

Record \$18.50
Prepared by and return to:
Christa L. Folkers, Esq. ✓
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

OR BOOK 02295 PAGES 1859 - 1860
MANATEE COUNTY CLERK COURT
2 PAGES(S)
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**NINETEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended by Declarant previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Article 1.25 of the Declaration contains a typographical error; and

WHEREAS, Declarant desires to correct the typographical error;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by replacing the word "Parcel" in Article 1.25 of the Declaration with the word "parcel."

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 10th day of April 2009.

WITNESSES:

Sandra Bratton

Signature of Witness

SANDRA BRATTON

Print Name of Witness

Priscilla G. Heim

Signature of Witness

PRISCILLA G. HEIM

Print Name of Witness

**WOODLANDS COUNTRY CLUB
ASSOCIATES, LLP**

By: Woodlands Country Club Management, Inc.,
as General Partner

By: *James R. Schier*

James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

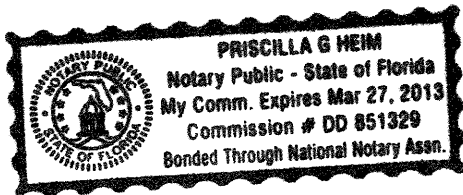
The foregoing instrument was acknowledged before me this 10th day of April 2009 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Priscilla G Heim
Signature of Notary Public

(Notary Seal)

PRISCILLA G. HEIM

Print Name of Notary Public



I am a Notary Public of the State of Florida, and my commission expires on _____.

CLF: 553796.10

Record \$95.00

✓ Prepared by and return to:
J. Michael Hartenstine, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

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MANATEE COUNTY CLERK COURT
11 PAGES(S)
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**EIGHTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, Declarant has developed portions of the property described in the Declaration as a gated community known as "University Park"; and

WHEREAS, within the University Park community is a private club known as "University Park Country Club" (the "Country Club"), which presently includes golf, tennis, fitness, croquet, dining, and social facilities; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended by Declarant previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, by virtue of the Sixteenth Amendment to the Declaration recorded in Official Records Book 2241, page 1099, Public Records of Manatee County, Florida, all University Park homeowners acquiring title to their home sites after December 31, 2007, are required to become members of the Country Club in accordance with the provisions of the Sixteenth Amendment; and

WHEREAS, those provisions specify that the rights and privileges, minimum usage requirements, initiation fees, dues, and other charges and requirements applicable to the respective membership categories shall be as determined from time to time by the owner of the Country Club in its reasonable discretion; and

WHEREAS, following the recording of the Sixteenth Amendment, representatives of University Park residents requested that the rights and privileges, minimum usage requirements, initiation fees, dues, and other charges and requirements applicable to the respective membership categories be further clarified and defined; and

WHEREAS, those representatives and the owner of the Country Club have agreed to certain changes to the provisions of the Sixteenth Amendment to add such clarification and definition and have requested that Declarant execute this Amendment to implement such changes; and

WHEREAS, Declarant, after examination of the changes requested by the representatives of the University Park residents and the owner of the Country Club, has determined, in the exercise of its business judgment, that such changes reasonably conform to the general purposes of the Declaration;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant, joined by University Park Country Club Associates, LLP, a Florida limited liability partnership, as owner of the Country Club, hereby amends the Declaration effective January 1, 2009, as follows:

1. Article 1.77 of the Declaration is hereby amended in its entirety to read as follows:

1.77 "Membership" shall mean a Regular Membership or a Resident Membership.

2. Articles 1.80 through 1.90 are hereby added to the Declaration to read as follows:

1.80 "Allowable Percentage" shall mean: (a) the percentage by which the level of the Consumer Price Index for the month of June in the year in which a replacement Comparable Country Club is designated pursuant to Article 17.16 has increased over the level of the Consumer Price Index for the same month in the prior calendar year; multiplied by (b) two.

1.81 "Comparable Country Club" shall mean a club with golf facilities in Sarasota or Manatee County, Florida, that is designated pursuant to Article 17.15 or Article 17.16.

1.82 "Comparable Dues" shall mean, with respect to any calendar year, the amount of annual dues (excluding special assessments, capital assessments, and other assessments and fees supplementary to regular dues) charged by a Comparable Country Club as of September 15 of such calendar year for the category of membership that permits the greatest available right of use of the Comparable Country Club's facilities.

1.83 "Comparable Initiation Fee" shall mean, with respect to any calendar year, the amount of the initiation fee (excluding special assessments, capital assessments, and other assessments and fees supplementary to the regular initiation fee) charged by a Comparable Country Club as of September 15 of such calendar year for the category of membership that permits the greatest available right of use of the Comparable Country Club's facilities.

1.84 "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average: All Items (1982-84 = 100), published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor or, in the event such index ceases to be published by the U.S. Bureau of Labor Statistics, then such comparable commodity index then in existence as is reasonably designated by the Country Club.

1.85 "Delinquent Fees" shall have the meaning set forth in Article 17.11.

1.86 "Maximum Annual Dues" shall mean, with respect to any calendar year, an amount equal to 10 percent of: (a) the total of the Comparable Dues charged by each of the Comparable Country Clubs for the prior calendar year; divided by (b) the number of such Comparable Country Clubs.

1.87 "Maximum Initiation Fee" shall mean, with respect to any calendar year, an amount equal to 5 percent of: (a) the total of the Comparable Initiation Fees charged by each of the Comparable Country Clubs for the prior calendar year; divided by (b) the number of such Comparable Country Clubs.

1.88 "Regular Membership" shall mean a membership in the Country Club other than a Resident Membership.

1.89 "Resident Membership" shall have the meaning set forth in Article 17.8.

1.90 "Resident Representative" shall mean the individual who: (a) prior to the Turnover, serves as a director of the Association by virtue of his or her election by the Voting Members (including any successor appointed by the Board to fill a vacancy resulting from such individual's death, resignation, or removal); or (b) following the Turnover, serves as president of the Association. Should multiple individuals be elected by the Voting Members to serve simultaneously as directors of the Association prior to the Turnover, "Resident Representative" shall mean such individuals collectively.

3. The last sentence of Article 7.5 of the Declaration is hereby amended to read as follows: "Individual Parcel Expenses shall also include any Fine assessed against a Parcel's Owner pursuant to Article 18.3 and any Delinquent Fees payable by a Parcel's Owner that are assigned to the Association for collection pursuant to Article 17.11."

4. Articles 17.7 and 17.8 of the Declaration are hereby amended in their entirety to read as follows:

17.7 Country Club Memberships. The Country Club presently offers various categories of Membership, including Full Membership, Tennis Membership, Sports Membership, and Social Membership, each of which is more fully described in the Country Club Bylaws. Resident Membership is also offered pursuant to Article 17.8. A Membership is a license, granted by the Country Club and revocable by the Country Club at any time in accordance with the provisions of the Country Club Bylaws, to use the Country Club Facilities to the extent provided by the applicable Membership categories. This license may not be transferred to another Person unless specifically allowed by the Country Club Bylaws. A Membership does not create or convey any ownership interest, or other legal or equitable property interest of any kind, nature, right, or description whatsoever, in the Country Club, the Country Club Facilities, or any other assets owned or used in connection with the Country Club. A Membership is not an investment in the Country Club. A Membership is subject to all the terms and conditions contained in the Country Club Bylaws. The Country Club Owner may, in its reasonable discretion: (a) create such categories of Memberships as it shall deem necessary or desirable, from time to time, to enhance utilization of the Country Club Facilities; (b) change, limit, or withdraw the categories and number of available Memberships; and (c) limit Membership availability to such persons as the Country Club Owner may determine. Nothing contained herein, however, shall be construed to require the Country Club Owner to offer Memberships. The rights and privileges, minimum usage requirements, initiation fees, dues, and other charges and requirements applicable to the respective Membership categories shall be as determined from time to time by the Country Club Owner in its reasonable discretion. The Country Club Owner may, from time to time, in its reasonable discretion, differentiate the fees and dues payable by different classes of members within a Membership category (e.g., a class of members who own property within the University Park development as distinguished from a class of members who do not own such property) and make Memberships available on an individual, family, junior, corporate, invitational, or other membership basis.

17.8 Required Membership in Country Club. As used herein, "Resident Membership" shall mean a membership in the Country Club that is designated as such by the Country Club and that includes, at a minimum and to the same extent as is applicable to other memberships in the Country Club, the following rights: (1) the right to use the dining and social facilities of the Country Club, (2) the right to be invited to special member events, and (3) the right to book the dining and social facilities of the Country Club for private events, subject to availability. The exercise of such rights shall be subject to the Country Club's rules and regulations in the same manner as applies to other Memberships. Resident Membership

may, in the sole discretion of the Country Club Owner, include additional rights designated by the Country Club Owner and, moreover, provide rights equivalent to a category of Regular Membership. Provided a Resident Membership is then available, each Person (other than Declarant, the Association, a Neighborhood Developer, a Neighborhood Association, or an Institutional Mortgagee) acquiring an ownership interest in a Parcel, as a condition of such ownership, shall make a bona fide application for a Resident Membership (or, at such Person's option, a Regular Membership, provided a Regular Membership is then available) in the manner prescribed by the Country Club Bylaws and, if such application is approved by the Country Club, pay to the Country Club such Country Club Charges as are then payable with respect to such Membership and thereafter maintain, for the duration of such Person's ownership interest in the Parcel, such Membership in good standing in accordance with the provisions of the Country Club Bylaws. Notwithstanding any provision of Article 17.7 or the Country Club Bylaws to the contrary:

A. No Person shall have the right to terminate such Person's Membership as long as such Person holds an ownership interest in a Parcel, unless the Membership is replaced by another category of Membership.

B. If a Person's Membership is terminated by the Country Club as a result of default in timely payment of such Person's Membership account or default by such Person in otherwise complying with the provisions of the Country Club Bylaws or the Country Club's rules and regulations, then: (1) such Person shall have no right to a return of any Country Club Charges previously paid by such Person to the Country Club; (2) such Person shall pay to the Country Club within 30 days any outstanding Country Club Charges owing by such Person; and (3) such Person shall pay to the Country Club within 30 days, as liquidated damages for such default, an amount equal to the greater of (i) \$10,500, or (ii) seven times the annual dues payable with respect to such Membership as of the date of the Membership termination.

C. With respect to a Resident Membership:

(1) The Country Club Charges shall be limited to an initiation fee, an annual food and beverage minimum, annual dues, charges incurred by the member for the voluntary purchase of services or goods from the Country Club, applicable sales taxes, and the liquidated damages prescribed by Article 17.8.B.

(2) The amount of the initiation fee in effect for any calendar year shall not exceed the Maximum Initiation Fee for such calendar year.

(3) The amount of the annual dues for any calendar year shall not exceed the Maximum Annual Dues for such calendar year.

