of 33.34 feet to the P.C. of a curve to the right having a central angle of 70°14'57" and a radius of 44.70 feet; thence northwesterly along the arc a distance of 54.80 feet to the P.C.C. of a curve to the right having a central angle of 70°37'11" and a radius of 194.00 feet; thence northwesterly and northeasterly along the arc a distance of 239.11 feet to the POINT OF BEGINNING. Containing 0.980 of an acre.

LAKE TRACT 5

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeast corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°04'48"W. along the easterly line of said Section a distance of 291.00 feet to the POINT OF BEGINNING; thence continue S.00°04'48"W. along said line a distance of 452.60 feet; thence S.90°00'00"W. a distance of 119.56 feet; thence N.60°03'38"W. a distance of 65.12 feet; thence N.10°28'58"W. a distance of 361.12 feet; thence N.30°25'00"E. a distance of 42.74 feet to the southernmost corner of the southerly parcel of PINEHURST, Section III, a Condominium recorded in Condominium Book 19, Pages 178 through 180 of the Public Records of Manatee County, Florida; thence N.73°08'31"E. along the southerly line of said condominium a distance of 97.66 feet; thence S.89°55'13"E. a distance of 127.22 feet to the POINT OF BEGINNING. Containing 2.124 acres.

PREPARED BY:
TIMOTHY S. SMITH
KIMBERLY J. SMITH
720 SOUTH ...
...

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PINEHURST**

JML REALTY, INC., a Florida corporation ("JML") joined by PINEHURST VILLAGE JOINT VENTURE, a Florida general partnership (the "Declarant"), pursuant to and in accordance with that certain Declaration of Covenants and Restrictions for PINEHURST recorded in Official Records Book 1390, Page 6913, of the Public Records of Manatee County, Florida (the "Declaration"), do hereby amend the Declaration as set forth herein to subject additional portions of the Total Property to the Declaration. The covenant and restrictions set forth in the Declaration, as amended herein, shall be deemed to run with the title to the Property, as defined in the Declaration, and shall remain in full force and effect until termination in accordance with the provisions of the Declaration or otherwise according to the laws of the State of Florida. The Declaration is amended as follows:

1. JML being the fee simple owner of certain real property lying in Manatee County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof, joined by Declarant to evidence its consent, hereby execute this Supplemental Declaration to and do hereby subject the real property described in Exhibit "A" attached to the terms, provisions, covenants, restrictions, reservations, easements, charges and liens set forth in the Declaration, which from and after the recording hereof shall be deemed a part of the "Property" as defined in the Declaration. This Supplemental Declaration is being recorded to subject to the provisions of the Declaration Lake Tracts 1 through 5, inclusive, as described in Exhibit "A" attached and which were, inadvertently excluded from the legal description of the Property attached as Exhibit "A" to the Declaration, to correct and modify the legal description of Lake Tract 5 to be the description thereof set forth on Exhibit "A" attached, and to re-subject to the provisions of the Declaration the lands described as proposed Phase G on Exhibit "A" to the Declaration, which lands were not owned by JML at the time of recording but have since been acquired by JML. The lands described herein as Lake Tracts 1 through 5, inclusive, shall continue to be Common Property, as defined in the Declaration.

2. The description of the general location of the easement set forth in parenthesis of the Sanitary Sewer and Water Easement which is part of Exhibit "C" to the Declaration at Official Records Book 1390, Page 6959, is changed from Lake Tract 1 to Lake Tract 4 to correct a scrivener's error.

3. As amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this 19th day of January, 1993.
May

Signed, Sealed and Delivered in the Presence of:

JML REALTY, INC., a Florida corporation

James Palumbo

* JAMES PALUMBO
(*Print Name of Witness)

By: Joseph Freeman
-President

(CORPORATE SEAL)

Samuel M. Coniglio

* SAMUEL M. CONIGLIO
(*Print Name of Witness)

PINEHURST VILLAGE JOINT VENTURE, a Florida general partnership

By: American Sterling Enterprises, Inc., a Florida corporation, General Partner

Samuel M. Coniglio

* SAMUEL M. CONIGLIO
(*Print Name of Witness)

Per: Samuel M. Coniglio
-President

(CORPORATE SEAL)

James Palumbo

* JAMES PALUMBO
(*Print Name of Witness)

STATE OF FLORIDA
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 19th day of January, 1993, by JOSEPH FREEMAN, as President of JML Realty, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced as identification and did/did not take an oath.

(NOTARIAL SEAL)

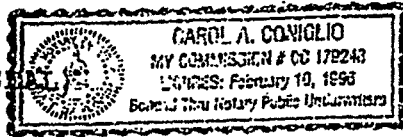
Samuel M. Coniglio
Notary Public
Print Name SAMUEL M. CONIGLIO
My Commission Expires: _____
My Commission _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: Oct. 19, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this
day of January, 1993, by Carl A. Coniglio, as
President of AMERICAN STERLING ENTERPRISES, INC., a Florida
corporation, as general partner of PINEHURST VILLAGE JOINT
VENTURE, a Florida general partnership, who is personally known
to me or who has produced _____ as identification
and did/did not take an oath.

(NOTARIAL SEAL)



Carl A. Coniglio
Notary Public
Print Name Carl A. Coniglio
My Commission Expires: 2-10-98
My Commission CC 178243

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LAKE TRACT 1

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northwest corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 399.89 feet to the southerly right of way line of Oak Run (a 74 foot wide public right of way also known as 47th Street East) as recorded in Official Records Book 1272, Page 3397 of the Public Records of Manatee County, Florida for the POINT OF BEGINNING; thence continue S.00°20'41"E. along the westerly line of said N.E. 1/4 a distance of 303.26 feet; thence N.89°39'19"E. a distance of 71.98 feet to the P.C. of a curve to the left having a central angle of 127°23'18" and a radius of 35.00 feet; thence northeasterly and northwesterly along the arc a distance of 77.82 feet to the P.R.C. of a curve to the right having a central angle of 58°21'06" and a radius of 18.00 feet; thence northerly along the arc a distance of 18.33 feet to the P.R.C. of a curve to the left having a central angle of 27°59'33" and a radius of 170.00 feet; thence northerly along the arc a distance of 83.06 feet; thence N.07°20'39"W. a distance of 160.22 feet to the to the aforementioned southerly right of way line of Oak Run thence S.82°29'53"W. along said southerly right of way line a distance of 88.42 feet to the POINT OF BEGINNING. Co:aining 0.712 of an acre.

EXHIBIT "A"

~~OR 1390 PG 6967~~

LAKE TRACT 2

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

BEGIN at the easterly point of the southernmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida (the following two calls are along the lines of said condominium); thence N.00° 00'00"E. a distance of 198.06 feet; thence N.77°37'58"E. a distance of 61.58 feet; thence S.00°00'00"W. a distance of 336.87 feet; thence S.46°30'22"E. a distance of 207.94 feet to the P.C. of a curve to the right having a central angle of 86°03'02" and a radius of 31.00 feet; thence southeasterly and southwesterly along the arc a distance of 46.56 feet; thence S.39°32'39"W. a distance of 40.62 feet to the P.C. of a curve to the right having a central angle of 96°05'29" and a radius of 73.00 feet; thence southwesterly and northwesterly along the arc a distance of 122.43 feet; thence N.44°21'51"W. a distance of 198.86 feet; thence N.16°46'42"W. a distance of 49.59 feet; thence N.25°14'43"E. a distance of 173.82 feet to the POINT OF BEGINNING. Containing 1.488 acres.

~~OR 1390 P5 6968~~

LAKE TRACT 3

A tract of land in the N.E. 1/4 of the S.E. 1/4 of the Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeast corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°04'48"W. along the easterly line of said Section a distance of 934.80 feet; thence N.89°55'12"W. a distance of 299.54 feet to the POINT OF BEGINNING; thence S.62°04'19"W a distance of 130.06 feet to the P.C. of a curve to the right having a central angle of 70°21'32" and a radius of 36.73 feet thence southwesterly and northwesterly along the arc a distance of 45.11 feet to the P.C.C. of a curve to the right having a central angle of 109°04'52" and a radius of 60.00 feet; thence northwesterly and northeasterly along the arc a distance of 114.23 feet; thence N.61°30'43"E. a distance of 109.34 feet to the P.C. of a curve to the right having a central angle of 72°03'14" and a radius of 75.00 feet; thence northeasterly and southeasterly along the arc a distance of 94.32 feet to the P.C.C. of a curve to the right having a central angle of 71°38'11" and a radius of 30.23 feet; thence southeasterly and southwesterly along the arc a distance of 37.80 feet to the P.C.C. of a curve to the right having a central angle of 36°52'12" and a radius of 103.22 feet; thence southwesterly along the arc a distance of 66.42 feet to the POINT OF BEGINNING. Containing 0.517 of an acre.

~~OR 1390 PG 6969~~

LAKE TRACT 4

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the southerly point of the easternmost line of PINEHURST, Section II Phase A, a Condominium recorded in Condominium Book 18, Pages 100 through 106 of the Public Records of Manatee County, Florida; thence S.88°04'54"E. along the easterly extension of the southerly line of said condominium a distance of 84.77 feet to the POINT OF BEGINNING; thence continue S.88°04'54"E. along said line a distance of 124.44 feet; thence S.07°48'42"E. a distance of 136.66 feet; thence S.24°11'59"W. a distance of 70.00 feet; thence S.66°53'52"W. a distance of 107.63 feet; thence S.90°00'00"W. a distance of 33.34 feet to the P.C. of a curve to the right having a central angle of 70°14'57" and a radius of 44.70 feet; thence northwesterly along the arc a distance of 54.80 feet to the P.C.C. of a curve to the right having a central angle of 70°37'11" and a radius of 194.00 feet; thence northwesterly and northeasterly along the arc a distance of 239.11 feet to the POINT OF BEGINNING. Containing 0.980 of an acre.

