

OAK  
TERRACE  
OF  
MANATEE  
HOMEOWNERS  
ASSOCIATION,  
INC.

PO BOX 651  
ONECO, FL 34264-0651

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONSFOROAK TERRACE

THIS DECLARATION is made by Casa Development Corporation, a Florida Corporation, hereinafter referred to as "Developer" or "Declarant."

W I T N E S S E T H :

WHEREAS, Developer intends to improve, develop and subdivide a tract of land located in Manatee County, Florida, a description of which is attached hereto as Exhibit "A" and thereafter to grant, sell and convey subdivided portions of said tract of land for residential purposes; and

WHEREAS, said tract of land has been or is to be platted into a subdivision and Developer desires to establish protective covenants covering the development, improvement and usage of the lots contained in this subdivision for the benefit and protection of the subdivision, Developer and the purchasers of lots in the subdivision.

NOW, THEREFORE, Developer does hereby declare that the land hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said land, to wit:

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Oak Terrace of Manatee Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit "B" attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Developer" and "Declarant" shall mean and refer to Casa Development Corporation, a Florida Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer or Declarant for the purpose of development.

ARTICLE II  
COMMON AREA PROPERTY

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On June 30, 1990.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and a reasonable attorneys' fees, shall be a charge on

the land and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$40.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two-thirds of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written

notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All Properties dedicated to, and accepted by, local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by laws of the State of Florida shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### ARTICLE V MAINTENANCE OF LOTS

Section 1. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other Properties or Owners in the subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of Oak Terrace of Manatee Homeowners Association, Inc., which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

Section 2. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The Owners of the Lots in the subdivision shall be responsible for the maintenance of all areas located between their respective lot lines and the pavement of the streets providing access to said Lots. All Owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

Section 3. Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, drive-ways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.



Section 4. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

ARTICLE VI  
BUILDING AND USE RESTRICTIONS

Section 1. Residential Use. The property subject to this Declaration may be used for single-family residential living units and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and Owners, and their agents, may show dwellings in the subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provision to the contrary, Developer and such contractors as Developer may approve in writing shall have the right from time to time to construct and operate model homes in the subdivision; in addition, Developer shall have the right from time to time to erect and maintain in the subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, and such other offices, structures, and facilities as may be appropriate for use by Developer in the development of the subdivision.

Section 2. Structures. Any structure erected or placed upon a Lot in the subdivision must be in compliance with all applicable zoning regulations and these restrictions.

Section 3. Dwellings. No dwelling on Lots 1, 2, 3, 4, 5, 6, 7, 8, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73 and 74 shall have a floor area of less than 1,200 square feet, exclusive of screened area, open porches, terraces, patios and garages and all such Lots shall have a two car garage. No dwelling for any remaining Lot within the subdivision shall have a floor area of less than 850 square feet, exclusive of screened area, open porches, terraces, patios and garages.

All dwellings shall have at least two inside baths. A "bath" for the purposes of this Declaration, shall be deemed to be a room containing at least one shower or tub, and a toilet and wash basin. All Lots shall have at least a one car garage which shall be attached to and made part of the dwelling, except for the Lots specified above which shall have a two car garage. Garage space may be converted to other uses consistent with the covenants, conditions and restrictions as set forth herein except that the exterior appearance of the garage door must remain intact and be consistent with applicable aesthetic restrictions. No dwelling shall have aluminum siding or exceed 25 feet in height. All dwellings shall be constructed with concrete driveways and shall have a minimum width of 8 feet or wider as may be required by Manatee County. All dwellings shall have a sodded front, side and rear lawn. Each Lot shall be initially sodded and landscaped not later than 30 days following completion of construction of a dwelling on the Lot. Gravel may not be substituted for sodded lawns.