(4) The amount of the food and beverage minimum for any calendar year shall not exceed the amount of the food and beverage minimum applicable to any other category of Membership for such calendar year.

(5) All charges (excluding taxes and gratuities) incurred by the member for purchases from the Country Club of food and beverages shall be applied to the food and beverage minimum.

5. Articles 17.11 and 17.12 of the Declaration are hereby amended in their entirety to read as follows:

17.11 Collection of Country Club Charges. Should an Owner fail to pay when due any initiation fee or annual dues owing to the Country Club (the "Delinquent Fees"), the Country Club may assign the Delinquent Fees to the Association for collection from the Owner. Such assignment shall be in writing and shall identify the nature and amount of the Delinquent Fees. Upon any such assignment, the Board shall levy an Individual Parcel Assessment against the Owner's Parcel in accordance with the provisions of Article 9.8. The Association shall notify the Owner of the Individual Parcel Assessment in accordance with the provisions of Article 9.10, and the Owner shall pay the Individual Parcel Assessment on or before the due date prescribed by Article 9.11. As provided by Article 10.1, the Individual Parcel Assessment shall be secured by a lien on the Owner's Parcel in favor of the Association. Should the Individual Parcel Assessment not be paid within 30 days after the Individual Parcel Assessment is due, the Association shall file a claim of lien against the Parcel in accordance with the provisions of Article 10.2 and forward to the Country Club a copy of the filed claim of lien. Thereafter, if so directed in writing by the Country Club, the Association shall enforce the lien pursuant to Article 10.2. The Country Club shall reimburse the Association for all costs, including Attorney's Fees, incurred by the Association in preparing, filing, and foreclosing the lien. All amounts collected by the Association through the exercise of the foregoing procedures, including Attorney's Fees and costs and including interest as provided in Article 9.12.A, shall be the property of the Country Club and shall forthwith be paid to the Country Club; provided, however, the delinquency charge provided in Article 9.12.B shall be retained by the Association in consideration of its enforcement of the lien.

17.12 Exceptions to Required Membership Provisions. The provisions of Articles 17.8, 17.9, and 17.11 shall not apply to any Person who holds an ownership interest in a Parcel by virtue of a deed or other instrument of conveyance recorded in the Public Records on or before December 31, 2007. However, except as otherwise stated below, the provisions of such Articles shall apply to any Person subsequently acquiring an ownership interest in such Parcel. In addition, the provisions of Articles 17.8 through 17.11 shall not apply to a Person: (a) who purchases an ownership interest in a Parcel pursuant to a written contract executed on or before December 31, 2007, by both such Person and the existing Owner, provided a copy of such executed contract is delivered to the Country Club Owner prior to the closing of such purchase; (b) who purchases an ownership interest in a Parcel that was subject, as of December 31, 2007, to a listing agreement between a licensed Florida real estate broker and an existing Owner, provided such purchase is closed prior to July 1, 2008, and a copy of the listing agreement is delivered to the Country Club Owner prior to the closing; or (c) who acquires an ownership interest in a Parcel from a grandparent, parent, spouse, child, or grandchild by gift, devise, inheritance, or operation of law. No Owner owning more than one Parcel shall be required to acquire, and maintain in good standing, more than one Membership. The provisions of Articles 17.8 – 17.11 shall not apply to any Person who is unable to acquire a Resident Membership for the reason that no Resident Membership is available. Should Resident Memberships at any time cease to be available, the Country Club Owner shall execute and record in the Public Records a statement to that effect. Thereafter, should Resident Memberships again be available, the Country Club Owner shall execute and record in the Public Records a statement to that effect.

6. Articles 17.15 through 17.17 are hereby added to the Declaration to read as follows:

17.15 Initial Comparable Country Clubs. Each of the following clubs is designated as a Comparable Country Club:

- A. Bradenton Country Club.
- B. The Founders Golf and Social Club.

- C. Lakewood Ranch Golf and Country Club.
- D. Laurel Oak Country Club.
- E. Longboat Key Club.
- F. Misty Creek Country Club.
- G. Palm-Aire Country Club.
- H. Rosedale Golf & Country Club.
- I. The Concession Golf Club.
- J. The Meadows Country Club.
- K. The Oaks Country Club.
- L. Tournament Players Club at Prestancia.
- M. Waterlefe Golf and River Club.
- N. Bobcat Trail Golf Club.
- O. Heron Creek Golf & Country Club.
- P. Mission Valley Country Club.
- Q. Pelican Pointe Golf & Country Club.
- R. Plantation Golf & Country Club.
- S. Riverwood Golf Club.
- T. Venice Golf & Country Club.

17.16 Changes in Comparable Country Clubs. The designation of any club as a Comparable Country Club may be revoked and replaced with the designation of a new club as a Comparable Country Club as of September 1 of any year in accordance with the following provisions:

A. If the Country Club and the Resident Representative agree in writing prior to September 1 of any year to revoke the designation of a club as a Comparable Country Club and to designate a new club as a Comparable Country Club in its place, such agreement shall take effect as of September 1 of such year.

B. If a club previously designated as a Comparable Country Club ceases to operate as a club with golf facilities as of August 1 of any year, the designation of such club as a Comparable Country Club shall be revoked and replaced with the designation of a new club as a Comparable Country Club. The designation of the replacement club shall be made by written agreement of the Country Club and the Resident Representative. If the Country Club and the Resident Representative fail to agree in writing on the designation of the replacement club by September 1 of such year (a "Stalemate"), then such designation shall be made unilaterally by either the Country Club or the Resident Representative as follows:

(1) If neither the Country Club nor the Resident Representative has previously made a unilateral designation, then the designation shall be made by the Country Club.

(2) On the next occasion of a Stalemate, the Resident Representative shall make the unilateral designation.

(3) Thereafter, the right to make the unilateral designation upon the occasion of a Stalemate shall alternate between the Country Club and the Resident Representative, so that the Country Club shall have the unilateral designation right if the right was last exercised by the Resident Representative and the Resident Representative shall have the unilateral designation right if the right was last exercised by Country Club.

C. Each unilateral designation shall be made in writing and delivered by the party making the designation to the other party within 15 days after the applicable Stalemate. In addition, a copy of each unilateral designation and each agreement made pursuant to Article 17.16.A shall be delivered to the Association and retained by the Association with its books and records.

D. Notwithstanding the provisions of Article 17.16.A, the Country Club and the Resident Representative may not agree to revoke the designation of more than five clubs as Comparable Country Clubs in any calendar year.

E. Notwithstanding the provisions of Article 17.16.B, if a club previously designated as a Comparable Country Club ceases to operate as a club with golf facilities as of August 1 of any year and no additional club qualifying as a replacement Comparable Country Club then exists, then no replacement shall be designated until such time as a club qualifying as a replacement Comparable Country Club does exist.

F. Notwithstanding the provisions of Article 17.16.A and B, no club may be designated as a replacement Comparable Country Club if on account of such designation the Maximum Annual Dues or the Maximum Initiation Fee in effect for the following calendar year would increase by more than the Allowable Percentage.

17.17 Maximum Annual Dues and Initiation Fees. On or before September 30 of each year, the Country Club shall calculate the Maximum Annual Dues and the Maximum Initiation Fee that will be in effect for the following calendar year. Within 15 days thereafter, the Country Club shall provide to the Resident Representative such calculation and documentation reasonably evidencing the Comparable Dues and Comparable Initiation Fees on which such calculation was based. If the Resident Representative disputes the accuracy or completeness of such calculation or documentation, the Resident Representative shall give written notice of such dispute to the Country Club within 30 days after receipt of such calculation and documentation. If the Country Club and the Resident Representative are unable, within 30 days thereafter, to agree upon the Maximum Annual Dues and the Maximum Initiation Fee that will be in effect for the following calendar year, the dispute shall be submitted to nonbinding mediation prior to the commencement of any judicial or administrative proceeding to determine such Maximum Annual Dues and Maximum Initiation Fee. If both the Country Club and the Resident Representative agree, such mediation shall be conducted through the Citizens Dispute Settlement Center for the Twelfth Judicial Circuit Court for the State of Florida pursuant to Section 44.201, Florida Statutes. Otherwise, such mediation shall be conducted pursuant to Article 18.5.B.

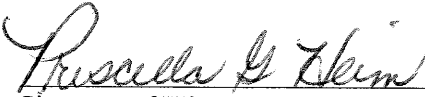


7. Article 21 of the Declaration is hereby amended in its entirety to read as follows:

This Declaration may be amended at any time and from time to time upon: (a) the approval of Voting Members representing at least two-thirds of the Association's Class A membership voting rights (as determined pursuant to Article 4.3.A) and the approval of the Majority Owners; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association and by the Majority Owners certifying that such approval has been obtained. This Declaration may also be amended by Declarant alone at any time prior to the Final Development Date by the recording in the Public Records of an instrument for that purpose executed by Declarant. Notwithstanding the foregoing: (1) no amendment shall be effective prior to the Final Development Date without Declarant's express written joinder and consent; (2) no amendment to Article 10.3, and no amendment materially and adversely affecting the rights of Institutional Mortgagees under Article 17.8 or Article 17.10, shall be effective without the written consent of Institutional

Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees; (3) no amendment materially and adversely affecting the rights or interests of Manatee County under Article 2.4.C, 5.6.C, 5.6.D, 5.7.A, 5.9, 6.2, 6.10, 11.11, or 15.1 shall be effective without the written consent of Manatee County; (4) no amendment to Article 17, and no amendment materially and adversely affecting the rights or interests of the Country Club Owner under any other provision of this Declaration, shall be effective without the written consent of the Country Club Owner; and (5) no amendment to Article 1.77, 1.80, 1.81, 1.82, 1.83, 1.84, 1.85, 1.86, 1.87, 1.88, 1.89, 1.90, 17.8, 17.11, 17.12, 17.15, 17.16, or 17.17 shall be effective without the recording in the Public Records of an instrument executed by the president and secretary of the Association certifying that such amendment has been approved by Voting Members representing at least two-thirds of the Association's Class A membership voting rights (as determined pursuant to Article 4.3.A). All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

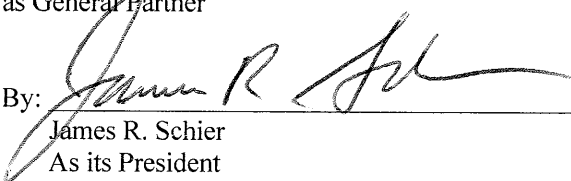
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 10th day of December 2008.