CORRECTED

LAKE TRACT 5

A tract of land in the N.E. 1/4 of the S.E. 1/4 of Section 28, Township 35 South, Range 18 East, Manatee County, Florida, described as follows:

Commence at the northeast corner of the N.E. 1/4 of the S.E. 1/4 of said Section 28; thence S.00°04'48"W. along the easterly line of said Section a distance of 291.00 feet to the POINT OF BEGINNING; thence continue S.00°04'48"W. along said line a distance of 452.60 feet; thence S.90°00'00"W. a distance of 119.56 feet; thence N.60°03'38"W. a distance of 65.12 feet; thence N.10°28'58"W. a distance of 39.22 feet; thence N.54°05'16"E. a distance of 17.46 feet; thence N.23°02'14"W. a distance of 72.56 feet; thence N.10°28'58"W. a distance of 243.57 feet; thence N.30°25'00"E. a distance of 42.74 feet to the southernmost corner of the southerly parcel of PINEHURST, Section III, a Condominium recorded in Condominium Book 19, Pages 178 through 180 of the Public Records of Manatee County, Florida; thence N.73°08'31"E. along the southerly line of said condominium a distance of 97.66 feet; thence S.89°55'13"E. a distance of 127.22 feet to the POINT OF BEGINNING. Containing 2.110 acres.

sec 28.50

BRADLEY W. HOGREVE
Attorney at Law
3700 S. Tamiami Trail
Suite 201
Sarasota, FL 34230

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PINEHURST**

①

JML REALTY, INC., a Florida Corporation ("JML"), joined by PINEHURST VILLAGE JOINT VENTURE, a Florida General Partnership (the "Declarant"), pursuant to and in accordance with that certain Declaration of Covenants and Restrictions for PINEHURST recorded in Official Records Book 1390, Page 6913, of the Public Records of Manatee County, Florida (the "Declaration"), as thereafter amended, do hereby amend the Declaration as set forth herein to confirm certain easements previously designated as Common Facilities, to create a drainage easement as part of the Common Facilities, to correct the legal description of such easement area as previously written on the condominium plat for PINEHURST VILLAGE, SECTION ONE, PHASE A, and to acknowledge that certain property which is encumbered with such easements is not otherwise subject to the Declaration and its owners shall not be members of the PINEHURST VILLAGE COMMON FACILITIES ASSOCIATION, INC. (the "Association"). The Declaration is amended as follows:

1. JML being the fee simple owner of certain real property lying in Manatee County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof, joined by Declarant to evidence its consent, hereby execute this Supplemental Declaration to declare and state that except for the easements set forth herein, the real property described in Exhibit "A" attached is not and shall not be subject to the terms, provisions, covenants, restrictions, reservations, easements, charges and liens set forth in the Declaration.

2. The legal description and location of the easement set forth in Exhibit "B" attached hereto and made a part hereof, modifies amends and supersedes the legal description shown on Sheet 3 entitled "Storm Sewer Easement" (Lake Tract 5 to Northwest) of the plat for PINEHURST VILLAGE, Section One, Phase A, recorded in Condominium Plat Book 26, Page 150, and corrected at Condominium Book 27, Page 125, Public Records of Manatee County, Florida. Further, JML grants a perpetual non-exclusive drainage easement unto the Association over the area described in Exhibit "B" together with the right to install, maintain, repair and replace the drainage pipe and equipment located therein, and Declarant hereby designates such easement and drainage pipe and facilities as Common Facilities.

3. JML, being the fee simple owner of the property described in Exhibit "C" attached, joined by Declarant to evidence its agreement, hereby confirms and ratifies that the non-exclusive Ingress/Egress and Utility Easement set

BK 1436 PG 3952
Dkt # 000733772

forth in Exhibit "C" to the Declaration, which, in part, encompasses the real property described in Exhibit "C" attached, and which was granted and reserved in such Declaration for the benefit of the certain property including the property described in Exhibit "A" attached, is and shall be Common Facilities to be maintained by the Association, and also shall continue to be both a non-exclusive easement reserved unto them and granted for the benefit of the property described in Exhibit "A" attached.

4. As amended hereby, the Declaration shall remain in full force and effect."

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this 1st day of June, 1994.

Signed, sealed and delivered in the presence of:

JML REALTY, INC., a Florida Corporation

[Signature]
* THOMAS S. SHAW
*(Print Name of Witness)

By: Samuel M. Coniglio, III
Samuel Coniglio, III
Vice President

Address: 8051 N. Tamiami Trail
Sarasota, FL 34243

[Signature]
* Bradley W. Hooper
*(Print Name of Witness)

(CORPORATE SEAL)

PINEHURST VILLAGE JOINT VENTURE,
a Florida General Partnership

By: AMERICAN STERLING
ENTERPRISES, INC., a Florida
Corporation, General Partner

[Signature]
* THOMAS S. SHAW
*(Print Name of Witness)

Per: Samuel M. Coniglio, III
Samuel Coniglio III
President

Address: 8051 N. Tamiami Trail
Sarasota, FL 34243

[Signature]
* Bradley W. Hooper
*(Print Name of Witness)

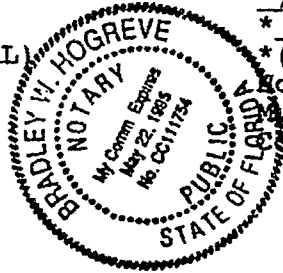
(CORPORATE SEAL)

BK 1436 PG 3953

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1 day of June, 1994, by SAMUEL CONIGLIO III, as Vice President of JML REALTY, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me or produced as identification and who did not take an oath.

(NOTARIAL SEAL)



Bradley W. Hogreve

* Bradley W. Hogreve

*(Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires _____
Commission Number _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1 day of June, 1994, by SAMUEL CONIGLIO III, as President of AMERICAN STERLING ENTERPRISES, INC., a Florida Corporation, as General Partner of PINEHURST VILLAGE JOINT VENTURE, a Florida General Partnership, on behalf of the corporation and partnership. He is personally known to me or produced as identification and who did not take an oath.

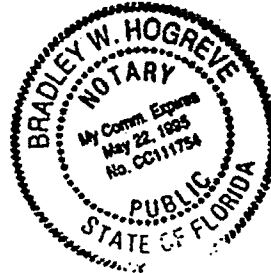
(NOTARIAL SEAL)

Prepared by:
Timothy S. Shaw
Kirk Pinkerton
720 South Orange Avenue
Sarasota, Florida 34230
(813) 364-2435
g:\l\lss\jml\pinoh.sup

Bradley W. Hogreve

* Bradley W. Hogreve

*(Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires _____
Commission Number _____



BK 1436 PG 3954

PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE S.00°20'41"E. ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 25.00 FEET; THENCE N.89°18'08"E. ALONG A LINE BEING PARALLEL WITH AND LYING 25.00 FEET SOUTHERLY THEREFROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 28, FOR A DISTANCE OF 938.70 FEET; THENCE S.38°14'38"W. ALONG THE EASTERLY LINE OF PINEHURST VILLAGE, SECTION TWO, PHASE D (NOT YET RECORDED) FOR A DISTANCE OF 35.50 FEET FOR THE POINT OF BEGINNING; THENCE S.55°27'52"E. FOR A DISTANCE OF 113.24 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OAK RUN (A 50 FOOT WIDE PUBLIC RIGHT OF WAY ALSO KNOWN AS 47TH STREET EAST) AS RECORDED IN OFFICIAL RECORDS BOOK 1272, PAGE 3387 OF MANATEE COUNTY, FLORIDA AND A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N.70°15'26"W. AND A DISTANCE OF 240.00 FEET; THENCE SOUTHWESTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°48'28" FOR A DISTANCE OF 124.88 FEET TO A POINT ON A CURVE WHICH THE RADIUS POINT LIES S.59°30'53"W. A RADIAL DISTANCE OF 172.00 FEET, SAID POINT BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID OAK RUN AND THE NORTHEASTERLY RIGHT OF WAY LINE OF ELEANOR CIRCLE (A 24.00 FOOT WIDE PRIVATE DRIVE); THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC THROUGH A CENTRAL ANGLE OF 38°44'21" A DISTANCE 116.29 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG THE EASTERLY LINES OF PINEHURST VILLAGE, SECTION TWO, PHASE D (NOT YET RECORDED) FOR THE FOLLOWING TWO CALLS, N.28°45'58"E. FOR A DISTANCE OF 21.51 FEET; THENCE N.38°14'38"E. FOR A DISTANCE OF 90.94 FEET TO THE POINT OF BEGINNING; CONTAINING 13418 SQUARE FEET MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BK 1436 PG 3955

EXHIBIT "A"

Exhibit "B"

STORM SEWER EASEMENT (LAKE TRACT 5 TO THE NORTHWEST)

A 20 FOOT WIDE STRIP OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, SAID STRIP BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHERNMOST CORNER OF THE SOUTHERLY PARCEL OF PINEHURST, SECTION III, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 19, PAGES 178 THROUGH 180 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.73°08'31"E. ALONG THE SOUTHERLY LINE OF SAID PARCEL FOR A DISTANCE OF 78.79 FEET TO THE POINT OF BEGINNING; THENCE N.50°50'04"W. FOR A DISTANCE OF 122.01 FEET; THENCE N.26°30'36"W. FOR A DISTANCE OF 227.70 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE, EXCLUDING FROM SUCH EASEMENT THAT PORTION LYING ON EITHER SIDE OF THE CENTERLINE WHICH LIES SOUTH AND EAST OF OAK RUN DRIVE, A PUBLIC ROAD RIGHT OF WAY.

