

GOVERNOR'S GREEN
ARCHITECTURAL STANDARDS

I. INTRODUCTION

Governor's Green (hereinafter "Subdivision") is being developed as a residential subdivision with emphasis upon high quality, attractive housing done in compatible architectural schemes. These architectural standards set forth the applicable building and design standards and submittal requirements for all home builders other than Plantation Associates, a Florida general partnership (hereinafter the "Developer").

Pursuant to the Declaration of Restrictions for Governor's Green, Developer, the Governor's Green at The Plantation Homeowners Association, Inc., a Florida non-profit corporation, an architectural review committee appointed by Developer or an architectural review committee appointed by the Homeowners Association (hereinafter the "ARC") is empowered to review all plans for proposed improvements, to accept, reject or require changes to those plans, and to ensure compliance with the plans. The ARC will meet on a periodic basis as needed, no more than twice a month. Meeting times are available at the Developer's administrative office at The Plantation Golf and Country Club. The ARC will review plans and provide written comments and requirements for correction, if any, in the event of disapproval of all or a portion of the plans; those written comments will be delivered to the applicant within fifteen (15) days of any review meeting.

II. PROCEDURE

All lot owners must submit plans for improvements and have them approved by the ARC prior to commencement of any improvements. The submittal shall be in the form attached hereto as Exhibit "A" and shall include a site plan, building construction plan, floor plan, elevation sketch, irrigation plan, landscaping plan and drainage plan.

The ARC shall have fifteen (15) days after the meeting at which the submitted plans were discussed to respond to the applicant. Should any corrections, revisions or modifications be required,

revised plans or addenda satisfactory to the ARC must be submitted prior to commencement of construction or site preparation.

A reasonable submittal fee and a construction deposit shall also be paid to the ARC upon any review of plans. The amount of the fee may change from time to time; at this time the submittal fee is \$350.00 and the construction deposit is \$500.00.

III. DESIGN GUIDELINES AND REQUIREMENTS

1. Introduction. These guidelines have been created in order to assure compatibility of all development of land and structures within Governor's Green. The maintenance of high property values and the compatibility of the design characteristics of all improvements shall be the primary considerations in the design and review process. The determination of compatibility shall be in the sole judgment of the ARC.

In the event the design guidelines do not specifically cover a proposed improvement, the general criteria for design review shall be the proposed improvement's compatibility with the established surroundings. The determination of the proposed improvement's compatibility shall be in the sole judgment of the ARC.

2. Plan Submittal Requirements.

A. Building Plans. Applicant must submit a complete set of building plans including site plan, floor plan and elevation sketches.

(i) The Site Plan must show setbacks, easements, grade elevations, all existing trees, all proposed improvements as placed on the site, site drainage as developed, sidewalks, driveways, yard lights and walls, fences or other wing walls, enclosures or boundary buffers or separations. A variance for unusual or hardship conditions may be granted by the ARC in its sole discretion.

(ii) The Floor Plan must be fully dimensioned and noted.

(iii) The elevations must be noted in sufficient detail to clearly indicate all visible materials used or incorporated in the construction of improvements.

B. Irrigation Plans. Applicant must submit an underground irrigation plan. The system of irrigation should reflect full coverage for all landscaping. An automatic timer feature is encouraged to be incorporated into the irrigation system. A well is required for water supply to the irrigation system, if permitted by applicable regulatory authorities. Neither potable water nor the lake are to be used for irrigation.

C. Landscaping Plans. Applicant must submit a landscaping plan showing in reasonable detail all landscaping to be planted on the property, including numbers, sizes and types of plants, along with all trees and fences. Landscaping requirements are set forth in further detail in Section V.

D. Drainage Plans. Applicant must submit a drainage plan for the site showing finished grade elevations. Drainage should comply with the general scheme of drainage and engineering for the neighborhood and utilize existing drainage patterns and swales if possible. With developer approval, swales may be filled where driveways pass through or over a swale provided a culvert is installed to allow equivalent drainage.

E. Building Specifications - Overview. All plans must reflect improvements with a minimum of one thousand eight hundred (1,800) square feet of air conditioned enclosed living area, exclusive of open or screen porches, terraces and garages, with a total of at least two thousand four hundred (2,400) square feet of roofed area. The maximum height of any improvement is forty-four (44) feet and the minimum height of the first story ceiling is eight (8) feet. All garages must be completely enclosed (no carports), accommodate at least two (2) full size cars and have a remote control door opener. In the case of a three (3) car garage the driveway shall be tapered and not exceed eighteen (18) feet at the street. All trash cans, air conditioning or ventilation equipment, pool equipment or other exterior equipment must be enclosed by a wall constructed with an exterior finish to match the house exterior finish. Lots 44 through 71, inclusive, shall be built on stem wall.