WITNESSES:


Signature of Witness **PRISCILLA G. HEIM**
Print Name of Witness

Signature of Witness

Print Name of Witness

**WOODLANDS COUNTRY CLUB
ASSOCIATES, LLP**

By: Woodlands Country Club Management, Inc.,
as General Partner

By: 
James R. Schier
As its President

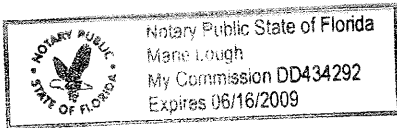
**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 10 day of December 2008 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Marie Lough
Signature of Notary Public

Marie Lough
Print Name of Notary Public



I am a Notary Public of the State of Florida, and my commission expires on 06-16-09.

JOINDER

UNIVERSITY PARK COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership, f/k/a University Park Country Club Associates, a Florida general partnership ("University"); and **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit ("Association"), hereby join in and consent to the foregoing Amendment and agree to the provisions thereof.

IN WITNESS WHEREOF, University and Association have caused this joinder to be executed in their names by their respective duly authorized officers as of this 5th day of December 2008.

Witnesses:

Lynda S Gutshall
Signature
Lynda S Gutshall
Print Name
Beverly Latine
Signature
Beverly Latine
Print Name

Lynda S Gutshall
Signature
Lynda S Gutshall
Print Name
Beverly Latine
Signature
Beverly Latine
Print Name

UNIVERSITY PARK COUNTRY CLUB ASSOCIATES, LLP

By: University Park Country Club Associates, Inc., a Florida corporation
As its General Partner

By: [Signature]
John A. Neal
As its President

UNIVERSITY PARK COMMUNITY ASSOCIATION, INC

By: [Signature]
Jan March
As its President

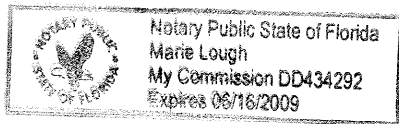
**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 10th day of December 2008 by John A. Neal, as President of University Park Country Club Associates, Inc., a Florida corporation and general partner of **UNIVERSITY PARK COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a University Park Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public

Notary Seal



My Commission Expires: 6-16-09
I am a Notary Public of the State of Florida,
and my commission expires on 6-16-09.

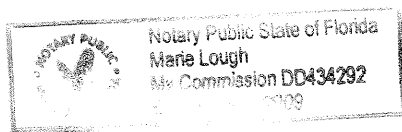
**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 10th day of December 2008 by Jan March, as President of **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public

Notary Seal



My Commission Expires: 6-16-09

I am a Notary Public of the State of Florida,
and my commission expires on 6-16-09.

JMH: 553796.9

Record \$18.50
Prepared by and return to:
✓ J. Michael Hartenstine, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

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**SEVENTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Article 9.13 of the Declaration limits the fee charged for information on amounts owing by an Owner to the Association to \$50; and

WHEREAS, Declarant desires to increase the amount of the fee to \$150, pursuant to Section 720.303(5)(d), Florida Statutes;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 9.13 to read as follows:

9.13 Proof of Payment of Assessment. Upon the request of any Owner or Institutional Mortgagee and the payment to the Association of such processing fee (not to exceed \$150 or such greater amount as may be authorized by Florida Statutes) as may be established by the Board, the Association shall furnish a certificate in writing signed by an officer of the Association showing the amount of unpaid Assessments, if any, against any Parcel in which such Owner or Institutional Mortgagee has an interest, the year or years for which any such unpaid Assessments were levied, and any interest or other charges owing thereon. Such certificate, in the absence of fraud, shall be conclusive evidence of the payment of any Assessment therein stated to have been paid.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 28th day of January 20078

WITNESSES:

Carol A. Briggs

Signature of Witness

CAROL A. BRIGGS

Print Name of Witness

Priscilla G. Heim

Signature of Witness

PRISCILLA G. HEIM

Print Name of Witness

**WOODLANDS COUNTRY CLUB
ASSOCIATES, LLP**

By: Woodlands Country Club Management, Inc.,
as General Partner

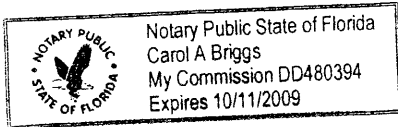
James R. Schier

By: James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30th day of January 2008 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Carol A. Briggs
Signature of Notary Public

CAROL A. BRIGGS
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 10/11/09.

JMH - 553796.6

Record \$112.00
Prepared by and return to:
J. Michael Hartenstine, Esq.
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

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**SIXTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, Declarant has developed portions of the property described in the Declaration as a gated community known as "University Park"; and

WHEREAS, within the University Park community is a private club known as "University Park Country Club" (the "Country Club"), which presently includes golf, tennis, fitness, croquet, dining, and social facilities; and

WHEREAS, the facilities of the Country Club are owned and operated by University Park Country Club Associates, LLP, a Florida limited liability partnership, f/k/a University Park Country Club Associates, a Florida general Partnership ("University"); and

WHEREAS, the facilities of the Country Club are situated on lands owned by Keswick Investments, LLC, a Florida limited liability company ("Keswick"), and University Park Partners, LLC, a Florida limited liability company ("Partners"), pursuant to Indenture recorded in Official Records Book 2234, page 7252, Public Records of Manatee County, Florida, which lands are leased by Keswick and Partners to University pursuant to an assignment of an unrecorded lease dated August 31, 1989, as amended; and

WHEREAS, the University Park community presently includes approximately 1185 home sites, each of which is owned by a member of University Park Community Association, Inc., a Florida corporation not for profit (the "Association"); and

WHEREAS, among the general purposes of the Association are the fulfillment of such duties as may be assigned to it under the terms of the Declaration and the promotion of the health, safety, and social welfare of the University Park homeowners; and

WHEREAS, the value of the homes within University Park and the lifestyle of the residents is positively influenced by maintenance of the Country Club facilities in an attractive and first-class manner; and

WHEREAS, the failure to maintain the Country Club facilities in an attractive and first-class manner would adversely impact the value of the homes within University Park and the lifestyle of the residents; and

WHEREAS, membership in the Country Club has previously been voluntary; and

WHEREAS, many homeowners in University Park have elected not to become a member of the Country Club, thereby depressing the Country Club's revenues and jeopardizing the financial ability of the Country Club to offer activities that enhance the lifestyle of the residents and to maintain the Country Club facilities in an attractive and first-class manner; and

WHEREAS, the attrition of existing homeowner members of the Country Club due to aging and other circumstances, if not offset by the addition of new homeowner members, will exacerbate the financial pressures on the Country Club; and

WHEREAS, the widespread failure of homeowners to become members of the Country Club, should it continue, may ultimately force the closure of the Country Club; and

WHEREAS, closure of the Country Club would have a severe and long-lasting negative impact on both the value of homes within University Park and the lifestyle of the residents; and

WHEREAS, through numerous meetings and discussions with residents and their representatives during the prior two years, Declarant has determined that there is extensive support among the University Park homeowners for an amendment to the Declaration that would require future homeowners to become members of the Country Club; and

WHEREAS, every homeowner in University Park took title to his or her homesite subject to the knowledge that the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the Declaration; and

WHEREAS, among the general purposes of the Declaration are to provide a general plan of development for the benefit of all owners of lands subject to the Declaration and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such lands; and

WHEREAS, the Declaration has been amended by Declarant previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant, after examination of the issues and consultation with residents and their representatives, has determined, in the exercise of its business judgment, that a reasonable method to preserve the maintenance of the Country Club facilities in an attractive and first-class manner for the benefit of home values within University Park and the lifestyle and enjoyment of University Park residents is to require that all University Park homeowners acquiring title to their home sites after December 31, 2007, become a member of the Country Club;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration effective January 1, 2008, as follows:

1. Article 1.27 of the Declaration is hereby amended in its entirety to read as follows:

1.27 "Country Club Facilities" shall mean all Improvements and facilities now or hereafter constructed or installed on the Country Club Parcel and owned by University, any successor or legal representative of University, or any Person to whom all rights of University under this Declaration are hereafter assigned pursuant to

written instrument duly recorded in the Public Records, which Improvements and facilities may include, by way of illustration and not as a limitation: a golf course; driving range; putting greens; golf practice facilities; club house; pro shop; landscaping; tennis courts; swimming pools; and fitness, croquet, dining, bar, maintenance, and parking facilities.

2. Article 1.29 of the Declaration is hereby amended in its entirety to read as follows:

1.29 "Country Club Owner" shall mean the Persons who, at a given time, own the Country Club Facilities.

3. Article 1.30 of the Declaration is hereby amended in its entirety to read as follows:

1.30 "Country Club Parcel" shall mean those lands described in Exhibit "A" to the Indenture recorded in Official Records Book 2234, page 7252, of the Public Records, together with a perpetual, nonexclusive easement over, under, and across all that property described and depicted in Exhibit "B" to such Indenture for the purposes set forth in such Indenture.

4. Article 1.39 of the Declaration is hereby amended in its entirety to read as follows:

1.39 "Golf Course" shall mean that portion of the Country Club Parcel on which the Country Club Owner now or hereafter maintains a golf course and related facilities, which facilities may include, by way of illustration and not as a limitation, driving ranges, putting greens, cart paths, lakes, and portions of the Surfacewater Management System.

5. Article 1.73 is hereby added to the Declaration to read as follows:

1.73 "Country Club" shall mean the private country club known as "University Park Country Club," which is presently owned and operated on the Country Club Parcel by University.

6. Article 1.74 is hereby added to the Declaration to read as follows:

1.74 "Country Club Bylaws" shall mean the bylaws governing the business and affairs of the Country Club adopted by University on November 10, 2007, as the same may be amended from time to time.

7. Article 1.75 is hereby added to the Declaration to read as follows:

1.75 "Country Club Charges" shall mean all amounts owing by a Person to the Country Club on account of such Person's Membership, including, without limitation, initiation fees, dues, Membership account charges, food and beverage minimums, sales taxes, and the liquidated damages prescribed by Article 17.8.B.

8. Article 1.76 is hereby added to the Declaration to read as follows:

1.76 "Keswick" shall mean Keswick Investments, LLC, a Florida limited liability company.