Section 4. Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Developer over all utility and drainage easement areas shown on the plat of the subdivision. Moreover, a perpetual easement ten feet in width over and under each Lot in the subdivision for the installation and maintenance of utilities and street lights is hereby reserved unto Developer along such portion of each lot line as abuts a street. A perpetual easement over the area shown as a pedestrian easement on the subdivision map is hereby granted to each

Owner for pedestrian ingress and egress to and from the Common Area which is contiguous thereto. Perpetual easements for the installation and maintenance of walls, fences, hedges, plantings and landscaping are hereby reserved unto Developer over all planting strip easement areas, if any, shown on the plat of the subdivision. The easement area of each Lot and all improvements located within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which an association or public authority or utility company is responsible. No drainage easement or swale may be obstructed, filled in, or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot Owner over the easement area of his Lot may be removed, if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved, by Developer or its assigns at the expense of the Lot Owner, and neither Developer nor its assigns shall be required to replace the same.

Section 5. Roofs. The roof pitch on pitched roofs shall not be less than 3"/12". Flat roofs shall be permitted only over porches, patios and terraces. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, cedar shake shingles, slate, concrete or 220 lbs. asphalt fiberglass shingles.

Section 6. Clothes Drying Area. No clothes lines or other apparatus for the drying of clothes outside of a dwelling shall be constructed on a Lot other than one umbrella-type clothes line apparatus which may be constructed on any Lot if adequately screened or fenced so that clothes cannot be seen from adjacent lots or from the street. These walls or fences must be attached to or adjoin the dwelling house, are not to exceed the maximum height outlined in Section 9 and must be located within the front, side and rear setback lines.

Section 7. Use of Accessory Structures. No tent, shack, garage, barn or other building other than the dwelling shall, at any time, be erected on a Lot and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by contractors in connection with construction work or by Declarant in the sale of Lots. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the subdivision.

Section 8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs and other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow it to stray or go upon another Lot without the consent of the Owner of such Lot.

Section 9. Walls, Hedges and Fences. No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained except as follows:

(a) Between the rear corner of the dwelling and the side lot line: not over six feet high.

(b) If the dwelling has a side garage entrance then from a point on the structure not more than three feet streetward from the side entrance to the side lot line: not over six feet high.

(c) Along the side lot line from the beginning point as designated in Article VI, Section 9 (a) or (b) to the back lot line: not over six feet high.

(d) Along the back lot line: not over six feet high. Said fence on the back lot line shall be constructed on the back lot line, or, if so required, on the easement line of any easement that intrudes within the rear of any Lot.

(e) Fences shall be constructed so that there is a "finished" side to adjoining Properties.

(f) Fences shall be made of cypress or of other suitable wood materials.

Section 10. Vehicles. No vehicle of any Lot resident shall be parked in the subdivision except on a paved driveway, or inside a garage. No vehicle shall at anytime be parked on grass or other vegetation. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreation vehicles and any vehicle not in operable condition or validly licensed shall be permitted in the subdivision only if parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage.

Section 11. Driveway Construction. All dwellings shall have a paved driveway constructed of concrete measuring at least 8 feet in width at the entrance to the garage, or such wider requirements as may be required by Manatee County. Where swales are required to be disturbed for driveway entrances, such swales shall be restored to their original grade and condition by the Lot Owner in a neat and orderly fashion acceptable to Developer. Unless otherwise approved by Developer, a culvert shall be installed for each driveway which is placed across an existing swale.

Section 12. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding 24" x 24" utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer.

(c) During the course of construction on a Lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Other signs may be displayed if such signs are approved by Developer as to size, design, location and content.

Section 13. Further Subdivision. No Lot shall be divided, subdivided or reduced in size by any conveyance subsequent to the original Lot sale. Provided however, a Lot may be divided in the event that such portion or portions is added to another Lot within the subdivision. The remaining portion of the divided Lot may be added to an adjacent Lot within the subdivision, but in any event shall not constitute a Lot for the construction of a residence thereon.

Section 14. Architectural Control. Prior to the commencement of the work described therein, all building plans and specifications, including plot plan and grading plan and



material lists, for the original construction, alteration or addition of structures or for the erection of walls, hedges or fences or agreements relating to the color to be used on the exterior of a structure, shall be approved in writing by Developer. Developer shall have the right to reasonably approve or disapprove said plans based upon the following criteria: (a) compliance thereof with these Restrictions and all applicable laws; (b) harmony of external design, location and finish grade elevation with existing structures and topography, (c) quality of workmanship and materials and (d) aesthetic considerations. Developer, at his option, may assign the rights under this paragraph to a property owners association or may terminate this right of approval and control by recording an appropriate document in the public records of Manatee County.