BK 1436 PG 3956

BK 1436 PG 3957 FILED AND RECORDED 06/06/1994 3:33PM RECORD VERIFIED
R. B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

INGRESS - EGRESS, UTILITY AND DRAINAGE EASEMENT

A 20 FOOT WIDE EASEMENT FOR INGRESS - EGRESS AND A 40 FOOT WIDE EASEMENT FOR UTILITIES AND DRAINAGE IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE S.00°20'41"E. ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 362.60 FEET TO THE CENTERLINE OF OAK RUN (A 74 FOOT WIDE PUBLIC RIGHT OF WAY ALSO KNOWN AS 47TH STREET EAST); THENCE N.82°29'53"E. ALONG SAID CENTERLINE A DISTANCE OF 309.16 FEET TO THE P.C. OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.07°30'07"W. AND A DISTANCE OF 1251.59 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°56'45" FOR A DISTANCE OF 129.88 FEET TO THE P.T.; THENCE N.76°33'08"E. FOR A DISTANCE OF 21.89 FEET TO THE P.C. OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S.13°26'52"E. AND A DISTANCE OF 407.70 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°21'58" FOR A DISTANCE OF 109.34 FEET TO THE P.T.; THENCE S.88°04'54"E. FOR A DISTANCE OF 210.32 FEET TO THE P.C. OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N.01°55'06"E. AND A DISTANCE OF 265.00 FEET; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°17'36" FOR A DISTANCE OF 177.11 FEET TO THE POINT OF BEGINNING: SAID POINT BEING A POINT ON A CURVE OF WHICH RADIUS POINT LIES S.69°18'36"W. AND A DISTANCE OF 160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 70°51'09" FOR A DISTANCE OF 197.86 FEET; THENCE S.88°27'27"W. FOR A DISTANCE 189.93 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01°14'28" AND A RADIUS OF 600.00 FEET; THENCE WESTERLY ALONG THE ARC FOR A DISTANCE OF 13.00 FEET FOR THE POINT OF TERMINATION.

EXHIBIT "C"

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PINEHURST**

JML REALTY, INC., a Florida corporation ("JML") joined by PINEHURST VILLAGE JOINT VENTURE, a Florida general partnership (the "Declarant"), pursuant to and in accordance with that certain Declaration of Covenants and Restrictions for PINEHURST recorded in Official Records Book 1390, Page 6913, of the Public Records of Manatee County, Florida (the "Declaration"), do hereby amend the Declaration as set forth herein to subject additional portions of the Total Property to the Declaration. The covenant and restrictions set forth in the Declaration, as amended herein, shall be deemed to run with the title to the Property, as defined in the Declaration, and shall remain in full force and effect until termination in accordance with the provisions of the Declaration or otherwise according to the laws of the State of Florida. The Declaration is amended as follows:

1. JML being the fee simple owner of certain real property lying in Manatee County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof, joined by Declarant to evidence its consent, hereby execute this Supplemental Declaration to and do hereby subject the real property described in Exhibit "A" attached to the terms, provisions, covenants, restrictions, reservations, easements, charges and liens set forth in the Declaration, which from and after the recording hereof shall be deemed a part of the "Property" as defined in the Declaration.

2. As amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration this 15th day of ~~August~~^{September}, 1994.

Signed, Sealed and Delivered
in the Presence of:

JML REALTY, INC., a Florida
corporation

By: Samuel M. Coniglio III
Samuel Coniglio, III
Vice President

[Signature]
*
(*Print Name of Witness)

[Signature]
*
L. SPENCER
(*Print Name of Witness)

(CORPORATE SEAL)

BK 01443 PG 4544
EXT # 000758144

PINEHURST VILLAGE JOINT VENTURE, a Florida general partnership

By: American Sterling Enterprises, Inc., a Florida corporation, General Partner

Per: Samuel Coniglio, III
Samuel Coniglio, III
Vice President

(CORPORATE SEAL)

Timothy S. Shaw
*TIMOTHY S. SHAW
(*Print Name of Witness)

Rebecca L. Spencer
*REBECCA L. SPENCER
(*Print Name of Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of ^{September} ~~August~~, 1994, by Samuel Coniglio, III, as Vice-President of JML Realty, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification and did/did not take an oath.

(NOTARIAL SEAL)

Rebecca L. Spencer
Notary Public
Print Name REBECCA L. SPENCER
My Commission Expires: 5/27/95
My Commission _____

BK 01443 PG 4545

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of ^{September} ~~August~~, 1994, by Samuel Coniglio, III, as President of AMERICAN STERLING ENTERPRISES, INC., a Florida corporation, as general partner of PINEHURST VILLAGE JOINT VENTURE, a Florida general partnership, who is personally known to me or who has produced _____ as identification and did/did not take an oath.

(NOTARIAL SEAL)

Rebecca L. Spencer
Notary Public
Print Name REBECCA L. SPENCER
My Commission Expires: 5/27/95
My Commission _____

PROPERTY DESCRIPTION

PINEHURST VILLAGE, SECTION ONE, PHASE H

A PARCEL OF LAND SITUATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF PINEHURST, SECTION II PHASE A, A CONDOMINIUM RECORDED IN CONDOMINIUM BOOK 18, PAGES 100 THROUGH 106 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OAK RUN (A 50 FOOT WIDE PUBLIC RIGHT OF WAY ALSO KNOWN AS 47TH STREET EAST) AS RECORDED IN OFFICIAL RECORDS BOOK 1272, PAGE 3397 OF SAID PUBLIC RECORDS; THENCE N.01°55'06"E. ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID CONDOMINIUM A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID OAK RUN (THE FOLLOWING THREE CALLS ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE); THENCE N.88°04'54"W. A DISTANCE OF 50.86 FEET TO THE POINT OF BEGINNING; THENCE RETURN S.88°04'54"E. A DISTANCE OF 193.32 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42°22'02" AND A RADIUS OF 240.00 FEET; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC A DISTANCE OF 177.47 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.59°30'53"W. A RADIAL DISTANCE OF 172.00 FEET; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 61°03'25" A DISTANCE OF 183.29 FEET; THENCE S.88°27'27"W. A DISTANCE OF 189.93 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°57'47" AND A RADIUS OF 588.00 FEET; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 9.88 FEET; THENCE S.01°55'06"W. A DISTANCE OF 130.21 FEET TO THE POINT OF BEGINNING. CONTAINING 0.981 OF AN ACRE.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Exhibit "A"

BK 01443 PG 4546

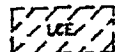




CURVE TABLE

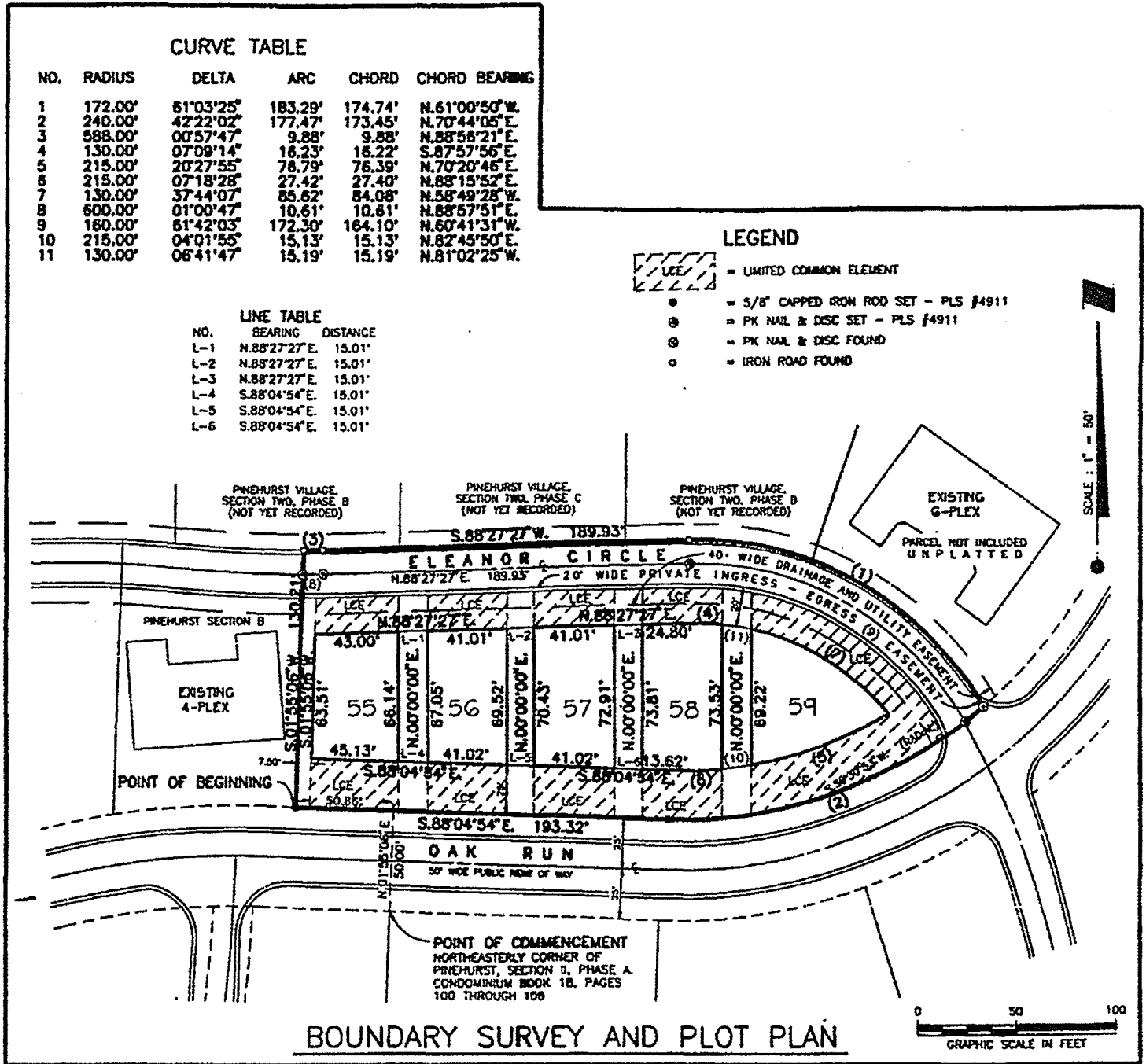
| NO. | RADIUS | DELTA | ARC | CHORD | CHORD BEARING |
|-----|---------|-----------|---------|---------|---------------|
| 1 | 172.00' | 61°03'25" | 183.29' | 174.74' | N.61°00'50"W. |
| 2 | 240.00' | 42°22'02" | 177.47' | 173.45' | N.70°44'05"E. |
| 3 | 588.00' | 00°57'47" | 9.88' | 9.88' | N.88°58'21"E. |
| 4 | 130.00' | 07°09'14" | 16.23' | 16.22' | S.87°57'56"E. |
| 5 | 215.00' | 20°27'55" | 76.79' | 76.39' | N.70°20'46"E. |
| 6 | 215.00' | 07°18'28" | 27.42' | 27.40' | N.88°15'52"E. |
| 7 | 130.00' | 37°44'07" | 65.62' | 64.08' | N.58°49'28"W. |
| 8 | 600.00' | 01°00'47" | 10.61' | 10.61' | N.88°57'51"E. |
| 9 | 160.00' | 61°42'03" | 172.30' | 164.10' | N.60°41'31"W. |
| 10 | 215.00' | 04°01'55" | 15.13' | 15.13' | N.82°43'50"E. |
| 11 | 130.00' | 06°41'47" | 15.19' | 15.19' | N.81°02'25"W. |