9. Article 1.77 is hereby added to the Declaration to read as follows:
- 1.77 "Membership" shall mean a membership in the Country Club.
10. Article 1.78 is hereby added to the Declaration to read as follows:
- 1.78 "Partners" shall mean University Park Partners, LLC, a Florida limited liability company.
11. Article 1.79 is hereby added to the Declaration to read as follows:
- 1.79 "University" shall mean University Park Country Club Associates, LLP, a Florida limited liability partnership, f/k/a University Park Country Club Associates, a Florida general Partnership.
12. The last sentence of Article 7.5 of the Declaration is hereby amended to read as follows: "Individual Parcel Expenses shall also include any Fine assessed against a Parcel's Owner pursuant to Article 18.3 and any Country Club Charges payable by a Parcel's Owner that are assigned to the Association for collection pursuant to Article 17.11."
13. The first sentence of Article 9.8 of the Declaration is hereby amended to read as follows: "Each Parcel to which Individual Parcel Expenses apply pursuant to Article 7.5 shall be subject to Individual Parcel Assessments levied by the Board for the payment of such Individual Parcel Expenses."
14. Articles 17.1 through 17.6 of the Declaration are hereby amended in their entirety to read as follows:
- 17.1 Country Club Lease.** The Country Club Parcel is owned by Keswick and Partners and has been leased by University from Keswick and Partners pursuant to an assignment of an unrecorded Lease Agreement dated August 31, 1989, as amended (the "Country Club Lease"). The term of the Country Club Lease expires on August 31, 2015. University presently is the owner of the Country Club. The Country Club Lease presently provides that upon its expiration or sooner termination, ownership of the Country Club will vest in Keswick and Partners. The provisions of the Country Club Lease may be amended at any time by consent of University, Keswick, and Partners.
- 17.2 Use of Country Club Facilities.** Neither membership in the Association nor ownership or occupancy of a Parcel shall confer upon any Person any right to use the Country Club Facilities or the Country Club Parcel or any ownership interest, or other legal or equitable property interest of any kind whatsoever, in the Country Club Facilities or the Country Club Parcel. Rights to use the Country Club Facilities will be granted only to such Persons, and only on such terms and conditions, as may be determined from time to time by the Country Club Owner. The Country Club Owner shall have the right, from time to time in its sole and absolute discretion and without notice, to: (a) establish, amend, or waive the terms and conditions of use of the Country Club Facilities, including, without limitation, eligibility for and duration of use rights, number of Persons entitled to use rights, categories of use, and extent of use rights; (b) reserve use rights; and (c) terminate use rights altogether. Operation, maintenance, and use of the Country Club Facilities or the Country Club shall be controlled exclusively by the Country Club Owner in its sole and absolute

discretion, and no Person shall have any claim against the Country Club Owner, Declarant, Keswick, or Partners for the manner in which such discretion is exercised. Whenever the provisions of this Declaration require or permit action to be taken, reviewed, approved, or withheld by the Country Club, the action of the Country Club Owner, acting through its employees and agents, shall be deemed to be the action of the Country Club. Any rights granted by the provisions of this Declaration to the Country Club shall be deemed vested in the Country Club Owner.

17.3 Changes in Ownership or Operation. Except as set forth herein, no representations or warranties have been or are made by Declarant, University, Keswick, or Partners with regard to the continuing ownership or operation of the Country Club Facilities or the Country Club, and no purported representation or warranty in such regard, either written or oral, shall have any effect unless set forth in an amendment to this Declaration executed by Declarant and the Country Club Owner. The ownership and operation of the Country Club Facilities or the Country Club may change at any time and from time to time for any reason, including, without limitation: (a) the sale of the Country Club Facilities or the Country Club to, or assumption of operations of the Country Club Facilities or the Country Club by, one or more Persons unaffiliated with Declarant or University; (b) the transfer, pursuant to contract, option, or otherwise, of the Country Club Facilities or the Country Club to one or more affiliates, employees, or independent contractors of Declarant or University; (c) the foreclosure of any lien encumbering the Country Club Facilities or the Country Club or the conveyance of the Country Club Facilities or the Country Club in lieu of foreclosure; or (d) the expiration or termination of the Country Club Lease. No such change of ownership or operation of the Country Club Facilities or the Country Club shall require the consent of the Association or any Owner. In addition, notwithstanding anything to the contrary contained herein, the Country Club Owner may elect at any time to suspend or terminate the operation of the Country Club Facilities or the Country Club. Under no circumstances shall the Country Club Facilities or the Country Club ever be conveyed to the Association.

17.4 Rights of Access and Parking. No Person shall have any right to use or enter upon the Country Club Facilities without the authorization of the Country Club Owner. All Persons having such authorization, which, by way of illustration and not as a limitation, may include members, guests, invitees, employees, agents, and contractors, shall at all times have a nonexclusive easement of access over: (a) all Community Roads to the extent reasonably necessary to travel to and from the Country Club Facilities and the entrances to the Community; and (b) all portions of the Community to the extent reasonably necessary for the operation, maintenance, repair, and replacement of the Country Club Facilities. Furthermore, to the extent authorized by the Country Club Owner, all Persons attending golf tournaments and other functions at the Country Club Facilities shall have the right to park their vehicles on the Common Areas at reasonable times before, during, and after such tournaments and functions.

17.5 Golf Course. The Country Club Facilities presently include the Golf Course. The Country Club Owner may, in its discretion and without obligation, modify the location and configuration of bunkers, greens, fairways, tees, and other portions of the Golf Course; expand the Golf Course to include additional holes and facilities; and contract the Golf Course to reduce the number of holes and facilities. To the extent any Golf Course landscaping, irrigation systems, maintenance vehicle access drives, or golf cart paths connecting holes of the Golf Course are located on any portion of the Community not owned or leased by the Country Club Owner, the Country Club Owner shall have a

nonexclusive easement over such portion for the use, maintenance, and replacement of such landscaping, irrigation systems, access drives, and golf cart paths and Improvements incidental thereto. The extent of Golf Course landscaping, and the extent of maintenance thereof, shall be as determined by the Country Club Owner. The Country Club Owner shall have no obligation to preserve or enhance the view of any Owner through the installation, maintenance, trimming, or pruning of any Golf Course trees or landscaping. The Country Club Owner may do all things necessary or appropriate, as determined by the Country Club Owner in its sole discretion, to maintain or operate the Golf Course, including: (a) apply pesticides, fertilizers, and other chemicals to the Golf Course; (b) conduct Golf Course maintenance operations, including the operation of maintenance vehicles and equipment, during such hours as the Country Club Owner may determine; and (c) permit play on the Golf Course, and the operation of golf carts, during such hours as the Country Club Owner may determine. No Person shall have any claim against the Country Club Owner, Keswick, Partners, or Declarant for any interference with such Person's view, peace and quiet, welfare, or access to light and air caused by any such maintenance or other activities undertaken or authorized by the Country Club Owner. No Person shall have the right to use the Golf Course for jogging, walking, exercising, picnicking, sunbathing, fishing, or other purposes without the express, written consent of the Country Club Owner, which consent may be withheld by the Country Club Owner in its sole and absolute discretion. Each Person playing golf upon the Golf Course shall have a nonexclusive license to go upon any portion of the Community adjacent thereto to retrieve errant golf balls as long as such Person does not damage the adjacent property while accomplishing such retrieval. Any golfer causing damage by his errant golf ball or while retrieving it shall be solely responsible for such damage, and neither the Country Club Owner nor Declarant, Keswick, or Partners shall have any responsibility therefor. Notwithstanding anything to the contrary contained herein, the present or future use of any portion of the Golf Course for golf course purposes may be discontinued or suspended at any time hereafter by the Country Club Owner.

17.6 Association Actions. The Association shall not authorize, take, or implement any action, policy, or program which, in the reasonable judgment of the Country Club Owner, may have any adverse effect on the ownership, operation, maintenance, or use of the Country Club Facilities or the Country Club, without the prior written consent of the Country Club Owner. Such consent shall be deemed to have been given with respect to any proposed action if the Country Club Owner does not give the Association written notice of objection to the proposed action within 30 days after receipt of written notice from the Association specifying the proposed action. If the Country Club Owner gives such notice of objection, the Country Club Owner shall specify with reasonable particularity the basis for the objection. Any action requiring consent of the Country Club Owner taken by the Association without such consent shall not be void, but shall be voidable by the Country Club Owner at any time by delivery to the Association of notice of the Country Club Owner's objection to such action.

15. Articles 17.7 through 17.14 are hereby added to the Declaration to read as follows:

17.7 Country Club Memberships. The Country Club presently offers various categories of Membership, including Full Membership, Tennis Membership, Sports Membership, and Social Membership, each of which is more fully described in the Country Club Bylaws. A Membership is a license, granted by the Country Club and revocable by the Country Club at any time in accordance with the provisions of the Country Club Bylaws, to use the Country Club Facilities

to the extent provided by the applicable Membership categories. This license may not be transferred to another Person unless specifically allowed by the Country Club Bylaws. A Membership does not create or convey any ownership interest, or other legal or equitable property interest of any kind, nature, right, or description whatsoever, in the Country Club, the Country Club Facilities, or any other assets owned or used in connection with the Country Club. A Membership is not an investment in the Country Club. A Membership is subject to all the terms and conditions contained in the Country Club Bylaws. The Country Club Owner may, in its sole discretion: (a) create such categories of Memberships as it shall deem necessary or desirable, from time to time, to enhance utilization of the Country Club Facilities; (b) change, limit, or withdraw the categories and number of available Memberships; and (c) limit Membership availability to such persons as the Country Club Owner may determine. Nothing contained herein, however, shall be construed to require the Country Club Owner to offer Memberships. The rights and privileges, minimum usage requirements, initiation fees, dues, and other charges and requirements applicable to the respective Membership categories shall be as determined from time to time by the Country Club Owner in its reasonable discretion. The Country Club Owner may, from time to time, in its reasonable discretion, differentiate the fees and dues payable by different classes of members within a Membership category (e.g., a class of members who own property within the University Park development as distinguished from a class of members who do not own such property) and make Memberships available on an individual, family, junior, corporate, invitational, or other membership basis.

17.8 Required Membership in Country Club. Provided a Membership is then available, each Person (other than Declarant, the Association, a Neighborhood Developer, a Neighborhood Association, or an Institutional Mortgagee) acquiring an ownership interest in a Parcel, as a condition of such ownership, shall make a bona fide application for a Membership in the manner prescribed by the Country Club Bylaws and, if such application is approved by the Country Club, pay to the Country Club such Country Club Charges as are then payable with respect to such Membership and thereafter maintain, for the duration of such Person's ownership interest in the Parcel, such Membership in good standing in accordance with the provisions of the Country Club Bylaws. Notwithstanding any provision of the Country Club Bylaws to the contrary:

A. No Person shall have the right to terminate such Person's Membership as long as such Person holds an ownership interest in a Parcel, unless the Membership is replaced by another category of Membership.

B. If a Person's Membership is terminated by the Country Club as a result of default in timely payment of such Person's Membership account or default by such Person in otherwise complying with the provisions of the Country Club Bylaws or the Country Club's rules and regulations, then: (1) such Person shall have no right to a return of any Country Club Charges previously paid by such Person to the Country Club; (2) such Person shall pay to the Country Club within 30 days any outstanding Country Club Charges owing by such Person; and (3) such Person shall pay to the Country Club within 30 days, as liquidated damages for such default, an amount equal to the greater of (i) \$10,500, or (ii) seven times the annual dues payable with respect to such Membership as of the date of the Membership termination.