IV. ARCHITECTURAL DESIGN

1. Introduction. The total building and its related elements should be visually harmonious with the general architectural style of The Plantation.

2. Plan Submittal Requirements.

A. Floor Plans. Floor plans must contain a minimum of one thousand eight hundred (1,800) square feet of air conditioned enclosed living area, exclusive of open or screen porches, terraces and garages, with a total of at least two thousand four hundred (2,400) square feet of roofed area, with a minimum first story ceiling height of eight (8) feet.

B. Elevations. The front elevation should present a balanced appearance. All shutters or decorative banding used on the front elevations shall be extended to the other three (3) elevations. A 6/12 roof pitch is the minimum acceptable pitch. Roof design should be in keeping with the overall architectural theme.

C. Exterior Finishes. All exterior finishes excluding trim and deck detail must be stucco, with a tile or cement tile roof.

3. Site Considerations.

A. Setback Requirements. All improvements must meet the setback requirements set forth in Article IV, Section 5 of the Declaration of Restrictions for Governor's Green.

B. Drainage. Natural runoff shall be incorporated to the extent possible in developing a drainage plan for the property. The drainage plan must be consistent with the drainage and engineering scheme for the Subdivision.

C. Floor Elevation. The finish floor elevation shall be a minimum of eighteen (18) inches above the crown of the road.

D. Privacy. Sights from windows should be considered in establishing siting of the improvements and drafting of elevation sketches. Privacy of adjacent owners is an important consideration.

E. Driveway and Sidewalks. Driveways must be constructed of concrete or pavers. All sidewalks required to be constructed by the lot owner shall be of the same width and materials as those of the sidewalks which are constructed by Developer.

V. SITE AND LANDSCAPE DESIGN STANDARDS

1. Intent. This Article V provides minimum standards for the development of site and landscape designs and general specifications for plant material, landscape grading, and irrigation within each lot.

2. Design Concept. The use of indigenous Pines, Oaks, Wax Myrtles, Saw Palmettos, and other native vegetation create a natural character that should be reinforced by the landscape design for each lot. Thus, the recommended landscape design character is composed of informal trees, shrubs, and groundcover masses which will blend with the existing landscape and accent the architectural character of the home.

Special emphasis plantings, showing more variety, color, and interest should be confined to front door, courtyards, or arrival type areas where they can be better appreciated on a pedestrian scale.

Front yard plantings should present a look of overall simplicity and should relate to the natural surroundings, adjacent homesites, and architectural streetscape.

3. Plant Material Use.

A. Existing Vegetation. The preservation of existing quality trees is encouraged. These plants may be selectively pruned by removal of crossed branches and dead wood. Unsightly weeds and other undesirable plants, such as poison ivy, should be removed, and the ground mulched to achieve a neat, well kept appearance.

B. Plant Massing.

(i) Simple plantings with a limited variety of plant materials should be used to create a well integrated landscape.

(ii) Generally, trees should be planted in masses of one (1) type per mass, and with a minimum of three (3) trees per mass wherever possible.

(iii) Generally, shrubs and groundcovers should be planted in masses of not more than three (3) types per mass, and in sufficient numbers to create beds, or "drifts," of plants.

(iv) Screen or buffer hedges should be composed of one (1) type of plant. Hedges which are intended to be clipped should be selected, and consistently maintained in order to sustain an opaque character.

(v) Trees and shrubs should be clustered to frame views of open space areas.

(vi) Small individual circles of shrubs or groundcover shall not be used at the bases of single trees. Large massing of groundcover and groupings is encouraged.

(vii) Shrubs and groundcovers, rather than sod, should be planted under existing tree masses. The existing trees are adapted to less water (i.e., no irrigation). Shrubs and groundcovers require less irrigation than sod, which is more suitable to the natural conditions of the existing trees.

C. Plant Material Layering.

(i) The plant materials should be chosen based on their relationship of ultimate height and width in regard to the space in which they are planted. Layering of plant materials is encouraged, taller plants being placed behind shorter plants.