LINE TABLE

| NO. | BEARING | DISTANCE |
|-----|---------------|----------|
| L-1 | N.88°27'27"E. | 15.01' |
| L-2 | N.88°27'27"E. | 15.01' |
| L-3 | N.88°27'27"E. | 15.01' |
| L-4 | S.88°04'54"E. | 15.01' |
| L-5 | S.88°04'54"E. | 15.01' |
| L-6 | S.88°04'54"E. | 15.01' |

LEGEND

-  = LIMITED COMMON ELEMENT
-  = 5/8" CAPPED IRON ROD SET - PLS #4911
-  = PK NAIL & DISC SET - PLS #4911
-  = PK NAIL & DISC FOUND
-  = IRON ROAD FOUND



BOUNDARY SURVEY AND PLOT PLAN

THIS SKETCH IS NOT A SURVEY
 AND IS ATTACHED FOR THE SOLE
 PURPOSE OF COMPLIANCE WITH
 SECTION 28.222(4) FLA. STAT.

**PINEHURST COMMON
FACILITIES ASSOCIATION, INC.**

FINANCIAL STATEMENTS
for the Period Ending April 30, 2021

Accountant: Keegan Mensching
941-927-6464 x138 Keegan@ArgusMgmt.com

Property Manager: Tamara Gilman
941-927-6464 x133 Tgilman@argusmgmt.com

PREPARED BY ARGUS PROPERTY MANAGEMENT, INC.

Pinehurst Common Facilities Assoc Inc

Balance Sheet

Apr 30, 21

| | |
|--|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1010 · Operating Accounts | 39,623.92 |
| 1020 · Reserve Accounts | 173,248.51 |
| Total Checking/Savings | <u>212,872.43</u> |
| Accounts Receivable | |
| 1040 · Assessment Receivable | 1,676.41 |
| Total Accounts Receivable | <u>1,676.41</u> |
| Other Current Assets | |
| 1042 · Allowance for Bad Debt | (746.67) |
| 1050 · Prepaid Insurance | 2,333.61 |
| 1210 · Utility Deposits | 100.00 |
| Total Other Current Assets | <u>1,686.94</u> |
| Total Current Assets | <u>216,235.78</u> |
| TOTAL ASSETS | <u><u>216,235.78</u></u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 3010 · Accounts Payable | 60.00 |
| Total Accounts Payable | <u>60.00</u> |
| Other Current Liabilities | |
| 3015 · Accrued Expense | 50.00 |
| 3040 · Prepaid Assessments | 4,394.75 |
| Total Other Current Liabilities | <u>4,444.75</u> |
| Total Current Liabilities | <u>4,504.75</u> |
| Long Term Liabilities | |
| 3500 · Reserve Fund | 173,248.51 |
| Total Long Term Liabilities | <u>173,248.51</u> |
| Total Liabilities | <u>177,753.26</u> |
| Equity | |
| 3990 · Operating Fund Balance | 37,419.62 |
| 3992 · Prior Year Surplus | (8,258.89) |
| 3993 · Prior Year Adjustment | 50.00 |
| Net Income | 9,271.79 |
| Total Equity | <u>38,482.52</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>216,235.78</u></u> |

Pinehurst Common Facilities Assoc Inc Bank Account Report

| | <u>Apr 21</u> |
|--|--------------------------|
| 1010 · Operating Accounts | |
| 1011 · Cadence Oper*6467 | 11,740.22 |
| 1012 · Cadence Oper MM*8594 | 27,883.70 |
| Total 1010 · Operating Accounts | <u>39,623.92</u> |
| 1020 · Reserve Accounts | |
| 1021 · Cadence Res MM*6475 | 41,885.25 |
| 1025 · Cadence CD*9068 -1.0%, 10.24.21 | 27,225.34 |
| 1026 · Cadence CD*0139-2.61.% 02/15/22 | 104,137.92 |
| Total 1020 · Reserve Accounts | <u>173,248.51</u> |
| TOTAL | <u><u>212,872.43</u></u> |

Pinehurst Common Facilities Assoc Inc

Reserve Report

| | <u>Apr 21</u> |
|--------------------------------------|--------------------------|
| 3500 · Reserve Fund | |
| 3605 · Pooled Reserves | |
| 3606 · Beg Bal - Pooled Reserves | 143,036.09 |
| 3607 · Allocation - Pooled Reserves | 13,800.00 |
| Total 3605 · Pooled Reserves | <u>156,836.09</u> |
| 3890 · Reserve Interest | |
| 3891 · Beg. Bal. - Interest | 15,725.31 |
| 3892 · Earned YTD - Interest | 687.11 |
| Total 3890 · Reserve Interest | <u>16,412.42</u> |
| Total 3500 · Reserve Fund | <u>173,248.51</u> |
| TOTAL | <u><u>173,248.51</u></u> |