17.9 Certificate. Upon the Country Club's approval of a Person's Membership application and such Person's payment to the Country Club of such Country Club Charges as are then payable with respect to such Membership, the Country Club Owner shall issue to such Person an acknowledged certificate in recordable form verifying that such Person is the holder of a Membership. Should such Person's Membership application not be approved by the Country Club, the Country Club Owner shall issue to such Person an acknowledged certificate in recordable form stating either that such Person did not make a bona fide application for a Membership in the manner prescribed by the Country Club Bylaws or that, notwithstanding such Person's bona fide application for a Membership, such application was not approved by the Country Club.

17.10 Void Conveyances. Any deed or other instrument conveying an ownership interest in a Parcel after December 31, 2007, to any Person other than Declarant, the Association, a Neighborhood Developer, a Neighborhood Association, or an Institutional Mortgagee shall be void unless there shall also be recorded in connection therewith a certificate executed by the Country Club Owner pursuant to Article 17.9 verifying that such Person is the holder of a Membership or stating that, notwithstanding such Person's bona fide application for a Membership, such application was not approved by the Country Club.

17.11 Collection of Country Club Charges. Should an Owner fail to pay when due any Country Club Charges, the Country Club may assign such unpaid Country Club Charges to the Association for collection from the Owner. Such assignment shall be in writing and shall identify the nature and amount of the unpaid Country Club Charges. Upon any such assignment, the Board shall levy an Individual Parcel Assessment against the Owner's Parcel in accordance with the provisions of Article 9.8. The Association shall notify the Owner of the Individual Parcel Assessment in accordance with the provisions of Article 9.10, and the Owner shall pay the Individual Parcel Assessment on or before the due date prescribed by Article 9.11. As provided by Article 10.1, the Individual Parcel Assessment shall be secured by a lien on the Owner's Parcel in favor of the Association. Should the Individual Parcel Assessment not be paid within 30 days after the Individual Parcel Assessment is due, the Association shall file a claim of lien against the Parcel in accordance with the provisions of Article 10.2 and forward to the Country Club a copy of the filed claim of lien. Thereafter, if so directed in writing by the Country Club, the Association shall enforce the lien pursuant to Article 10.2. All amounts (other than costs, including Attorney's Fees, incurred by the Association in preparing, filing, and foreclosing the lien) collected by the Association through the exercise of the foregoing procedures, including interest as provided in Article 9.12.A, shall be the property of the Country Club and shall forthwith be paid to the Country Club; provided, however, the delinquency charge provided in Article 9.12.B shall be retained by the Association in consideration of its enforcement of the lien.

17.12 Exceptions to Required Membership Provisions. The provisions of Articles 17.8, 17.9, and 17.11 shall not apply to any Person who holds an ownership interest in a Parcel by virtue of a deed or other instrument of conveyance recorded in the Public Records on or before December 31, 2007. However, except as otherwise stated below, the provisions of such Articles shall apply to any Person subsequently acquiring an ownership interest in such Parcel. In addition, the provisions of Articles 17.8 through 17.11 shall not apply to a Person: (a) who purchases an ownership interest in a Parcel pursuant to a written contract executed on or before December 31, 2007,

by both such Person and the existing Owner, provided a copy of such executed contract is delivered to the Country Club Owner prior to the closing of such purchase; (b) who purchases an ownership interest in a Parcel that was subject, as of December 31, 2007, to a listing agreement between a licensed Florida real estate broker and an existing Owner, provided such purchase is closed prior to July 1, 2008, and a copy of the listing agreement is delivered to the Country Club Owner prior to the closing; or (c) who acquires an ownership interest in a Parcel from a grandparent, parent, spouse, child, or grandchild by gift, devise, inheritance, or operation of law. No Owner owning more than one Parcel shall be required to acquire, and maintain in good standing, more than one Membership. The provisions of Articles 17.8 – 17.11 shall not apply to any Person who is unable to acquire a Membership for the reason that no Membership is available. Should Memberships at any time cease to be available, the Country Club Owner shall execute and record in the Public Records a statement to that effect.

17.13 Remedies. The provisions of Article 17.11 shall not be construed as an exclusive remedy and shall exist in addition to all other rights and remedies to which the Country Club may be legally entitled. Without limiting the foregoing, should any Person fail to pay when due any Country Club Charges, the Country Club Owner may commence an action against such Person for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In addition, should the Association fail to fulfill its obligations under Article 17.11, the Country Club Owner may commence an action against the Association for any relief allowed by law, including, without limitation, money damages and specific performance. In any such action in which the Country Club Owner is the prevailing party, the Country Club Owner shall be entitled to recover its costs and Attorney's Fees.

17.14 Exercise of Country Club Owner Rights. The rights of the Country Club Owner enumerated in this Article 17 or elsewhere in this Declaration are for the benefit of the Country Club Owner and may be exercised, waived, released, or assigned, in whole or in part, in the Country Club Owner's sole discretion. No Person shall have any cause of action against the Country Club Owner on account of the Country Club Owner's exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

16. Article 21 of the Declaration is hereby amended in its entirety to read as follows:

This Declaration may be amended at any time and from time to time upon: (a) the approval of Voting Members representing at least two-thirds of the Association's Class A membership voting rights (as determined pursuant to Article 4.3.A) and the approval of the Majority Owners; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association and by the Majority Owners certifying that such approval has been obtained; provided, however, that: (1) no amendment shall be effective prior to the Final Development Date without Declarant's express written joinder and consent; (2) no amendment to Article 10.3, and no amendment materially and adversely affecting the rights of Institutional Mortgagees under Article 17.8 or Article 17.10, shall be effective without the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees; (3) no amendment materially and adversely affecting the rights or interests of Manatee County under Articles 2.4.C, 5.6.C, 5.6.D, 5.7.A, 5.9, 6.2, 6.10, 11.11, or 15.1 shall be effective without the written consent of Manatee County; and (4) no amendment to Article 17, and no amendment materially and adversely affecting the rights or interests of the Country Club

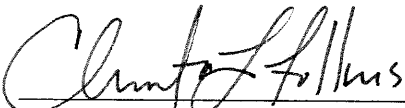
Owner under any other provision of this Declaration, shall be effective without the written consent of the Country Club Owner. This Declaration may also be amended by Declarant alone at any time prior to the Final Development Date by the recording in the Public Records of an instrument for that purpose executed by Declarant. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 27th day of December 2007.

WITNESSES:

**WOODLANDS COUNTRY CLUB
ASSOCIATES, LLP**

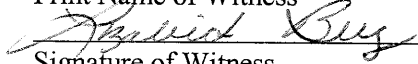
By: Woodlands Country Club Management, Inc.,
as General Partner



Signature of Witness

Christa L. Folkers


Print Name of Witness



Signature of Witness

Lizabeth Berg

Print Name of Witness

By: 

James R. Schier
As its President

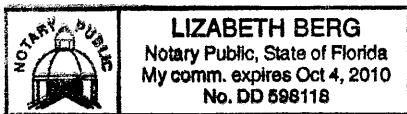
**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 27th day of December 2007 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Signature of Notary Public

(Notary Seal)



Lizabeth Berg

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 10-4-2010.

JMH - 553796.3

JOINDER

KESWICK INVESTMENTS, LLC, a Florida limited liability company ("Keswick");
UNIVERSITY PARK PARTNERS, LLC, a Florida limited liability company ("Partners");
UNIVERSITY PARK COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership,
f/k/a University Park Country Club Associates, a Florida general partnership ("University"); and
UNIVERSITY PARK COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit
("Association"), hereby join in and consent to the foregoing Amendment and agree to the provisions
thereof.

IN WITNESS WHEREOF, Keswick, Partners, University, and Association have caused this
joinder to be executed in their names by their respective duly authorized officers this 27th day of
December 2007.

Witnesses:




Signature

Christa L. Folkers

Print Name

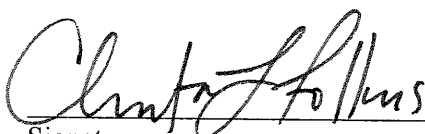
Signature



Signature
Lizabeth Berg

Print Name

Signature

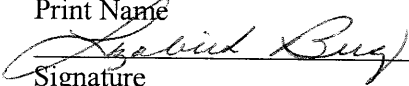


Signature

Christa L. Folkers

Print Name

Signature



Signature
Lizabeth Berg

Print Name

Signature

Signature

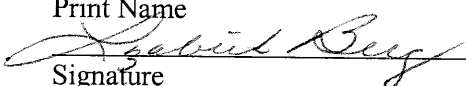


Signature

Christa L. Folkers

Print Name

Signature



Signature
Lizabeth Berg

Print Name

Signature

KESWICK INVESTMENTS, LLC

By: 

Signature

John A. Neal

As its Manager

UNIVERSITY PARK PARTNERS, LLC

By: 

Signature

J. Michael Hartenstine

As its Manager

**UNIVERSITY PARK COUNTRY CLUB
ASSOCIATES, LLP**

By: University Park Country Club Associates,
Inc., a Florida corporation
As its General Partner

By: 

Signature

John A. Neal

As its President

Witnesses:

Lynda J Gutshall
Signature
Lynda J Gutshall
Print Name
Lorraine Sawin
Signature
LORRAINE SAWIN
Print Name

**UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC**

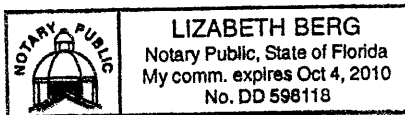
By: [Signature]
Ronald N. Tobin
As its Vice President

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 27th day of December 2007 by John A. Neal, as Manager of **KESWICK INVESTMENTS, LLC**, a Florida limited liability company, on behalf of the company. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Notary Public

Notary Seal



My Commission Expires: 10-4-2010

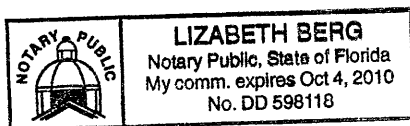
I am a Notary Public of the State of Florida,
and my commission expires on 10-4-2010.

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 27th day of December 2007 by J. Michael Hartenstine, as Manager of **UNIVERSITY PARK PARTNERS, LLC**, a Florida limited liability company, on behalf of the company. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
Notary Public

Notary Seal



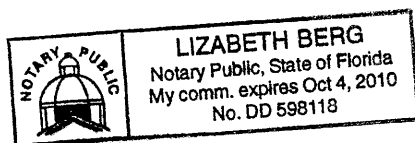
My Commission Expires: _____

I am a Notary Public of the State of Florida,
and my commission expires on 10-4-2010.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of December 2007 by John A. Neal, as President of University Park Country Club Associates, Inc., a Florida corporation and general partner of **UNIVERSITY PARK COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a University Park Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Seal



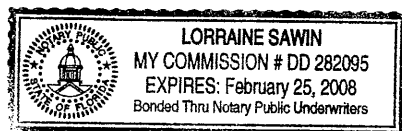
Lizbeth Berg
Notary Public

My Commission Expires: 10-4-2010
I am a Notary Public of the State of Florida,
and my commission expires on 10-4-2010.