(ii) Plant material foliage and flower colors should be chosen to be complementary.

(iii) Varying textures of fine, medium, and coarse plant materials are encouraged.

D. Building Edges.

(i) All building edges shall have planting beds of shrubs, mulch, and/or groundcover.

(ii) Large blank or long walls (unglazed) need to have plant materials grouped in order to minimize their effect, and to provide a better scale with the surroundings.

(iii) Shrubs should be used to complement architectural features and not to obstruct views from windows.

E. Driveways.

(i) Standard driveways shall have a combination shrub and tree opaque planting which screens the drive and automobiles from the view of adjacent property owners in the building setback zone.

(ii) Circular driveways shall have a low massing of shrubs between drive and right of way line, or a berm with sod, or a combination thereof.

F. Screening.

(i) All privacy and screen walls shall be well landscaped with shrubs or vines along wall sides visible from adjacent lots, streets, and lakes.

(ii) Accessory structures, decorative objects, athletic/play structures, deck, patio, pool, and spa areas not screened from views of adjacent lots, streets, and across lakes, with an opaque fence shall be screened with shrub and/or tree masses.

G. Property Lines.

(i) Planting should be designed to look informal along property edges. Therefore, the edges of planting beds should have long, broad curves with smooth transitions between curves.

(ii) New plantings shall be kept from encroaching into utilities, access, and/or drainage easements.

(iii) Garage doors facing adjacent lots shall be screened with shrubs and trees near the property line.

4. Plant Material Quality And Quantity.

A. Intent. All plant materials shall conform to the standards for Florida Number One (#1) or better, as given in "Grades and Standards for Nursery Plants," parts I and II, State of Florida, Department of Agriculture, in Tallahassee, or as thereafter revised. This section will provide basic standards for plant material quality and quantity for each lot.

B. Trees.

(i) Proposed trees shall either blend well with the existing trees, or should complement them with an interesting or distinguished character.

(ii) Trees with four inch (4") and greater trunk diameters, removed from the lot, shall be replaced with new material at the ratio of one to one. In any event, the minimum number of shade trees per lot shall be six (6) shade trees, three (3) of the six (6) required trees shall be Live Oak (*Quercus virginiana*) and three (3) of the six (6) required trees shall be in the front yard. A shade tree is defined as one reaching a normal maturity of thirty-five foot (35') height by thirty foot (30') spread. At least one (1) of these required trees shall be planted within the front yard setback.

(iii) The trees shall have an initial installation size of not less than three inch caliper (3" cal), twelve foot overall height (12' oah) with five foot spread (5' spr).

(iv) Palms can be substituted for shade trees. However, three (3) Palms will be required to receive credit for one (1) shade tree. No more than thirty percent (30%) of the required trees may be Palms.

(v) For tree selection, refer to item 7, Recommended Plant Palette.

C. Shrubs and Hedges.

(i) Proposed shrubs shall blend well with existing and recently planted shrubs in the neighborhood and shall be of an initial size to accurately portray the design intent of the approved drawings.

(ii) The total landscape area required for shrubs shall be a minimum of fifteen percent (15%) of the open space on the lot, including paved areas. In lieu of some shrub material, groundcover may be planted. Existing shrub and groundcover vegetation to remain within the lot will apply towards the required shrub area.

(iii) Screen, buffer, and hedge plantings composed of shrubs shall be planted according to the minimum size.

(iv) For shrub selection, refer to item 7 of this section, Recommended Plant Palette.

D. Groundcovers.

(i) Groundcovers shall complement shrub and tree plantings within each lot.

(ii) The minimum installation size and spacing of groundcovers will depend on the type of groundcover. The groundcover should have eighty percent (80%) coverage within one (1) year of installation.

(iii) For groundcover selection, refer to item 7, Recommended Plant Palette.

E. Sod.

(i) All areas not left in a natural state, and all non shrub and groundcover planting areas, shall be sodded. Sod shall extend from a lake's normal water level to the back of the street curb and to all lot lines. Seeding and/or sprigging are not permitted.

(ii) Lawns shall be chosen from the Turf Palette List and installed as solid sod.

F. Mulch.

(i) All shrub and groundcover areas shall be mulched with a two inch (2") minimum layer of shredded bark or pine straw mulch.

(ii) Pebbles, sand, white rock, plastic sheeting, and similar materials shall not be considered an acceptable alternative to grass, groundcover, or mulch, unless otherwise approved by the ARC, and in no case shall they be used in lieu of organic mulches.