**Pinehurst Common Facilities Assoc Inc
Profit & Loss Budget Performance**

| | <u>Apr 21</u> | <u>Budget</u> | <u>\$ Over Budget</u> | <u>Jan - Apr 21</u> | <u>YTD Budget</u> | <u>\$ Over Budget</u> | <u>Annual Budget</u> |
|---------------------------------------|-----------------|-----------------|-----------------------|---------------------|-------------------|-----------------------|----------------------|
| Income | | | | | | | |
| 5010 · Assessments | 4,140.00 | 4,140.00 | 0.00 | 16,560.00 | 16,560.00 | 0.00 | 49,680.00 |
| 5045 · Late Fee Income | 0.00 | 0.00 | 0.00 | 76.65 | 0.00 | 76.65 | 0.00 |
| 5050 · Interest | 2.29 | 0.00 | 2.29 | 9.17 | 0.00 | 9.17 | 0.00 |
| 5070 · Carry-over Prior Year Surplus | 0.00 | 0.00 | 0.00 | 8,258.89 | 0.00 | 8,258.89 | 0.00 |
| Total Income | <u>4,142.29</u> | <u>4,140.00</u> | <u>2.29</u> | <u>24,904.71</u> | <u>16,560.00</u> | <u>8,344.71</u> | <u>49,680.00</u> |
| Gross Profit | 4,142.29 | 4,140.00 | 2.29 | 24,904.71 | 16,560.00 | 8,344.71 | 49,680.00 |
| Expense | | | | | | | |
| 7000 · Disbursements | | | | | | | |
| 7100 · Grounds | | | | | | | |
| 7110 · Grounds Contract | 700.00 | 700.00 | 0.00 | 2,800.00 | 2,800.00 | 0.00 | 8,400.00 |
| 7120 · Landscaping | 0.00 | 341.66 | (341.66) | 0.00 | 1,366.66 | (1,366.66) | 4,100.00 |
| 7130 · Mulch | 0.00 | 233.34 | (233.34) | 0.00 | 933.34 | (933.34) | 2,800.00 |
| 7140 · Tree Trimming | 0.00 | 216.66 | (216.66) | 0.00 | 866.66 | (866.66) | 2,600.00 |
| 7150 · Sprinkler/Irrigation Contract | 50.00 | 53.50 | (3.50) | 200.00 | 214.00 | (14.00) | 642.00 |
| 7155 · Irrigation Repairs | 80.00 | 125.00 | (45.00) | 375.74 | 500.00 | (124.26) | 1,500.00 |
| 7160 · Road Drainage | 0.00 | 41.66 | (41.66) | 0.00 | 166.66 | (166.66) | 500.00 |
| 7170 · Other Land & Repairs | 60.00 | 50.00 | 10.00 | 60.00 | 200.00 | (140.00) | 600.00 |
| Total 7100 · Grounds | <u>890.00</u> | <u>1,761.82</u> | <u>(871.82)</u> | <u>3,435.74</u> | <u>7,047.32</u> | <u>(3,611.58)</u> | <u>21,142.00</u> |
| 7300 · Lakes | | | | | | | |
| 7310 · Lake & Fountain Contract | 288.06 | 297.91 | (9.85) | 1,234.94 | 1,191.66 | 43.28 | 3,575.00 |
| 7320 · Fountain Repairs | 0.00 | 29.16 | (29.16) | 0.00 | 116.66 | (116.66) | 350.00 |
| Total 7300 · Lakes | <u>288.06</u> | <u>327.07</u> | <u>(39.01)</u> | <u>1,234.94</u> | <u>1,308.32</u> | <u>(73.38)</u> | <u>3,925.00</u> |
| 7500 · Utilities | | | | | | | |
| 7520 · Electric | 708.29 | 666.66 | 41.63 | 2,798.99 | 2,666.66 | 132.33 | 8,000.00 |
| 7521 · Street Lights | 48.07 | 50.00 | (1.93) | 194.67 | 200.00 | (5.33) | 600.00 |
| 7522 · Village II- Electric | 0.00 | 25.00 | (25.00) | 300.00 | 100.00 | 200.00 | 300.00 |
| Total 7500 · Utilities | <u>756.36</u> | <u>741.66</u> | <u>14.70</u> | <u>3,293.66</u> | <u>2,966.66</u> | <u>327.00</u> | <u>8,900.00</u> |
| 7800 · Administration | | | | | | | |
| 7810 · Insurance - Property | 364.16 | 369.25 | (5.09) | 1,456.63 | 1,477.00 | (20.37) | 4,431.00 |
| 7820 · Legal/Professional | 775.00 | 41.66 | 733.34 | 2,486.40 | 166.66 | 2,319.74 | 500.00 |
| 7825 · Accounting Services | 0.00 | 25.84 | (25.84) | 0.00 | 103.34 | (103.34) | 310.00 |
| 7830 · Division Fees | 0.00 | 5.16 | (5.16) | 61.25 | 20.66 | 40.59 | 62.00 |
| 7840 · Income Tax | 582.00 | 80.16 | 501.84 | 582.00 | 320.66 | 261.34 | 962.00 |
| 7870 · Management Fee | 639.67 | 639.66 | 0.01 | 2,558.68 | 2,558.66 | 0.02 | 7,676.00 |
| 7872 · Storage Fees | 0.00 | 0.84 | (0.84) | 0.00 | 3.34 | (3.34) | 10.00 |
| 7880 · Office Supplies, Postage, etc. | 117.65 | 100.00 | 17.65 | 373.62 | 400.00 | (26.38) | 1,200.00 |
| 7890 · Contingencies | 0.00 | 9.34 | (9.34) | 0.00 | 37.34 | (37.34) | 112.00 |
| 7899 · Bad Debt | 37.50 | 37.50 | 0.00 | 150.00 | 150.00 | 0.00 | 450.00 |
| Total 7800 · Administration | <u>2,515.98</u> | <u>1,309.41</u> | <u>1,206.57</u> | <u>7,668.58</u> | <u>5,237.66</u> | <u>2,430.92</u> | <u>15,713.00</u> |
| Total 7000 · Disbursements | <u>4,450.40</u> | <u>4,139.96</u> | <u>310.44</u> | <u>15,632.92</u> | <u>16,559.96</u> | <u>(927.04)</u> | <u>49,680.00</u> |
| Total Expense | <u>4,450.40</u> | <u>4,139.96</u> | <u>310.44</u> | <u>15,632.92</u> | <u>16,559.96</u> | <u>(927.04)</u> | <u>49,680.00</u> |
| Net Income | <u>(308.11)</u> | <u>0.04</u> | <u>(308.15)</u> | <u>9,271.79</u> | <u>0.04</u> | <u>9,271.75</u> | <u>0.00</u> |

Pinehurst Common Facilities Assoc Inc
Check Detail
 April 2021

| <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Paid Amount</u> |
|-------------|----------------|-----------------------------------|------------------------------------|---|---------------------|
| 04/01/2021 | ACH | Argus Property Management Inc | Management fee- 2021 | 1011 · Cadence Oper*6467 | |
| | | | Management fee - 2021 | 7870 · Management Fee | (639.67) |
| TOTAL | | | | | (639.67) |
| 04/06/2021 | 1719 | Todd & Fran Manas | Refund Overpayment | 1011 · Cadence Oper*6467 | |
| | | | Refund Overpayment | 3260 · Suspense | (50.00) |
| TOTAL | | | | | (50.00) |
| 04/06/2021 | 1720 | Louis and Doris Stanek | Reimburse | 1011 · Cadence Oper*6467 | |
| | | | Reimburse - 2020 XMas Lights | 7880 · Office Supplies, Postage, etc. | (85.52) |
| TOTAL | | | | | (85.52) |
| 04/06/2021 | 1721 | Dragonfly Pond Works | Inv# 43445 | 1011 · Cadence Oper*6467 | |
| 03/15/2021 | 43445 | | March Fountain Maintenance | 7310 · Lake & Fountain Contract | (288.06) |
| TOTAL | | | | | (288.06) |
| 04/06/2021 | 1722 | FLC | Inv# 47906 | 1011 · Cadence Oper*6467 | |
| 04/01/2021 | 47906 | | April - Common Grounds Maintenance | 7110 · Grounds Contract | (700.00) |
| TOTAL | | | | | (700.00) |
| 04/06/2021 | 1723 | Jim Price Irrigation Service, LLC | Inv# WO-1278 | 1011 · Cadence Oper*6467 | |
| 03/16/2021 | WO-1278 | | Monthly contract- March Repairs | 7150 · Sprinkler/Irrigation Contract 7155 · Irrigation Repairs | (50.00) (271.79) |
| TOTAL | | | | | (321.79) |
| 04/15/2021 | ACH | FP & L | Acct 75322-52231 | 1011 · Cadence Oper*6467 | |
| 04/02/2021 | 52231 - 040221 | | 75322-52231<3/2/21-4/2/21> | 7521 · Street Lights | (13.28) |
| TOTAL | | | | | (13.28) |
| 04/15/2021 | ACH | FP & L | Acct 71054-36997 | 1011 · Cadence Oper*6467 | |
| 04/02/2021 | 36997 - 040221 | | Acct 71054-36997 <3/2/21-4/2/21> | 7520 · Electric | (8.55) |

Pinehurst Common Facilities Assoc Inc

Check Detail

April 2021

| | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Paid Amount</u> |
|-------|-------------|----------------|-------------|----------------------------------|--------------------------|--------------------|
| TOTAL | | | | | | (8.55) |
| | 04/15/2021 | ACH | FP & L | Acct 87608-72070 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 72070 - 040221 | | 87608-72070 <<3/2/21-4/2/21> | 7520 · Electric | <u>(10.53)</u> |
| TOTAL | | | | | | (10.53) |
| | 04/15/2021 | ACH | FP & L | Acct 25230-65486 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 65486 - 040221 | | Acct 25230-65486 <3/2/21-4/2/21> | 7521 · Street Lights | <u>(10.90)</u> |
| TOTAL | | | | | | (10.90) |
| | 04/15/2021 | ACH | FP & L | Acct 9642-73407 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 73407 - 040221 | | Acct 9642-73407<3/2/21-4/2/21> | 7521 · Street Lights | <u>(10.90)</u> |
| TOTAL | | | | | | (10.90) |
| | 04/15/2021 | ACH | FP & L | Acct 71294-31917 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 31917 - 040221 | | 31917 -<3/2/21-4/2/21> | 7520 · Electric | <u>(45.03)</u> |
| TOTAL | | | | | | (45.03) |
| | 04/15/2021 | ACH | FP & L | Acct 57172-29412 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 29412 - 040221 | | Acct 57172-29412 <3/2/21-4/2/21> | 7520 · Electric | <u>(61.95)</u> |
| TOTAL | | | | | | (61.95) |
| | 04/15/2021 | ACH | FP & L | Acct 51828-77083 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 77083 - 040221 | | Acct 51828-77083<3/2/21-4/2/21> | 7520 · Electric | <u>(238.02)</u> |
| TOTAL | | | | | | (238.02) |
| | 04/15/2021 | ACH | FP & L | Acct 75108-91232 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 91232 - 040221 | | 75108-91232 <3/2/21-4/2/21> | 7521 · Street Lights | <u>(12.99)</u> |
| TOTAL | | | | | | (12.99) |
| | 04/15/2021 | ACH | FP & L | Acct 65703-99559 | 1011 · Cadence Oper*6467 | |
| | 04/02/2021 | 99559 - 040221 | | Acct 65703-99559 <3/2/21-4/2/21> | 7520 · Electric | <u>(344.21)</u> |