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of December 2007 by Ronald N. Tobin, as Vice President of **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Seal



Lorraine Sawin
Notary Public

My Commission Expires: 2-25-08
I am a Notary Public of the State of Florida,
and my commission expires on 2-25-08.

Record \$18.50

Prepared by and return to:

✓ J. Michael Hartenstine, Esq.

Williams, Parker, Harrison, Dietz & Getzen

200 South Orange Avenue

Sarasota, Florida 34236

(941) 366-4800

OR BOOK 02179 PAGES 2218 - 2219
MANATEE COUNTY CLERK COURT
2 PAGES(S)
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**FIFTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, LLP, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Article 18.3 of the Declaration provides for the imposition of fines in accordance with the procedures set forth therein; and

WHEREAS, Declarant desires to clarify the provisions of Article 18.3 with respect to the limitations on fines set forth in Florida Statutes;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by adding Article 18.3.C(3) to read as follows:

(3) There shall be no limit on the aggregate amount of any Fine.

10th **IN WITNESS WHEREOF**, Declarant has caused this instrument to be executed in its name this day of January 2007.

WITNESSES:

**WOODLANDS COUNTRY CLUB
ASSOCIATES, LLP**

By: Woodlands Country Club Management, Inc.,
as General Partner

Sheryl J. Galea
Signature of Witness
SHERYL J. GALEA

Sandra K Bratton
Print Name of Witness
Signature of Witness

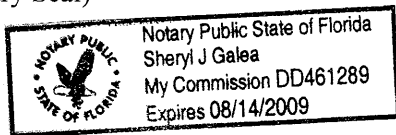
SANDRA BRATTON
Print Name of Witness

By: James R. Schier
James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10th day of January 2007 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES, LLP**, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Sheryl J. Galea
Signature of Notary Public

SHERYL J. GALEA

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on _____.

JMH - 553796.2

Record §

Prepared by and return to:

William G. Schlotthauer, Esq.

Williams, Parker, Harrison, Dietz & Getzen

200 South Orange Avenue

Sarasota, Florida 34236

(941) 366-4800

**FOURTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend the Declaration to provide for a modified commencement date for the terms of Neighborhood Committee members and chairs, and to provide for a two year term for Neighborhood Committee chairs;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 3.3 to read as follows:

3.3 Neighborhood Committee. In each Neighborhood that does not have a Neighborhood Association, the Neighborhood Owners shall elect a committee (the "Neighborhood Committee") to advise the Board on matters affecting the interests of the Neighborhood Owners. Each Neighborhood Committee shall consist initially of three members. The number of members on a Neighborhood Committee may be increased to five at any time by the terms of the Supplemental Declaration applicable to the Neighborhood or by vote of Neighborhood Owners owning a majority of the Parcels within the Neighborhood. All members of a Neighborhood Committee shall be elected by the Neighborhood Owners at an annual meeting of the Neighborhood Owners. All elections of members of a Neighborhood Committee shall be by plurality vote. The Neighborhood Committee shall elect a chairman, who shall serve for a term of two years. All other members of the Neighborhood Committee shall serve for terms of one year. The terms for all Neighborhood Committee members shall commence on October 1 following the annual meeting of the Neighborhood Owners. Any vacancy occurring on a Neighborhood Committee due to a member's death or resignation shall be filled by

majority vote of the remaining members of the Neighborhood Committee. A majority of the members of the Neighborhood Committee shall constitute a quorum at any meeting of the Neighborhood Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Neighborhood Committee. The chairman shall preside at meetings of the Neighborhood Committee and Neighborhood Owners. The chairman shall be responsible for transmitting communications to the Board, shall be authorized to execute documents on behalf of the Neighborhood Committee, and shall have such other duties as may be assigned to him by this Declaration or the Supplemental Declaration applicable to the Neighborhood.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 27 day of February 2004.

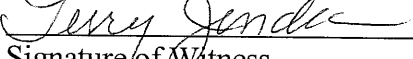
WITNESSES:

WOODLANDS COUNTRY CLUB ASSOCIATES

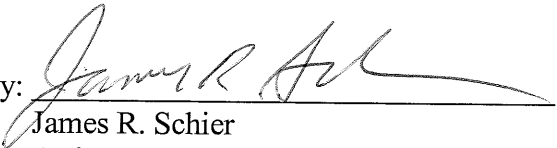
By: Woodlands Country Club Management, Inc.,
as General Partner


Signature of Witness

NANCY L. BACKER
Print Name of Witness


Signature of Witness

TERRY JENCKS
Print Name of Witness

By: 
James R. Schier
As its President

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 27 day of February 2004 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES**, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.



Signature of Notary Public

NANCY L. BACKER

(Notary Seal)



Nancy L. Backer

My Commission DD060701

Expires September 27, 2005

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 9/27/05.

Record \$ 10.50

Prepared by and return to:
✓ William G. Schlotthauer, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

**THIRTEENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend the Declaration with respect to the capital contributions;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends Article 9.14 of the Declaration to read as follows:

9.14 Working Capital Contribution. The Board may, in its discretion, require each Owner of an Assessable Parcel who acquires his Parcel directly from Declarant or from a Neighborhood Developer to pay to the Association a one-time contribution (the "Community Working Capital Contribution") to be used by the Association solely for the payment of Community Expenses. The amount of the Community Working Capital Contribution shall be as determined by the Board, but shall not exceed an amount equal to two times the then applicable annual Community Assessment. In addition, the Board may, in its discretion, require each Neighborhood Owner who is not a member of a Neighborhood Association and who acquires his Parcel directly from Declarant or from a Neighborhood Developer to pay to the Association a one-time contribution (the "Neighborhood Working Capital Contribution") to be used by the Association solely for the payment of the applicable Neighborhood Expenses. The amount of the Neighborhood Working Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable annual Neighborhood Assessment. The manner in which the Neighborhood Working Capital Contribution is determined may vary among the Neighborhoods, but shall be uniform within a Neighborhood

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name
this 29th day of December 2003.

WITNESSES:

Karen L. Byrnes
Signature of Witness
KAREN L. BYRNES

Dale E. Weidemiller
Print Name of Witness
Signature of Witness
DALE E. WEIDEMILLER
Print Name of Witness

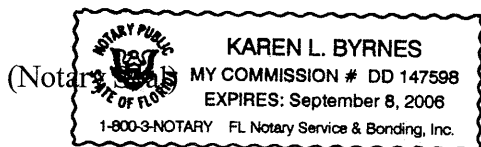
WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc.,
as General Partner

By: James R. Schier
James R. Schier
As its President

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 29th day of December
2003, by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida
corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES**, a Florida
general partnership, on behalf of the corporation and the partnership. The above-named person is
personally known to me or has produced N/A as identification. If no type
of identification is indicated, the above-named person is personally known to me.



Karen L. Byrnes
Signature of Notary Public
KAREN L. BYRNES
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 9/08/06.

Record \$10.50

Prepared by and return to:
William G. Schlotthauer, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

**TWELFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership (“Declarant”), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the “Declaration”) in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to clarify the responsibility of University Park Community Association, Inc., a Florida corporation not for profit, with respect to the Surfacewater Management System;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Article 6.11 is added to the Declaration to read as follows:

6.11 Surfacewater Management System. In addition to its maintenance obligations under the foregoing provisions of this Article 6, the Association shall comply with the following provisions with respect to the Surfacewater Management System:

A. The Association shall operate and maintain the Surfacewater Management System (including supplemental littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, and periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of Manatee County, Southwest Florida Water Management District, and other governmental authorities.

B. The Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by Manatee County, Southwest Florida Water Management District, or other governmental authorities.

2. The following sentence is added to Article 16.2 of the Declaration:

Nothing set forth in this Article 16.2 shall be construed to abrogate the Association's responsibility under Article 6 to operate and maintain the Surfacewater Management System in compliance with all applicable regulations of Manatee County, SWFWMD, and other governmental authorities, nor shall the exercise of Declarant's rights under this Article 16.2 materially impede the Association's fulfillment of such responsibility.

18th IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this day of July 2003.

WITNESSES:

WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc.,
as General Partner

Nancy L. Backer
Signature of Witness
NANCY L. BACKER

Print Name of Witness

Erin C. Curry
Signature of Witness

Print Name of Witness

ERIN C. CURRY

By: James R. Schier
James R. Schier
As its President

**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 18th day of July 2003 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **WOODLANDS COUNTRY CLUB ASSOCIATES**, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Nancy L. Backer
Signature of Notary Public

(Notary Seal)



Nancy L. Backer
My Commission DD060701
Expires September 27, 2005

NANCY L. BACKER

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 9/27/05.

Record \$10.50

Prepared by and return to:

✓William G. Schlotthauer, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

**ELEVENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend Article 9.2.A(4) of the Declaration with respect to the allocation of Assessment Shares to reconfigured lots; and

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 9.2.A.(4) to read as follows:

(4) Subdivision Parcels. In the event any subdivision lot or condominium unit is subdivided between two or more Owners, the Assessment Share attributable to such lot or unit shall be prorated between such Owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares initially allocated to such lots or units. Notwithstanding the foregoing or the provisions of Article 9.2.A(1), if a Person acquires title directly from Declarant or a Neighborhood Developer to two adjoining lots or parts thereof that are combined as a building site for a single dwelling unit, there shall be allocated to such combined adjoining lots or parts thereof a total of one Assessment Share.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this _____ day of July 2000.

WITNESSES:

**WOODLANDS COUNTRY CLUB
ASSOCIATES**

By: Woodlands Country Club
Management, Inc., as General Partner

Cheri A. Searcy
Signature of Witness
CHERIA. SEARCY

Print Name of Witness

Carole Wus
Signature of Witness
CAROLE WUS


Print Name of Witness

By: James R. Schier
James R. Schier
As its President

**STATE OF FLORIDA
COUNTY OF MANATEE**


The foregoing instrument was acknowledged before me this 10th day of July 2000 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of **Woodlands Country Club Associates**, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

 Cheri A. Searcy
My Commission CC789888
Expires December 25, 2002

Cheri A. Searcy
Signature of Notary Public
CHERIA. SEARCY

Print Name of Notary Public

 Cheri A. Searcy
My Commission CC789888
Expires December 25, 2002

I am a Notary Public of the State of Florida, and my commission expires on 12/25/02.

Prepared by and return to:

✓ Jeffrey A. Grebe, Esq.