Section 15. Common Areas. No Lot Owner shall trim, cut, use as a dumping ground or any other way destroy or modify the natural conditions of the Common Area.

Section 16. Front of Dwellings. The front of all dwellings must face the street except on corner Lots at the intersection of two or more streets, the Developer may designate the street upon which the dwelling will face or at which angle to the intersection of the streets.

Section 17. Setback Line. All dwellings shall be erected according to all setback regulations described herein and in the Manatee County Zoning Code in effect as of the date of the recording of these restrictions. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (including eaves or overhangs) encroaches on any easement denoted on the plat of this subdivision or on any easement reserved unto or granted by Developer under the provisions of this Declaration. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements, (2) in the opinion of the Developer, does not interfere with the exposure or view or reasonable privacy of adjoining or facing Properties, and (3) is otherwise approved by Developer.

Section 18. Water and Sewer. All buildings shall use and be connected to the central water and sewerage system made available by Developer. No well shall be drilled or utilized on any Lot for any purpose other than irrigation, and no septic tank shall be installed, used or maintained on any Lot, without the written approval of Developer and the approval of any applicable governmental authority.

Section 19. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, place or permitted to be placed upon any Lot unless the same shall be inside a building or underground.

Section 20. Games and Accessory Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of Developer.

Section 21. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be place or

maintained upon the exterior portion of any Lot, unless approved by Developer.

**ARTICLE VII  
COMMON AREA CONVEYANCE**

Declarant will convey free and clear of mortgages or liens to the Association the Common Areas designated on the subdivision Plat of the Properties. The Association shall accept such conveyance and own and maintain said Common Area in accordance with the provisions of this Declaration, its Articles and Bylaws.

**ARTICLE VIII  
RESERVATION OF RIGHT IN DEVELOPER**

Declarant reserves the right to construct over, upon and under one or more contiguous Lots a road which, when constructed, will connect the roads within the subdivision with adjacent land of the Declarant.

**ARTICLE IX  
GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Variances. The Declarant reserves the right to enter into agreements with the Owner of any Lot or Lots (without the consent of the Owners of other Lots of adjoining or adjacent property) to vary the conditions, restrictions, limitations and agreements herein set forth, other than those imposed by Manatee County or other governmental authority and incorporated herein by reference.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 25 years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of 25 years, unless cancelled within 90 days after expiration of any successive 25 year term by an instrument in writing signed by not less than 51% of the Lot Owners and recorded in the Public Records of Manatee County, Florida.

This Declaration may be amended by an instrument signed by the President of the Association confirming that not less than 66-2/3% of the votes of each class of members have consented to such an amendment, provided however, that Declarant may amend this Declaration without such consent for the purposes of correcting scrivener's errors and obtaining the approval of the provisions herein contained from any institutional lender including the Federal Housing Authority, Veterans Administration or such other governmental or quasi governmental authority Federally or State Chartered Banks, Savings and Loan Associations and Insurance Companies. Any amendment must be recorded.

Section 5. Compliance with Manatee County Comprehensive Zoning and Land Development Code (the "Code"). Pursuant to the Code:

(a) A right of entry upon the Common Area is hereby granted to Manatee County law enforcement officers, health and pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.

(b) Notwithstanding anything herein contained to the contrary the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

(c) No lands in the Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

(d) In the event the Association or any successor organization shall fail to maintain the Common Area in reasonable order and condition, the provisions of the Code allow Manatee County, upon notice and hearing, to enter upon the Common Area for the purposes of maintaining same. Such entry shall not vest the public with a right to use the Common Area. The cost of maintenance by the County shall be assessed pro-ratedly against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within 60 days of the receipt of the statement therefor and shall become a lien on the property if not paid at the end of such period.

Section 6. Assignment by Developer. Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to Oak Terrace of Manatee Home Owner's Association, Inc., or to any other corporation, association or person.