Pinehurst Common Facilities Assoc Inc

Check Detail

April 2021

| | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Account</u> | <u>Paid Amount</u> |
|-------|-------------|------------|-------------------------------|------------------------------------|---------------------------------------|--------------------|
| TOTAL | | | | | | (344.21) |
| | 04/16/2021 | 1725 | Barbara Karp | Refund 11/1/20-4/1/21 Dues | 1011 · Cadence Oper*6467 | |
| | | | 7387Stro | Refund 11/1/20-4/1/21 Monthly Dues | 3260 · Suspense | (320.00) |
| TOTAL | | | | | | <u>(320.00)</u> |
| | 04/16/2021 | 1724 | Pinehurst Estates Condo | Bright View 1/2 Inv., | 1011 · Cadence Oper*6467 | |
| | | | | Bright View - Aftre Hours Invoice | 7155 · Irrigation Repairs | (80.00) |
| TOTAL | | | | | | <u>(80.00)</u> |
| | 04/16/2021 | 1726 | Argus Property Management Inc | Mailing | 1011 · Cadence Oper*6467 | |
| | 04/09/2021 | POST040921 | | Mailing Invoices | 7880 · Office Supplies, Postage, etc. | (1.83) |
| TOTAL | | | | | | <u>(1.83)</u> |
| | 04/16/2021 | 1727 | Dragonfly Pond Works | Inv# 44140 | 1011 · Cadence Oper*6467 | |
| | 04/12/2021 | 44140 | | April Fountain Maintenance | 7310 · Lake & Fountain Contract | (288.06) |
| TOTAL | | | | | | <u>(288.06)</u> |
| | 04/16/2021 | 1728 | Icard, Merrill PA | Inv# 293433 | 1011 · Cadence Oper*6467 | |
| | 04/05/2021 | 293433 | 7320Faro**ATTY | Collection - Faro | 7820 · Legal/Professional | (775.00) |
| TOTAL | | | | | | <u>(775.00)</u> |
| | 04/30/2021 | ACH | US Treasury | 2020 Income Tax | 1011 · Cadence Oper*6467 | |
| | | | | 2020 Income Tax | 7840 · Income Tax | (582.00) |
| TOTAL | | | | | | <u>(582.00)</u> |
| | 04/30/2021 | ACH | South Data | Coupon Books/Service Charge | 1011 · Cadence Oper*6467 | |
| | | | | Coupon Books/Service Charge | 7880 · Office Supplies, Postage, etc. | (30.30) |
| TOTAL | | | | | | <u>(30.30)</u> |

**Pinehurst Common Facilities Assoc Inc
Customer Balance Summary**

| | <u>Apr 30, 21</u> |
|----------------|---------------------------------|
| 7428Grisnik | (452.60) |
| 7338Holi | (440.00) |
| 7315Otrusina | (440.00) |
| 7383Ruban | (440.00) |
| 4910Davis | (440.00) |
| 7483Keim | (220.00) |
| 7382Kune | (220.00) |
| 4903Silv | (200.00) |
| 7266Golder | (110.90) |
| 7306Starr | (110.00) |
| 4905Johnston | (110.00) |
| 7412Kitts | (110.00) |
| 4931Corwin | (110.00) |
| 7254Kantrow | (110.00) |
| 7493Mass | (100.00) |
| 4955Russ | (100.00) |
| 7317Gilm | (80.00) |
| 4926Orell | (61.25) |
| 7234Buer | (55.00) |
| 7429Bodziak | (55.00) |
| 4970Badal | (55.00) |
| 4929Zimmer | (55.00) |
| 7347Greenw | (55.00) |
| 7254Brugger | (55.00) |
| 7312Hartman | (55.00) |
| 4908Caputo | (50.00) |
| 4958Well | (50.00) |
| 4930Stanek | (40.00) |
| 7491Kenney | (5.00) |
| 7474Pasek | (5.00) |
| 4959Johns | (5.00) |
| 7274Lisa | 0.60 |
| 7378Erickson | 5.00 |
| 7254Zieba | 55.00 |
| 4963Rosenhaus | 60.00 |
| 7387Stro | 320.00 |
| 7320Faro**ATTY | 1,235.81 |
| TOTAL | <u><u>(2,718.34)</u></u> |



PO Box 1089
Apex NC 27502
919-851-0033

Client Log - Florida

Date: 05/05/2021

PROJECT DETAILS

Dragonfly Maintenance Report
Property Pinehurst Commons
Client Name Gina Fouquet
Client Email Address Gina@argusmgmt.com
Client Email Address 2
Client Email Address 3
Client Email Address 4
Number of Lakes 5 Wet Ponds
Service Type
Standard
Special Instructions
No Dye, Fountain Maintenance 4 times per year
Pond Locations <http://imageshack.com/...>

MAINTENANCE LOG

Pond Name WP1 - 0.3ac
Access Address 7403 Eleanor Circle, Sarasota, FL 34243
Service Date 05/05/2021
Trash Pickup SC= Service Completed
Treat Invasives SC= Service Completed
Inlet service FF= Fully Functional
Outlet Service FF= Fully Functional
Add Dye? NN= Service Not Needed
Fountain/Aerator Condition N/A= Not Applicable
Overview of the pond



Additional Notes

Images 1-3 Treated the pond for spotted shoreline growth. All else is looking good.



PO Box 1089
Apex NC 27502
919-851-0033

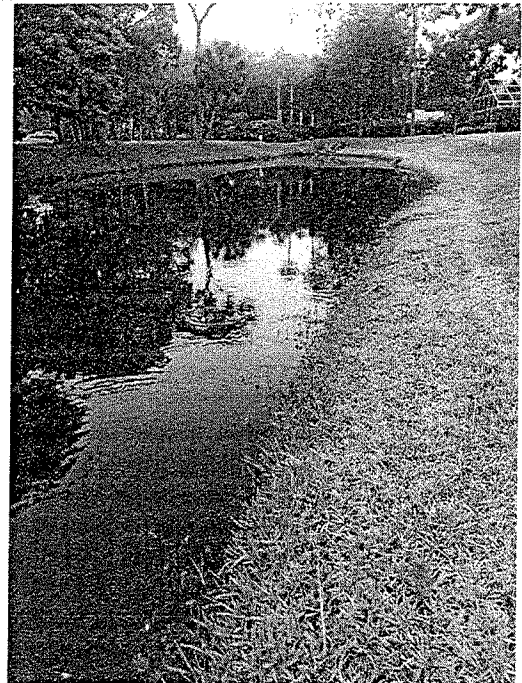
Client Log - Florida

Date: 05/05/2021

Noted Image 1



Noted Image 2





PO Box 1089
Apex NC 27502
919-851-0033

Client Log - Florida

Date: 05/05/2021

Noted Image 3



| | |
|----------------------------|---|
| Pond Name | WP2 - 0.5ac |
| Access Address | 7403 Eleanor Circle, Sarasota, FL 34243 |
| Service Date | 05/05/2021 |
| Trash Pickup | SC= Service Completed |
| Treat Invasives | SC= Service Completed |
| Inlet service | FF= Fully Functional |
| Outlet Service | FF= Fully Functional |
| Add Dye? | NN= Service Not Needed |
| Fountain/Aerator Condition | N/A= Not Applicable |
| Overview of the pond | |



Additional Notes

Images 1-3 Treated the pond for algae and any new weed growth around the border.

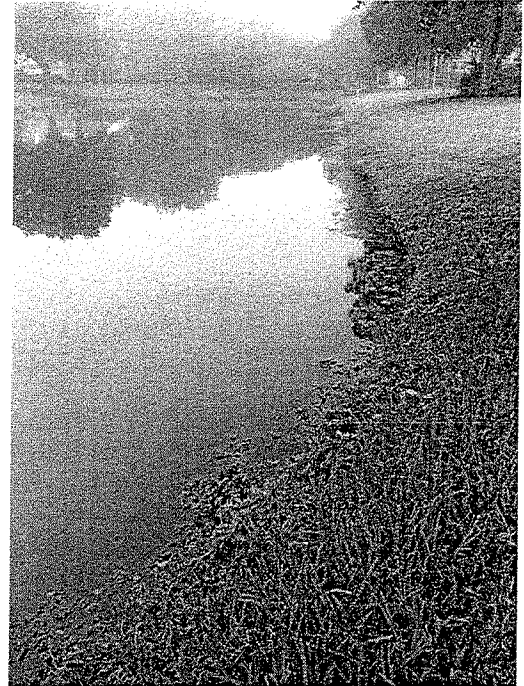


PO Box 1089
Apex NC 27502
919-851-0033

Client Log - Florida

Date: 05/05/2021

Noted Image 1



Noted Image 2





PO Box 1089
Apex NC 27502
919-851-0033

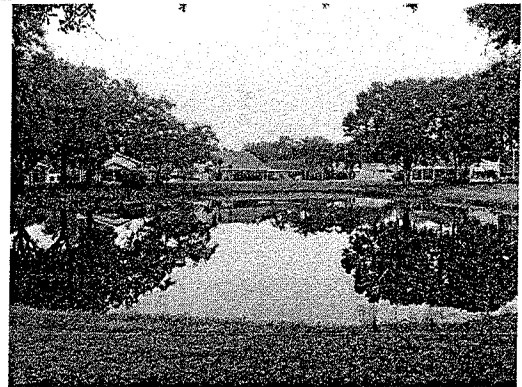
Client Log - Florida

Date: 05/05/2021

Noted Image 3



| | |
|----------------------------|---|
| Pond Name | WP3 - 0.5ac |
| Access Address | 7403 Eleanor Circle, Sarasota, FL 34243 |
| Service Date | 05/05/2021 |
| Trash Pickup | SC= Service Completed |
| Treat Invasives | SC= Service Completed |
| Inlet service | FF= Fully Functional |
| Outlet Service | FF= Fully Functional |
| Add Dye? | NN= Service Not Needed |
| Fountain/Aerator Condition | WN= Work Needed |
| Overview of the pond | |



Additional Notes

Images 1-3 Treated the pond for floating weeds and new shoreline growth. The fountain is still not running and needs to be fixed.