Williams, Parker, Harrison, Dietz & Getzen

200 South Orange Avenue

Sarasota, Florida 34236

(941) 366-4800

**TENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend Article 3.3 with respect to the Neighborhood Committees; and

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 3.3 to read as follows:

3.3 Neighborhood Committee. In each Neighborhood that does not have a Neighborhood Association, the Neighborhood Owners shall elect a committee (the "Neighborhood Committee") to advise the Board on matters affecting the interests of the Neighborhood Owners. Each Neighborhood Committee shall consist initially of three members. The number of members on a Neighborhood Committee may be increased to five at any time by the terms of the Supplemental Declaration applicable to the Neighborhood or by vote of Neighborhood Owners owning a majority of the Parcels within the Neighborhood. All members of a Neighborhood Committee shall be elected by the Neighborhood Owners at an annual meeting of the Neighborhood Owners. All elections of members of a Neighborhood Committee shall be by plurality vote. All Neighborhood Committee members shall serve for terms of one year. Any vacancy occurring on a Neighborhood Committee due to a member's death or resignation shall be filled by majority vote of the remaining members of the Neighborhood

Committee. A majority of the members of the Neighborhood Committee shall constitute a quorum at any meeting of the Neighborhood Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Neighborhood Committee. Each Neighborhood Committee shall elect a chairman from among its members. The chairman shall preside at meetings of the Neighborhood Committee and Neighborhood Owners. The chairman shall be responsible for transmitting communications to the Board, shall be authorized to execute documents on behalf of the Neighborhood Committee, and shall have such other duties as may be assigned to him by this Declaration or the Supplemental Declaration applicable to the Neighborhood.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 26th day of February 1998.

WITNESSES:

WOODLANDS COUNTRY CLUB
ASSOCIATES

By: Woodlands Country Club
Management, Inc., as General Partner

Cheri A. Searcy
Signature of Witness
CHERIA A. SEARCY

Print Name of Witness

Carole Wus
Signature of Witness
CAROLE WUS

Print Name of Witness

By: James R. Schier
James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of March 1998 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



CHERIA A. SEARCY
My Commission CC421071
Expires Dec. 25, 1998
Bonded by ANE
800-852-5878

Cheri A. Searcy
Signature of Notary Public

CHERIA A. SEARCY

Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 12/25/98.

Prepared by and return to:
Jeffrey A. Grebe, Esq.
Williams, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236
(941) 366-4800

**NINTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend Article 16.2 with respect to Declarant's rights concerning to the Surfacewater Management System; and

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 16.2 to read as follows:

16.2 Rights to Surfacewater Management System. Declarant shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other areas and apparatus comprising the Surfacewater Management System. No use of the water in any of the Surfacewater Management System's lakes or ponds may be made by the Association or other Persons without Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by Declarant. Declarant may, in its sole and absolute discretion and without notice: (a) remove or withdraw all or any part of the water from any lake or any other portion of the Surfacewater Management System for any purpose, including but not limited to maintenance, compliance with governmental regulations, or extraction of fill dirt; and (b) add Reclaimed Water to any lake or other portion of the Surfacewater Management System for any purpose, including but not limited to purposes related to irrigation of any lands within the Community, the Country Club Parcel, or any other lands outside of the Community. No person shall have any claim against Declarant, the Association, any Neighborhood Developer, or the Country Club Owner for Declarant's exercising of such rights or the manner in which such discretion is exercised. As used herein, the phrase "Reclaimed Water" shall mean water that has received a degree of treatment and basic disinfection at a wastewater treatment facility but does not qualify as potable water under applicable governmental regulations.

BK 1491 PG 2433 DKT# 921859 1 of 2

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 17th day of June 1996.

WITNESSES:

Cheri A. Searcy
Signature of Witness
Cheri A. Searcy
Print Name of Witness
Susan M. Headrick
Signature of Witness
Susan M. Headrick
Print Name of Witness

WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc., as
General Partner

By: James R. Schier
James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25th day of June 1996 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Cheri A. Searcy
Signature of Notary Public
Cheri A. Searcy
Print Name of Notary Public



CHERI A SEARCY
My Commission CC421071
Expires Dec. 25, 1998
Bonded by ANB
800-852-5878

I am a Notary Public of the State of Florida, and my
commission expires on 12/25/98.

JAG-163057

BK 1491 PG 2434
FILED AND RECORDED 06/27/96 1:26PM 2 of 2
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

**EIGHTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend Article 9.2.A(4) of the Declaration with respect to the allocation of Assessment Shares to lots combined as a building site for a single dwelling unit;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 9.2.A(4) to read as follows:

(4) Subdivision Parcels. In the event any subdivision lot or condominium unit is subdivided between two or more Owners, the Assessment Share attributable to such lot or unit shall be prorated between such Owners on the basis of square footage. The combination of any two or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares initially allocated to such lots or units; provided, however, that notwithstanding the provisions of Article 9.2.A(1), if a Person acquires title directly from Declarant or a Neighborhood Developer to two adjoining lots that are combined as a building site for a single dwelling unit, there shall be allocated to such combined, adjoining lots a total of one Assessment Share.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 16 day of November 1995.

WITNESSES:

Cheri A. Searcy
Signature of Witness
Cheri A. Searcy
Print Name of Witness
Susan Headrick
Signature of Witness
Susan Headrick
Print Name of Witness

WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc., as
General Partner

By: James R. Schier
James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th day of November 1995 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



CHERI A SEARCY
My Commission CC421071
Expires Dec. 25, 1998
Bonded by ANB
800-852-5878

Cheri A. Searcy
Signature of Notary Public

Cheri A. Searcy
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 12/25/98.

JMH-120591

PREPARED BY AND RETURN TO: ✓
J. MICHAEL HARTENSTINE
WILLIAMS, PARKER, HARRISON,
DIETZ & GETZEN
200 S. ORANGE AVE.
SARASOTA, FL. 34236

EX 1474 PG 114
K.B. SHIRE CLERK OF CIRCUIT COURT MANATEE COUNTY FL
FILED AND RECORDED 11/27/95 12:18PM 2 of 2

**SEVENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Article 16.2 of the Declaration reserves to Declarant the right to control the water level, maintenance, and use of the Surfacewater Management System for University Park, subject to certain use rights of the Country Club Owner; and

WHEREAS, University Park Country Club Associates, a Florida general partnership ("University"), as the Country Club Owner, acknowledges that its water use rights are subject to the approval of Declarant; and

WHEREAS, Declarant desires to amend the Declaration to evidence that the Country Club Owner's right to use the waters of the Surfacewater Management System is subject to Declarant's approval;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, and with the consent of University, Declarant hereby amends the Declaration by modifying Article 16.2 to read as follows:

16.2 Rights to Surfacewater Management System. Declarant shall have the sole right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other areas and apparatus comprising the Surfacewater Management System. No use of the water in any of the Surfacewater Management System's lakes or ponds may be made by the Association or other Persons without Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by Declarant.

IN WITNESS WHEREOF, Declarant and University have caused this instrument to be executed in their names this 7th day of February 1995.

WITNESSES:

Cheri A. Searcy
Signature of Witness
Cheri A. Searcy
Print Name of Witness
Susan Headrick
Signature of Witness
SUSAN HEADRICK
Print Name of Witness

WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc., as
General Partner

By: James R. Schier
James R. Schier
As its President

UNIVERSITY PARK COUNTRY
CLUB ASSOCIATES

By: University Park Country
Club Associates, Inc.

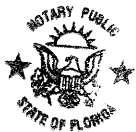
By: Dale E. Weidemiller
Dale E. Weidemiller
As its President

Lorraine Sawin
Signature of Witness
LORRAINE SAWIN
Print Name of Witness
Saralyn Thomas
Signature of Witness
Saralyn Thomas
Print Name of Witness

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of February 1995 by James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



CHERI A SEARCY
My Commission CC421071
Expires Dec. 25, 1998
Bonded by ANB
800-852-5878

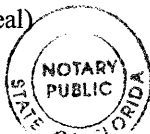
Cheri A. Searcy
Signature of Notary Public
Cheri A. Searcy
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 12/25/98.

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of February 1995 by Dale E. Weidemiller, as President of University Park Country Club Associates, Inc., a Florida corporation and general partner of University Park Country Club Associates, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



LORRAINE SAWIN
My Comm Exp. 5-12-96
Bonded By Service Ins.
No. CC200829

Lorraine Sawin
Signature of Notary Public
LORRAINE SAWIN
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 5-12-96.

**SIXTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, Page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend the Declaration to provide that the first annual meeting of Neighborhood Owners shall be held within 12 months following the creation of the first Assessable Parcel within the Neighborhood.

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by modifying Article 3.5 to read as follows:


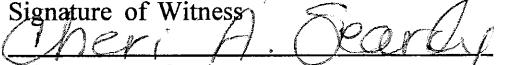
3.5 Meetings of Neighborhood Owners. In each Neighborhood that does not have a Neighborhood Association, meetings of the Neighborhood Owners shall be governed by the provisions of this Article 3.5. An annual meeting of Neighborhood Owners shall be held each year. The first annual meeting of Neighborhood Owners shall be held at a time and place designated by the Board within twelve months following the creation of the first Assessable Parcel within the Neighborhood. Subsequent annual meetings of the Neighborhood Owners shall be held at such time and place as is established by the Board. Special meetings of Neighborhood Owners may be called at any time by the Board. The Board shall call a special meeting of Neighborhood Owners upon the unanimous written request of the Neighborhood Committee.


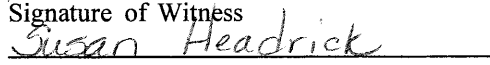
IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name this 1 day of September 1994.

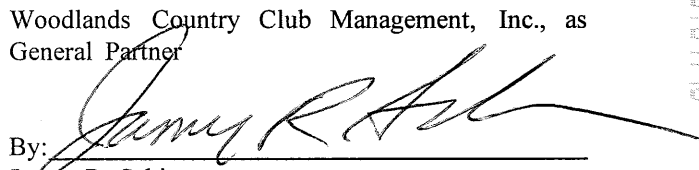
WITNESSES:

WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc., as
General Partner


Signature of Witness

Print Name of Witness


Signature of Witness

Print Name of Witness

By: 
James R. Schier
As its President

BK 01445 PG 1229
DKT # 000764746

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of September 1994 by JAMES R. SCHIER, as President of WOODLANDS COUNTRY CLUB MANAGEMENT, INC., a Florida corporation and general partner of WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership, on behalf of the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



OFFICIAL SEAL
CHERI A. SEARCY
My Commission Expires
Dec. 25, 1994
Comm. No. CC 073123

Cheri A. Searcy
Signature of Notary Public

Cheri A. Searcy
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my
commission expires on 12/25/94.