Section 7. Incorporation of Declaration. Any and all deeds conveying a Lot or any portion of the subdivision shall be conclusively presumed to have incorporated therein all of the terms, conditions and provisions of this Declaration whether or not such incorporation is specifically set forth by reference in such deed, and acceptance by the Grantee of such deed shall be conclusively deemed to be an acceptance by such Grantee of all the terms and conditions of this Declaration.

Executed on December 29, 1986.

WITNESSES:

CASA DEVELOPMENT CORPORATION,  
a Florida corporation

Karin S. Mangipinto  
Joseph [unclear]

By: Robert E. Prine  
Robert E. Prine, President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me on December 29, 1986, by Robert E. Prins as President of CASA DEVELOPMENT CORPORATION, on behalf of said corporation.

Frederick W. Hall  
(Notary Public)

My Commission Expires:

March 24, 1990

Notary Seal



EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 17, TWP 35 S.,  
RGE. 18 E., MANATEE COUNTY, FLORIDA, BEING THE S.W. 1/4 OF THE N.E.  
1/4 OF SAID SECTION 17, LESS N.W. 1/4 OF THE S.W. 1/4 OF THE  
N.E. 1/4 OF SAID SECTION 17, BEING MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF THE N.E. 1/4 OF SAID  
SECTION 17; THENCE  $N0^{\circ}05'17''$  W ALONG THE WEST LINE OF  
THE SAID N.E. 1/4, 665.92' TO THE SOUTH LINE OF SAID N.W. 1/4,  
S.W. 1/4, N.E. 1/4; THENCE  $N89^{\circ}51'03''$  E ALONG THE SAID SOUTH  
LINE, 670.31' TO THE EAST LINE OF SAID N.W. 1/4, S.W. 1/4, N.E. 1/4;  
THENCE  $N0^{\circ}24'39''$  W ALONG THE SAID EAST LINE, 665.19' TO THE  
NORTH LINE OF SAID S.W. 1/4, N.E. 1/4; THENCE  $N89^{\circ}54'53''$  E ALONG  
THE SAID NORTH LINE, 666.56' TO THE EAST LINE OF SAID S.W. 1/4,  
N.E. 1/4; THENCE  $S0^{\circ}44'04''$  E ALONG THE SAID EAST LINE, 1328.94'  
TO THE SOUTH LINE OF SAID S.W. 1/4, N.E. 1/4; THENCE  $S89^{\circ}47'15''$  W  
ALONG THE SAID SOUTH LINE, 1348.12' TO THE P.O.B.  
CONTAINING 30.731 ACRES OF LAND, MORE OR LESS.

EXHIBIT "B"

DESCRIPTION: (OAK TERRACE OPEN AREA BEING TRACT A, AND ALL OF TRACT B OF THE UNRECORDED PLAT OF OAK TERRACE)

A PARCEL OF LAND BEING TRACT B SITUATE IN SECTION 17, TWP. 35S., RGE. 18E., MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. 1/4 CORNER OF SAID SECTION 17; THENCE S 00 05'17"E ALONG THE WEST LINE OF SAID N.E. 1/4, 665.92'; THENCE N 89 51'03"E ALONG THE SOUTH LINE OF THE N.W. 1/4, S.W. 1/4 OF SAID N.E. 1/4, 25.27' FOR A P.O.B.; THENCE CONTINUE N 89 51'03"E ALONG SAID SOUTH LINE, 50.02'; THENCE S 01 22'29"E, 665.97' TO THE SOUTH LINE OF THE S.W. 1/4 OF SAID N.E. 1/4; THENCE S 89 47'15"W ALONG THE AFORSAID SOUTH LINE, 50.03'; THENCE N 01 22'28"W, 665.62' TO THE P.O.B..

LESS THE FUTURE 50' WIDE ROAD RIGHT OF WAY FOR 56TH DR.E. AND 56TH TERR.E. TO BE DEDICATED BY FUTURE PLAT OF OAK TERRACE PRESENTLY UNRECORDED.

AND

ALSO TRACT A SITUATE IN SECTION 17, TWP. 35S, RGE. 18E., AS DESCRIBED ON THE PLAT OF OAK TERRACE SUBDIVISION.

FILED  
M. J. GORR  
MANATEE COUNTY, FL.  
Dec 30 4 04 PM '86

130522

O.R. 1169 PG 1497