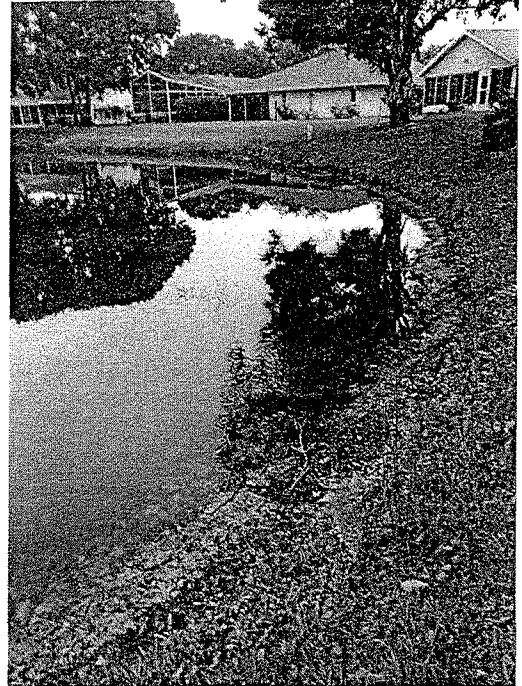


PO Box 1089
Apex NC 27502
919-851-0033

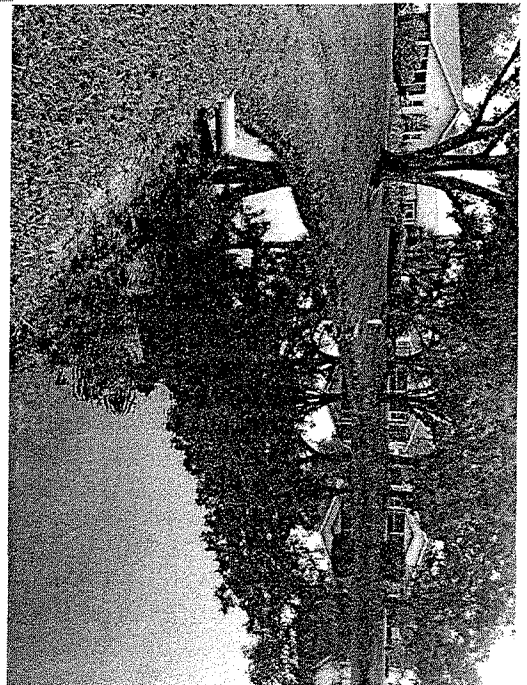
Client Log - Florida

Date: 05/05/2021

Noted Image 1



Noted Image 2





PO Box 1089
Apex NC 27502
919-851-0033

Client Log - Florida

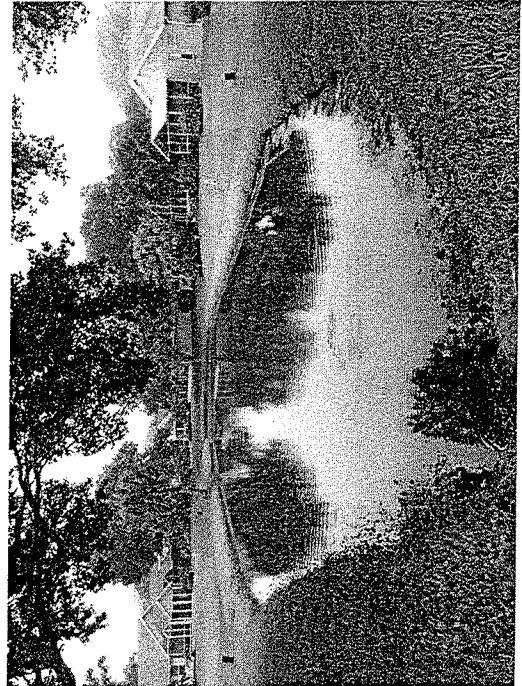
Date: 05/05/2021

Noted Image 3

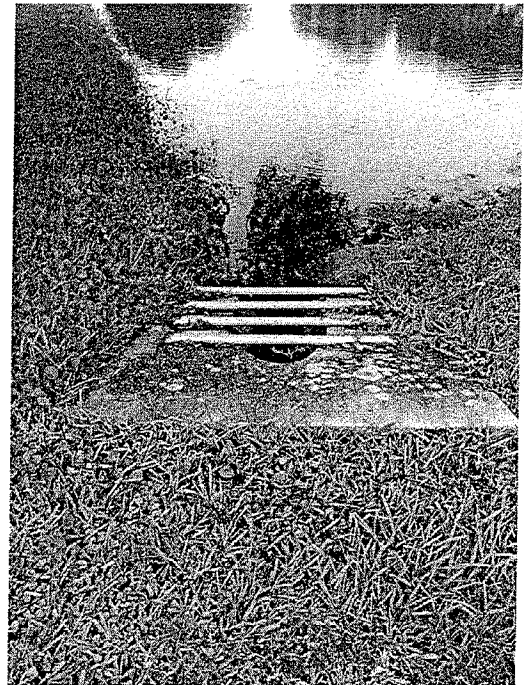


| | |
|----------------------------|---|
| Pond Name | WP4 - 0.2ac |
| Access Address | 7403 Eleanor Circle, Sarasota, FL 34243 |
| Service Date | 05/05/2021 |
| Trash Pickup | SC= Service Completed |
| Treat Invasives | SC= Service Completed |
| Inlet service | FF= Fully Functional |
| Outlet Service | FF= Fully Functional |
| Add Dye? | NN= Service Not Needed |
| Fountain/Aerator Condition | N/A= Not Applicable |

Overview of the pond



Inlet





PO Box 1089
Apex NC 27502
919-851-0033

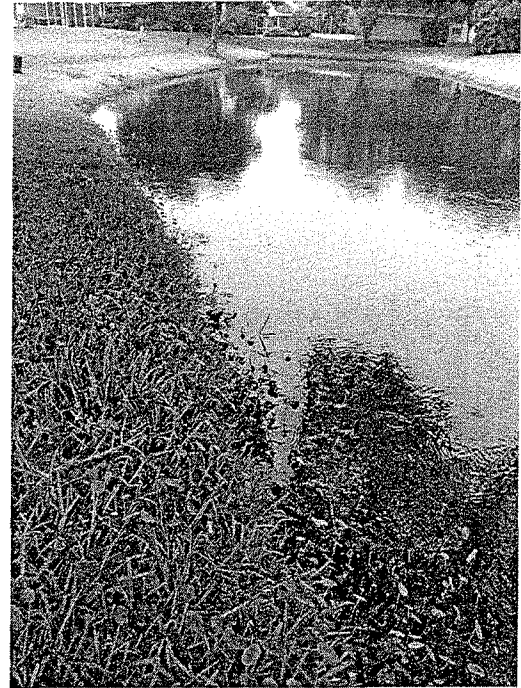
Client Log - Florida

Date: 05/05/2021

Additional Notes

Images 1-3 Treated the pond for algae and spotted shoreline growth. The water level is down this month.

Noted Image 1





PO Box 1089
 Apex NC 27502
 919-851-0033

Client Log - Florida

Date: 05/05/2021

Noted Image 2



Noted Image 3



| | |
|----------------------------|---|
| Pond Name | WP5 - 1ac |
| Access Address | 7403 Eleanor Circle, Sarasota, FL 34243 |
| Service Date | 05/05/2021 |
| Trash Pickup | SC= Service Completed |
| Treat Invasives | SC= Service Completed |
| Inlet service | FF= Fully Functional |
| Outlet Service | FF= Fully Functional |
| Add Dye? | NN= Service Not Needed |
| Fountain/Aerator Condition | N/A= Not Applicable |

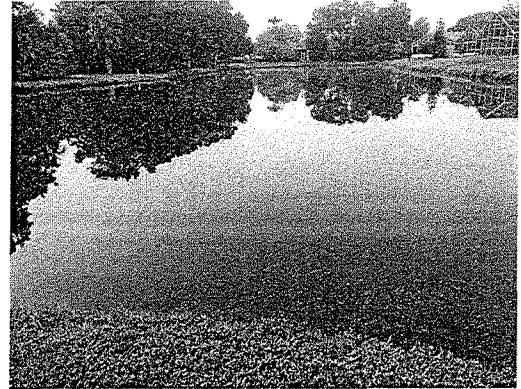


PO Box 1089
Apex NC 27502
919-851-0033

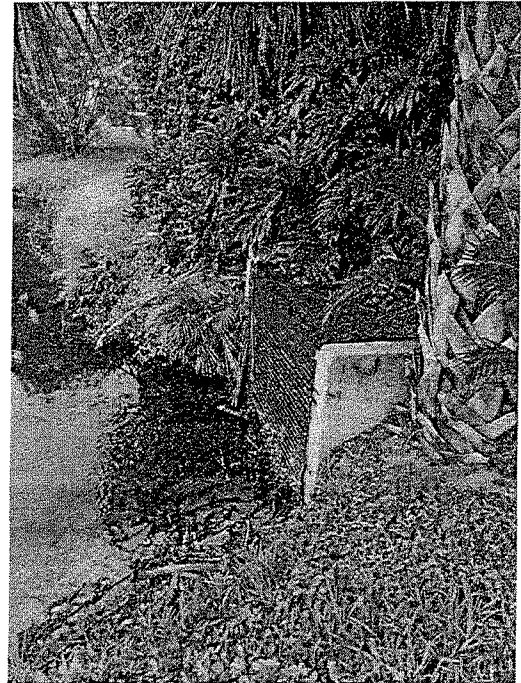
Client Log - Florida

Date: 05/05/2021

Overview of the pond



Outlet



Additional Notes

Images 1-3 Treated the pond for spotted shoreline growth. The water is clean and healthy.