G. Recommended Plant Palette.

(i) Trees and Palms.

<u>Botanical Name</u>	<u>Common Name</u>
Accoelorrapphe wrighti	Paurotis Palm
Acer rubrum	Red Maple
Arecastrum romanzoffianum	Queen Palm
Betula nigra	River Birch

<i>Butia capitata</i>	Pindo Palm
<i>Chamerops humilis</i>	European Fan Palm
<i>Cinnamomum camphora</i>	Camphor Tree
<i>Eriobotrya japonica</i>	Loquat
<i>Gordonia lasianthus</i>	Loblolly Bay
<i>Juniperus silicicola</i>	Southern Red Cedar
<i>Ilex cassine</i>	Dahoon Holly
<i>Koelreuteria formosana</i>	Golden Rain Tree
<i>Lagerstroemia speciosa</i>	Crape Myrtle
<i>Liquidambar styraciflua</i>	Sweet Gum
<i>Magnolia grandiflora</i>	Southern Magnolia
<i>Persea borbonia</i>	Redbay
<i>Phoenix canariensis</i>	Canary Island Date Palm
<i>Phoenix reclinata</i>	Reclinata Palm
<i>Phoenix roebelinii</i>	Pygmy Date Palm
<i>Phoenix sylvestris</i>	Sylvester Palm
<i>Pinus palustris</i>	Longleaf Pine
<i>Platanus occidentalis</i>	Sycamore Tree
<i>Podocarpus macrophylla</i>	Yew Podocarpus
<i>Prunus caroliniana</i>	Carolina Cherry
	Laurel
<i>Pyrus calleryana</i> "Bradford"	Bradford Pear
<i>Quercus laurifolia</i>	Laurel Oak
<i>Quercus nigra</i>	Water Oak
<i>Quercus virginiana</i>	Live Oak
<i>Taxodium disticum</i>	Bald Cypress
<i>Ulmus parvifolia</i>	Chinese Elm
<i>Washington robusta</i>	Washington Palm

(ii) Shrubs

<u>Botanical Name</u>	<u>Common Name</u>
<i>Abelia grandiflora</i>	Glossy Abelia
<i>Buxos microphylla</i>	Japanese Boxwood
<i>Cortaderia selloana</i>	Pampas Grass
<i>Elaeagnus pungens</i>	Bronze Elaeagnus
<i>Fatshedera lizei</i>	Fatshedera
<i>Feijoa sellowiana</i>	Pineapple Guava
<i>Ilex cornuta</i>	Chinese Holly
<i>Ilex vomitoria</i>	Yaupon Holly
<i>Illicium aisatum</i>	Japanese Anise Tree
<i>Juniperus chinensis</i>	Pfitzer Juniper
<i>Ligustrum lucidum</i>	Glossy Privet
<i>Ligustrum sinense</i>	Variegated Privet
<i>Myrica cerifera</i>	Wax Myrtle
<i>Photinia glabra</i> "Red Tip"	Japanese Photinia
<i>Pittosporum tobira</i>	Japanese Pittosporum
<i>Pittosporum tobira</i>	
"Variegata"	Variegated Privet
<i>Raphiolepis indica</i>	India Hawthorn
<i>Rhododendron species</i>	Azalea species
<i>Thryallis glauca</i>	Thryallis
<i>Viburnum odoratissimum</i>	Sweet Viburnum
<i>Viburnum suspensum</i>	Sandankwa Viburnum
<i>Zamia floridana</i>	Coontie

(iii) Groundcover Vines

<u>Botanical Name</u>	<u>Common Name</u>
Fern species	Fern Species
<i>Hedera helix</i>	English Ivy
<i>Ilex vomitoria</i> "Nana"	Dwarf Yaupon Holly
<i>Juniperus conferta</i>	Shore Juniper
<i>Liriope muscari</i> "Evergreen Giant"	Evergreen Giant Liriope

Nephrolepis exaltata	Boston Fern
Ophiopogon japonicus	Mondo Grass
Trachelospermum jasminoides	Confederate Jasmine

(iv) Sod

<u>Botanical Name</u>	<u>Common Name</u>
Stenotaphrum secundatum	St. Augustine Floritam Floritina Cashmere

5. Landscape Grading.

A. Intent. Landscape grading is an integral part of the design concept, and should provide positive drainage within each lot.