TJS/clm-86600

✓
RETURN TO:

PREPARED BY: TERRI JAYNE SALT
WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN, P.A.
1550 RINGLING BOULEVARD, P. O. BOX 3258
SARASOTA, FLORIDA 34230

BK 01445 PG 2230 FILED AND RECORDED 10/13/94 11:34AM
R. B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL
RECORD VERIFIED

**FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend the Declaration with respect to the right of University Park Community Association, Inc., a Florida corporation not for profit, to require the payment of fees in certain circumstances;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration by adding Article 4.6 to read as follows:

4.6 Fees. In addition to Assessments, Fines, fees, and charges payable to the Association pursuant to the provisions of this Declaration, any Supplemental Declaration, or the Association's Articles of Incorporation or Bylaws, the Board may, in its sole discretion, adopt one or more schedules of reasonable fees that shall be payable by an Owner to the Association in connection with: (a) the review by the Association of matters submitted by or on behalf of an Owner to the Association for approval; (b) the performance by the Association of obligations or services benefitting an Owner; or (c) the provision, transfer, rental, or sale by the Association to an Owner of items of real or personal property. The amount of such fees, and the circumstances in which such fees shall be payable, shall be as determined by the Board.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name this 27 day of September 1992.

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

WOODLANDS COUNTRY CLUB ASSOCIATES

By: Woodlands Country Club Management, Inc.,
as General Partner

By:

James R. Schier
As its President

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

BY: Kg

JMH

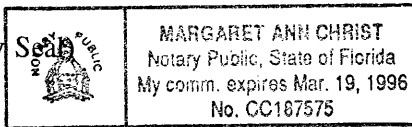
Williams, Parker, Harrison, Dietz, & Getzen
1550 Ringling Boulevard, P.O. Box 3258
Sarasota, Florida 34230

OR 1390 PG 6514

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that on this 29 day of September 1992, before me personally appeared James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.

(Notary Seal)




Notary Public

Margaret Ann Christ
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on 3/19/96.

JMH-24842

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
OCT 2 10 20 AM '92

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend the Declaration with respect to the capital contributions;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Article 1.17 of the Declaration is amended to read as follows:

1.17 "Community Working Capital Contribution" shall have the meaning set forth in Article 9.14.

2. Article 1.49 of the Declaration is amended to read as follows:

1.49 "Neighborhood Working Capital Contribution" shall have the meaning set forth in Article 9.14.

3. Article 9.14 of the Declaration is amended to read as follows:

9.14 **Working Capital Contributions**. The Board may, in its discretion, require each Owner of an Assessable Parcel who acquires his Parcel directly from Declarant or from a Neighborhood Developer to pay to the Association a one-time contribution (the "Community Working Capital Contribution" to be used by the Association solely for the payment of Community Expenses. The amount of the Community Working Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable annual Community Assessment. In addition, the Board may, in its discretion, require each Neighborhood Owner who is not a member of a Neighborhood Association and who acquires his Parcel directly from Declarant or from a Neighborhood Developer to pay to the Association a one-time contribution (the "Neighborhood Working Capital Contribution") to be used by the Association solely for the payment of the applicable Neighborhood Expenses. The amount of the Neighborhood Working Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable annual Neighborhood Assessment. The manner in which the Neighborhood Working Capital Contribution is determined may vary among the Neighborhoods, but shall be uniform within a Neighborhood.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name this 8th day of July 1992.

WITNESSES:

Margaret Ann Christ
Signature of Witness
Margaret Ann Christ
Print Name of Witness

Ann M. Olson
Signature of Witness
Ann M. Olson
Print Name of Witness

WOODLANDS COUNTRY CLUB ASSOCIATES

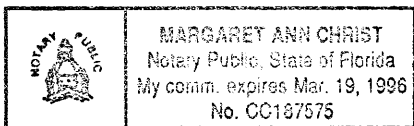
By: Woodlands Country Club Management, Inc.,
as General Partner

By: James R. Schier
James R. Schier
As its President

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that on this 8th day of July 1992, before me personally appeared James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.

(Notary Seal)



Margaret Ann Christ
Notary Public
Margaret Ann Christ
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on 3/19/96.

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
JUL 10 1 40 PM '92

**THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

530918

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Declarant"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Declarant the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instruments recorded in the Public Records of Manatee County, Florida; and

WHEREAS, Declarant desires to amend the Declaration with respect to certain rights of Manatee County;

NOW, THEREFORE, pursuant to the rights of Declarant reserved in Article 21 of the Declaration, Declarant hereby amends the Declaration as follows:

1. Articles 2.4.A and 2.4.B of the Declaration are amended to read as follows:

A. No Assessable Parcel may be removed by Declarant from the provisions of this Declaration;

B. If the removal of the property from the provisions of this Declaration would leave any remaining portion of the Community without reasonable access to University Parkway or utilities services, Declarant, concurrently with such removal, shall provide such easements as are necessary to provide such reasonable access;

and

2. Article 2.4.C is added to the Declaration to read as follows:

C. No property included within a plat recorded in the Public Records shall be removed from the provisions of this Declaration without the prior written consent of Manatee County.

3. Clause (3) of Article 21 of the Declaration is amended to read as follows:

(3) no amendment materially and adversely affecting the rights or interests of Manatee County under Articles 2.4.C, 5.6.C, 5.6.D, 5.7.A, 5.9, 6.2, 6.10, 11.11, or 15.1 shall be effective without the written consent of Manatee County.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name this 13th day of March 1992.

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

WOODLANDS COUNTRY CLUB ASSOCIATES,
By: Woodlands Country Club Management, Inc.,
as General Partner

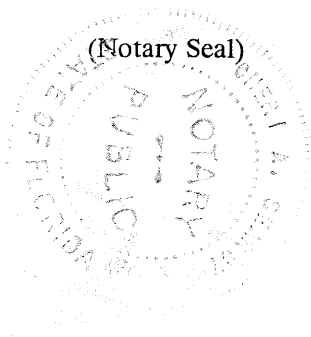
By:

James R. Schier
As its President

RECORD VERIFIED
R.B. SHORE, CLERK OF CIRCUIT COURT
BY: Kg

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that on this 13th day of March 1992, before me personally appeared James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.



Cheri A. Searcy
Notary Public

Cheri A. Searcy
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on _____.



OFFICIAL SEAL
CHERI A. SEARCY
My Commission Expires
Dec. 25, 1994
Comm. No. CC 073123

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
MAR 16 3 01 PM '92

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

530763

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Developer"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Developer the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, the Declaration has been amended previously by instrument recorded in Official Records Book 1367, page 1867, Public Records of Manatee County, Florida; and

WHEREAS, Developer desires to amend the Declaration with respect to the provisions of the Environmental Preservation Guidelines;

NOW, THEREFORE, pursuant to the rights of Developer reserved in Article 21 of the Declaration, Developer hereby amends the Declaration by modifying Article 6.10 in its entirety to read as follows:

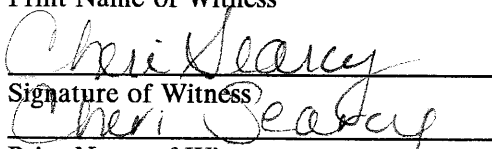
6.10 Environmental Preservation Guidelines. The Association shall be responsible for implementing and carrying out the Environmental Preservation Guidelines. The cost of implementing and carrying out the Environmental Preservation Guidelines shall be included in the Community Expenses. The Environmental Preservation Guidelines shall include provisions for the maintenance, upkeep, and preservation of the Surfacewater Management System, wetlands, wetlands fringing hammocks, and all other environmentally sensitive or governmentally regulated areas within the Community. The Environmental Preservation Guidelines may also include applicable governmental requirements regarding the performance and monitoring of the Community's stormwater management system and other environmental conditions and requirements imposed by governmental authority having jurisdiction of the Community.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name this 6th day of March 1992.

WITNESSES:


Signature of Witness

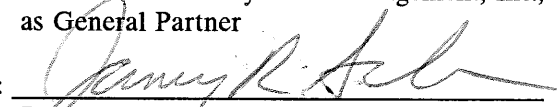
Print Name of Witness


Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF MANATEE

WOODLANDS COUNTRY CLUB ASSOCIATES,
By: Woodlands Country Club Management, Inc.,
as General Partner

By: 
James R. Schier
As its President

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

I hereby certify that on this 6th day of March 1992, before me personally appeared James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on

behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.

(Notary Seal)

Cheri A. Searcy
Notary Public

Cheri A. Searcy
Print Name of Notary Public

I am a Notary Public of the State of Florida
and my commission expires on _____.



OFFICIAL SEAL
CHERI A. SEARCY
My Commission Expires
Dec. 25, 1994
Comm. No. CC 073123

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
MAR 13 4 51 PM '92

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
UNIVERSITY PARK**

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida general partnership ("Developer"), heretofore recorded a Declaration of Covenants, Conditions, and Restrictions for University Park (the "Declaration") in Official Records Book 1363, page 264, Public Records of Manatee County, Florida; and

WHEREAS, the Declaration reserves unto Developer the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration; and

WHEREAS, Developer desires to amend the Declaration to authorize entry by representatives of certain public agencies on the Community Common Areas;

NOW, THEREFORE, pursuant to the rights of Developer reserved in Article 21 of the Declaration, Developer hereby amends the Declaration by adding Article 5.6.D to read as follows:

D. A nonexclusive and perpetual right of ingress and egress over and across all Community Common Areas is hereby granted to the following Persons while in pursuit of their duties: (1) representatives of fire, police, and sheriff's departments; and (2) health, pollution control, and emergency medical service personnel.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name this 25th day of February 1992.

WITNESSES:

Cheri Searcy
Signature of Witness
Cheri Searcy
Print Name of Witness

Juanita Kern
Signature of Witness
Juanita Kern
Print Name of Witness

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.

FEB 25 12 17 PM '92

WOODLANDS COUNTRY CLUB ASSOCIATES,
By: Woodlands Country Club Management, Inc.,
as General Partner

By: James R. Schier
As its President

RECORD VERIFIED
R.B. SHORE, CLERK OF CIRCUIT COURT
BY: Kg

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that on this 25th day of February 1992, before me personally appeared James R. Schier, as President of Woodlands Country Club Management, Inc., a Florida corporation and general partner of Woodlands Country Club Associates, a Florida general partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.

(Notary Seal)

Cheri Searcy
Notary Public
Cheri Searcy
Print Name of Notary Public

Prepared By: J. Michael Hartenstine
Williams, Parker, Harrison, Dietz & Getzen
1650 Ringling Boulevard, P.O. Box 3258
Sarasota, Florida 34230

I am a Notary Public of the State of Florida
and my commission expires on Dec. 25, 1994
My Commission Expires
No. CC 073123



O.R. 1369 PG 3767