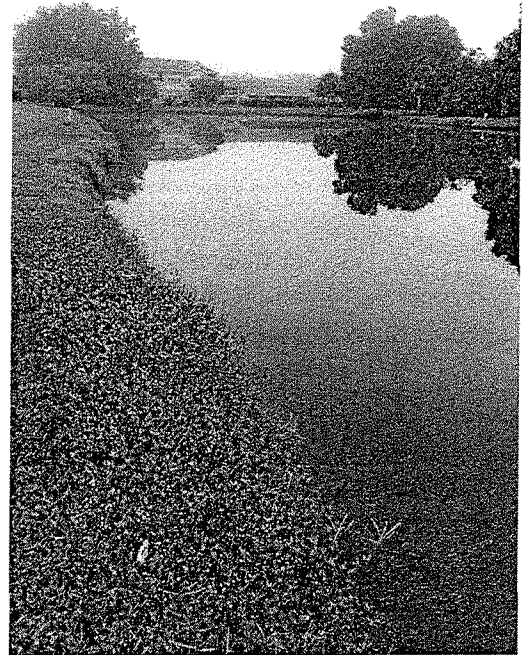


PO Box 1089
Apex NC 27502
919-851-0033

Client Log - Florida

Date: 05/05/2021

Noted Image 1



Noted Image 2



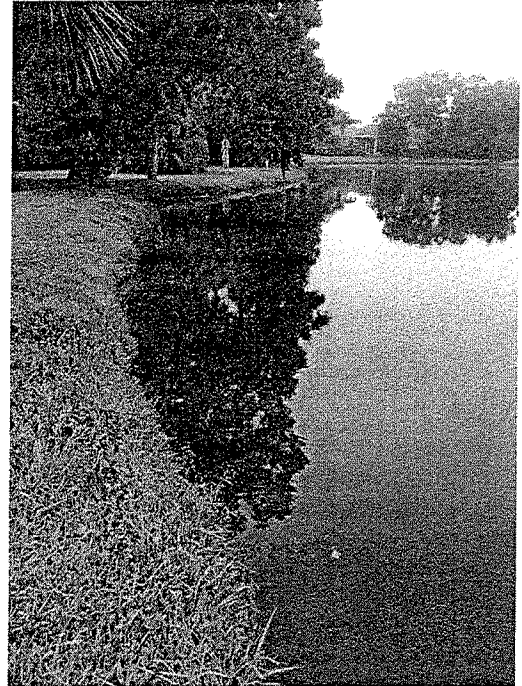


PO Box 1089
Apex NC 27502
919-851-0033

Client Log - Florida

Date: 05/05/2021

Noted Image 3



HANDOFF SCREEN

Press next to upload submission



RICK RICHARDS INC

Wetland and Upland Restoration Services

RICK RICHARDS INC.
24605 53RD AV. EAST
MYAKKA CITY, FL. 34251

TELEPHONE: 941-322-2375
rrinc@mailmt.com
www.rickrichardsinc.com

PROPOSAL

May 17, 2021

TO: Tamara Gilman
941-647-6464 ex.133
Argus Management
PROJECT: Pine Hurst Commons
Sarasota, Florida "Rivers Edge"
tgilman@argusgmt.com

DESCRIPTION OF SERVICES

Quarterly herbicide treatment of 5- storm water ponds with appropriate herbicide to control nuisance and exotic vegetation. Total: \$275.00 per Quarter \$1,100.00 per year

Quote Valid for 10 days

- ACCEPTANCE OF PROPOSAL - YOUR SIGNATURE ENTERS YOU INTO A BINDING AGREEMENT WITH RICK RICHARDS INC. TO PROVIDE THE SERVICES LISTED ABOVE. YOUR SIGNATURE ALSO SHOWS ACCEPTANCE OF: PRICING, TERMS, CONDITIONS AND SPECIFICATIONS. THIS PROPOSAL IS BASED ON NO RETAINAGE BEING HELD UNLESS OTHERWISE STIPULATED IN WRITING, AND APPROVED BY RICK RICHARDS INC.
- OUR EVALUATION OF THE PROPERTY IS NOT INTENDED TO BE EXHAUSTIVE OR TO EXTEND TO EVERY ASPECT OF THE LANDSCAPE OR ITS CONDITION. OUR OBSERVATIONS ARE LIMITED TO SPOT CHECKING, SELECTIVE MEASUREMENT AND SIMILAR METHODS OF GENERAL OBSERVATION BASED ON OUR PROFESSIONAL JUDGMENT. OUR OBSERVATIONS AND STATEMENTS ARE BASED ON OUR EXPERIENCE AND ABOVE GROUND VISUAL FIELD OBSERVATIONS WITH RESPECT TO THE FIELD CONDITIONS. IN THIS TYPE OF WORK IT IS IMPOSSIBLE FOR US TO ANTICIPATE ALL POSSIBLE CONDITIONS AND HAZARDS.
- CUSTOMER SHALL PAY ALL SUMS DUE UPON COMPLETION. PAYMENTS BECOME DELINQUENT IF NOT PAID WITHIN 10 DAYS; INTEREST WILL ACCRUE AT THE RATE OF ONE AND ONE-HALF (1-1/2%) PERCENT PER MONTH (18% ANNUAL) AND BE CALCULATED FROM DATE OF INVOICE. CUSTOMER WILL BE RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES. VENUE FOR ANY PROCEEDING ARISING FROM SUCH TRANSACTION SHALL BE IN MANATEE COUNTY FLORIDA ONLY.
- FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION
- DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.
- CUSTOMER/OWNER IS RESPONSIBLE FOR LOCATION AND MARKING OF ALL PROPERTY BOUNDARIES & CORNERS. CUSTOMER IS RESPONSIBLE FOR ENCROACHMENT ONTO ADJACENT PROPERTY IF BOUNDARIES ARE NOT CLEARLY ESTABLISHED AND MARKED. QUOTATIONS & PROPOSALS ARE MADE BASED ON ACREAGE AND LOCATION OF PROPERTY

- STUMPS WILL BE GROUND FLUSH WITH THE GROUND.
- MULCHED VEGETATION WILL CONSIST OF STICKS, CHIPS, LIMBS AND LOGS. While we strive to provide the best product
- Possible, the mulching process does not produce bagged landscape mulch quality material.
- IT IS UNDERSTOOD THAT MULCHING OF VEGETATION, BROADCASTS AND DISTRIBUTES PIECES OF THE VEGETATION, WHICH MAY BE HAZARDOUS TO PERSONS AND PROPERTY, AND ANY DAMAGE ARISING FROM THIS PROCESS IS NOT THE RESPONSIBILITY OF RICK RICHARDS INC.
- RICK RICHARDS INC IS NOT RESPONSIBLE FOR DAMAGE TO FENCES AND OTHER STRUCTURES COVERED WITH VEGETATION OR IN THE WORK AREA
- IT IS UNDERSTOOD THAT CERTAIN AREAS MAY BE INACCESSIBLE AND MAY PRECLUDE WORK FROM BEING PERFORMED. THIS INCLUDES WETLANDS, WET AREAS, DITCHES, BERMS AND ANY OTHER AREAS WHICH CANNOT BE TRAVERSED OR ENTERED WITH OUR EQUIPMENT OR THAT MAY RESULT IN DANGER TO PERSONS OR PROPERTY.
- ANY TREES & VEGETATION, INCLUDING EXOTIC & NUSIANCE SPECIES MAY BE CLUSTERED WITH DESIRABLE VEGETATION, OTHER OBJECTS OR MATERIAL. IF THIS VEGETATION CANNOT BE ACCESSED REASONABLY WITH THE PRIMARY EQUIPMENT UTILIZED, NO ADDITIONAL EFFORTS WILL BE MADE TO REMOVE IT UNLESS SPECIFICALLY NOTED IN WRITING.
- HANDWORK, ADDITIONAL LABOR, HERBICIDE TREATMENT OR EQUIPMENT ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY NOTED AND ONLY FOR THE WORK SPECIFIED IN WRITING.
- PICKING UP OF, COLLECTION OR HAULING OF ORGANIC OR INORGANIC DEBRIS/LITTER IS NOT INCLUDED UNLESS SPECIFICALLY NOTED IN WRITING.
- MOWING/MULCHING AROUND INORGANIC DEBRIS IS HAZARDOUS AND IS NOT INCLUDED UNLESS SPECIFICALLY NOTED IN WRITING.
- CUSTOMER / OWNER ARE RESPONSIBLE FOR CONTACTING ALL UTILITIES FOR SERVICE LOCATION.
- CUSTOMER IS RESPONSIBLE FOR OBTAINING ANY PERMITS OR PERMISSION TO PERFORM SPECIFIED WORK.
- IF CUSTOMER IS TO BE LISTED AS AN ADDITIONAL INSURED, ADD \$25.00 OR 1% OF THE CONTRACT VALUE, WHICH EVER IS GREATER, UNLESS WAIVED IN WRITING BY RICK RICHARDS INC.
- IF OUR PROPOSAL IS ACCEPTABLE, PLEASE SIGN, AND RETURN TO OUR OFFICE SO SCHEDULING MAY BEGIN

RICK RICHARDS INC

AUTHORIZED SIGNATURE: Rick Richards

DATE May 17, 2021

AUTHORIZED SIGNATURE: _____

DATE _____

A facsimile or electronic signature is acceptable as an original signature

SERVICES CONTRACT

CUSTOMER NAME: Tamara Gilman, TGilman@argusmgmt.com
PROPERTY NAME: Pinehurst Common Facilities
CONTRACT EFFECTIVE DATE: July 1, 2021 through June 30, 2022
SUBMITTED BY: Liz Rocque, Business Development Consultant
SPECIFICATIONS: Annual Pond Maintenance: Ponds 1-5 (3,411 perimeter ft., 2.49 acres)

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$2,556.00**. SOLitude shall invoice Customer **\$213.00** ^{Year} **per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to

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by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

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8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall insure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Pinehurst Common Facilities

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Pond Dye:

1. **Pond Dye** may be applied to the pond(s) on an as needed basis, at the discretion of the technician. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

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Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

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quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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