B. Existing Grades. Existing grades shall be maintained from the trunk to dripline of existing trees. No mounding shall be done which would result in trapped water around existing vegetation, nor cutting that exposes or damages the root system.

C. Berms/Mounding.

(i) Berms should blend with existing topography, and have broad, smooth transitions between changes in slope. Slopes shall not be lumpy and abrupt. Maximum slope permitted is at a ratio of 4:1.

(ii) At circular drives, in areas where no existing trees can be saved, landscape berms/mounds should be provided to help buffer views of the drive.

D. Swales.

(i) Swales should be an integral design of berms and other landscape grading. There should be broad, smooth transitions between changes in slope.

(ii) Maximum side slopes should be between ratios of 4:1 and 5:1.

(iii) Minimum slope for drainage in swales shall be one percent (1%).

E. Drainage. All landscape areas shall have positive drainage towards street or to a lake.

6. Irrigation.

A. Intent.

(i) The appropriate design and installation of irrigation systems is the key to successfully establishing and maintaining the landscape quality desired within The Plantation.

(ii) All landscape areas shall have one hundred percent (100%) coverage including that area between street curb and front lot line.

B. Design and Materials.

(i) System shall be designed to minimize overspray onto adjacent lots and paved surfaces and conserve water in an efficient manner.

(ii) Any exterior irrigation equipment, such as backflow preventors, shall be screened from view with plant material.

(iii) Irrigation heads in turf areas should be either impact drive, ball drive, gear drive, or spray type pop ups. Pop up spray heads are to have a minimum four inch (4") pop up height. Risers may be used in shrub areas not adjacent to pavement.

(iv) PVC pipe used should be a class no less in thickness than SDR 26/Class 160 PVC.

(v) The irrigation system shall be operated in an automatic mode by time clock and electric or hydraulic valves.

(vi) Sprinkler heads with widely different precipitation rates are not to be mixed on the same zone.

7. Landscape Maintenance.

A. Intent. This section deals with the provision of general standards by which property owners shall maintain their lots and enable the growth of the neighborhood landscape character to continue over time, thereby retaining strong property value.

B. Responsibility. It is the responsibility of each property owner to maintain his lot at a high level of quality. The area includes property lines except at lake, where it is limited to

the top of the water line. Front yard includes the area to the edge of pavement at the street.

C. General Maintenance.

(i) Trees, shrubs, groundcover, vines, and sod shall be pruned, fertilized, sprayed for pests and fungus, weeded, and watered at their required times as recommended by industry standards.

(ii) Pruning: Shall be performed in accordance with industry standards for trimming and degree of pruning.

(iii) Fertilizing: Fertilizer shall be applied according to manufacturer's instructions and according to schedules as set in this section. If there is any evidence of nutrient deficiency, corrective measures shall be taken until such deficiencies are remedied.

VI. MISCELLANEOUS DETAILS

1. HVAC, pool equipment and items of such nature must be kept from view by walls or fences. These structures must be built from the same materials as the house, be attached to the house and not exceed six (6) feet in height.

2. Any improvements constructed subsequent to completion of initial improvements, including garages and accessory structures and any change in the color of the improvements must be submitted to the Developer for approval prior to construction, installation or change. Included in the submission must be location on the site, lighting (if any) and color.

3. Mailboxes - Developer will provide specifications for approved mailbox design for the mailboxes to be installed after use of the gang mailboxes is discontinued.

4. Yard Lights - Developer will provide specifications for approved yard lights.

VII. CHECKLIST

All plans must be submitted along with the attached submittal form fully executed.

(KAC:GW1\1497-105\ARCHITEC.SD)

EXHIBIT "A"

GOVERNOR'S GREEN

CHECKLIST OF MINIMUM REQUIREMENTS FOR
HOUSE PLAN ARCHITECTURAL REVIEW

It is suggested that the lot owner submit preliminary drawings and specifications to the Architectural Review Committee prior to the preparation and submission of final working drawings.

This checklist is to be submitted with TWO (2) SETS OF HOUSE, LANDSCAPE, IRRIGATION, and GRADING PLANS, a filing fee of \$350.00 and a construction deposit of \$500.00. Complete redesign requires a new filing fee. Each revision reviewed after the submission of the second review shall be billed to the applicant on an hourly basis for the appropriate professional involved in the review, not to exceed \$250.00 per review. The filing fee for additions or renovations to existing houses is \$250.00. No partial approvals will be granted, i.e., all plans must be submitted and approved simultaneously.

DATE SUBMITTED: _____ DATE REVIEWED: _____

LOT # _____ LOT ADDRESS: _____

OWNER: _____ PHONE # _____

CURRENT ADDRESS: _____ ZIP: _____

BUILDER: _____ PHONE # _____

ADDRESS: _____ ZIP: _____

(Note: The Review Board reserves the right to disapprove any Builder.)

LANDSCAPE DESIGNER: _____ PHONE # _____

ADDRESS: _____ ZIP: _____

This residence is being constructed as (check one): Model _____,
Spec Home _____, On Contract _____.

Anticipated Start Date: _____

Projected Completion Date: _____

BUILDING PLANS:

SITE PLAN - (1/8" = 1'0") MUST SHOW SETBACKS/PROPERTY LINES/EASEMENTS/ALL EXISTING TREES/ALL IMPROVEMENTS/DRAINAGE/SIDEWALKS/DRIVEWAYS/PATIOS/POOLS/EXISTING GRADE/FILL/FINISHED ELEVATION/YARD LIGHTS/WALLS/FENCES/ETC. (SETBACK VARIANCES WILL BE GRANTED ONLY UPON DEMONSTRATED HARDSHIP SITUATIONS).

FLOOR PLAN - (1/4" = 1'0") MUST BE FULLY DIMENSIONED AND NOTED. MUST SHOW ELEVATIONS ALL SIDES, DETAILED WALL SECTIONS, DETAILED ROOF SECTIONS, PITCH, MATERIAL TYPE, MINIMUM FIRST FLOOR ELEVATION AND PLAN LAYOUT OF RELATIONSHIP TO SETBACKS AND OTHER SITE REQUIREMENTS.

SQUARE FOOTAGE:

AIR CONDITIONED:

1ST FLOOR: _____
2ND FLOOR: _____

TOTAL A/C SPACE: _____

OTHER:

ENTRIES, LANAIS,
PORCHES, ETC: _____

GARAGE: _____

TOTAL GROSS S.F.: _____

HEIGHT: TOTAL MEAN LEVEL HEIGHT (AS MEASURED FROM THE BASE FLOOD
ELEVATION TO THE HIGHEST POINT OF THE ROOF) _____.

GENERAL INFORMATION:

NUMBER OF STORIES: _____
NUMBER OF BEDROOMS: _____
NUMBER OF BATHS: _____

ROOF PITCH (MINIMUM 6/12): _____

PERCENTAGE OF OPEN SPACE COVERED
WITH SHRUBS (MINIMUM 15%): _____

GARAGE CAPACITY (4 CAR MAXIMUM): _____
DOOR WIDTH (9' MINIMUM EACH STALL): _____

HAS THIS FLOOR PLAN PREVIOUSLY BEEN APPROVED
FOR ANOTHER LOT? _____
IF YES, WHICH LOT(S)? _____

IS THE ELEVATION SUBSTANTIALLY
DIFFERENT IN APPEARANCE? _____

SETBACKS:

FRONT YARD (25 FT MIN.): _____

SIDE YARD (7 FT, 6 INCH MIN. OR CORNER LOT - 20 FT,
EXCEPT AS OTHERWISE SPECIFIED IN THE
DECLARATION OF RESTRICTIONS): _____

REAR YARD (15 FT MIN. - TO STRUCTURE -
AND 10 FT TO POOL CAGE): _____

MATERIALS/COLORS: (NOTE: INCLUDE COLOR CHIPS, ROOF TILE
MATERIALS, PRODUCT SAMPLES, PHOTOGRAPHS, ETC., WITH APPLICATION TO
SIGNIFY INTENT AS NECESSARY.)

EXTERIOR FEATURES:

	<u>Color/Finish</u>	<u>Description/Model No.</u>
Wood siding	_____	_____
Stone	_____	_____
Brick	_____	_____
Stucco	_____	_____

Roofing	_____	_____
Facia	_____	_____
Soffit	_____	_____
Gutters	_____	_____
Chimney	_____	_____
Windows & Trim	_____	_____
Entry Door	_____	_____
Patio Doors	_____	_____
Garage Door	_____	_____
Shutters/Awnings	_____	_____
Porch/Patio Floor	_____	_____
Pool Deck	_____	_____
Cage/Screening	_____	_____
Driveway	_____	_____
Entry/Walk/Stoop	_____	_____
Planters	_____	_____

EXTERIOR FEATURES NOT INCLUDED IN BASIC LIST:

	<u>Color/Finish</u>	<u>Description/Model No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LANDSCAPE DESIGN: (TWO [2] SETS OF LANDSCAPING PLANS TO BE SUBMITTED ALONG WITH THIS APPLICATION - Identify individual preparing plan and date of plan)

IRRIGATION PLAN: _____

GRADING PLAN: _____

LANDSCAPING PLAN: _____

REQUIRED FOR PRE-CONSTRUCTION REVIEW (CHECK ALL ITEMS SUBMITTED):

_____ FINAL HOUSE PLANS (TWO [2] SETS) ON ALL ABOVE.

_____ POOL DRAWINGS.

_____ LANDSCAPE AND IRRIGATION PLANS.

_____ EXTERIOR COLOR SCHEME, SHOWING COLOR SAMPLES OF ALL EXTERIOR SURFACES.

_____ EXTERIOR LIGHTING PLAN.

FILING FEE: \$350.00 CONSTRUCTION DEPOSIT: \$500.00

CHECKS MADE PAYABLE TO: GOVERNOR'S GREEN AT THE PLANTATION HOMEOWNERS ASSOCIATION, INC.

PLEASE REFER TO GOVERNOR'S GREEN DOCUMENTATION BROCHURE:
"DECLARATION OF RESTRICTIONS FOR LOTS IN GOVERNOR'S GREEN" AND
"ARCHITECTURAL STANDARDS" FOR ADDITIONAL RESTRICTIONS AND
GUIDELINES.

REQUIRED FOR RETURN OF CONSTRUCTION DEPOSIT:

- _____ REQUEST FORM FOR RETURN OF CONSTRUCTION DEPOSIT.
- _____ REPAIR OF ALL DAMAGE TO PROPERTY AT THE PLANTATION
CAUSED BY CONSTRUCTION.
- _____ PLACING OF THE LOT IN A CLEAN AND ORDERLY CONDITION.

SUBMITTED BY: _____

THE ARCHITECTURAL REVIEW BOARD MEETS AS NEEDED, NO MORE THAN TWICE
A MONTH. SUBMISSION OF PLANS MUST BE RECEIVED FIVE (5) WORKING
DAYS PRIOR TO THE REVIEW BOARD SESSION.

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Projected Completion Date: _____

BUILDING PLANS:

SITE PLAN - (1/8" = 1'0") MUST SHOW SETBACKS/PROPERTY LINES/EASEMENTS/ALL EXISTING TREES/ALL IMPROVEMENTS/DRAINAGE/SIDEWALKS/DRIVEWAYS/PATIOS/POOLS/EXISTING GRADE/FILL/FINISHED ELEVATION/YARD LIGHTS/WALLS/FENCES/ETC. (SETBACK VARIANCES WILL BE GRANTED ONLY UPON DEMONSTRATED HARDSHIP SITUATIONS).

FLOOR PLAN - (1/4" = 1'0") MUST BE FULLY DIMENSIONED AND NOTED. MUST SHOW ELEVATIONS ALL SIDES, DETAILED WALL SECTIONS, DETAILED ROOF SECTIONS, PITCH, MATERIAL TYPE, MINIMUM FIRST FLOOR ELEVATION AND PLAN LAYOUT OF RELATIONSHIP TO SETBACKS AND OTHER SITE REQUIREMENTS.

SQUARE FOOTAGE:

AIR CONDITIONED:

1ST FLOOR: _____
2ND FLOOR: _____
TOTAL A/C SPACE: _____

OTHER:

ENTRIES, LANAIS,
PORCHES, ETC: _____
GARAGE: _____
TOTAL GROSS S.F.: _____

HEIGHT: TOTAL MEAN LEVEL HEIGHT (AS MEASURED FROM THE BASE FLOOD
ELEVATION TO THE HIGHEST POINT OF THE ROOF) _____.

GENERAL INFORMATION:

NUMBER OF STORIES: _____
NUMBER OF BEDROOMS: _____
NUMBER OF BATHS: _____

ROOF PITCH (MINIMUM 6/12): _____

PERCENTAGE OF OPEN SPACE COVERED
WITH SHRUBS (MINIMUM 15%): _____

GARAGE CAPACITY (4 CAR MAXIMUM): _____
DOOR WIDTH (9' MINIMUM EACH STALL): _____

HAS THIS FLOOR PLAN PREVIOUSLY BEEN APPROVED
FOR ANOTHER LOT? _____
IF YES, WHICH LOT(S)? _____

IS THE ELEVATION SUBSTANTIALLY
DIFFERENT IN APPEARANCE? _____

SETBACKS:

FRONT YARD (25 FT MIN.): _____

SIDE YARD (7 FT, 6 INCH MIN. OR CORNER LOT - 20 FT,
EXCEPT AS OTHERWISE SPECIFIED IN THE
DECLARATION OF RESTRICTIONS): _____

REAR YARD (15 FT MIN. - TO STRUCTURE -
AND 10 FT TO POOL CAGE): _____

MATERIALS/COLORS: (NOTE: INCLUDE COLOR CHIPS, ROOF TILE
MATERIALS, PRODUCT SAMPLES, PHOTOGRAPHS, ETC., WITH APPLICATION TO
SIGNIFY INTENT AS NECESSARY.)

EXTERIOR FEATURES:

	<u>Color/Finish</u>	<u>Description/Model No.</u>
Wood siding	_____	_____
Stone	_____	_____
Brick	_____	_____
Stucco	_____	_____

Roofing	_____	_____
Facia	_____	_____
Soffit	_____	_____
Cutters	_____	_____
Chimney	_____	_____
Windows & Trim	_____	_____
Entry Door	_____	_____
Patio Doors	_____	_____
Garage Door	_____	_____
Shutters/Awnings	_____	_____
Porch/Patio Floor	_____	_____
Pool Deck	_____	_____
Cage/Screening	_____	_____
Driveway	_____	_____
Entry/Walk/Stoop	_____	_____
Planters	_____	_____

EXTERIOR FEATURES NOT INCLUDED IN BASIC LIST:

	<u>Color/Finish</u>	<u>Description/Model No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LANDSCAPE DESIGN: (TWO [2] SETS OF LANDSCAPING PLANS TO BE SUBMITTED ALONG WITH THIS APPLICATION - Identify individual preparing plan and date of plan)

IRRIGATION PLAN: _____

GRADING PLAN: _____

LANDSCAPING PLAN: _____

REQUIRED FOR PRE-CONSTRUCTION REVIEW (CHECK ALL ITEMS SUBMITTED):

- _____ FINAL HOUSE PLANS (TWO [2] SETS) ON ALL ABOVE.
- _____ POOL DRAWINGS.
- _____ LANDSCAPE AND IRRIGATION PLANS.
- _____ EXTERIOR COLOR SCHEME, SHOWING COLOR SAMPLES OF ALL EXTERIOR SURFACES.
- _____ EXTERIOR LIGHTING PLAN.

FILING FEE: \$350.00 CONSTRUCTION DEPOSIT: \$500.00

CHECKS MADE PAYABLE TO: GOVERNOR'S GREEN AT THE PLANTATION HOMEOWNERS ASSOCIATION, INC.

PLEASE REFER TO GOVERNOR'S GREEN DOCUMENTATION BROCHURE:
"DECLARATION OF RESTRICTIONS FOR LOTS IN GOVERNOR'S GREEN" AND
"ARCHITECTURAL STANDARDS" FOR ADDITIONAL RESTRICTIONS AND
GUIDELINES.

REQUIRED FOR RETURN OF CONSTRUCTION DEPOSIT:

- _____ REQUEST FORM FOR RETURN OF CONSTRUCTION DEPOSIT.
- _____ REPAIR OF ALL DAMAGE TO PROPERTY AT THE PLANTATION
CAUSED BY CONSTRUCTION.
- _____ PLACING OF THE LOT IN A CLEAN AND ORDERLY CONDITION.

SUBMITTED BY: _____

THE ARCHITECTURAL REVIEW BOARD MEETS AS NEEDED, NO MORE THAN TWICE
A MONTH. SUBMISSION OF PLANS MUST BE RECEIVED FIVE (5) WORKING
DAYS PRIOR TO THE REVIEW BOARD SESSION.

GOVERNOR'S GREEN

SINGLE FAMILY LOT
PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between PLANTATION ASSOCIATES, a Florida general partnership, hereinafter called "Seller," and _____ hereinafter called "Buyer," whose address is _____, Phone: _____.

WITNESSETH:

That for and in consideration of the sums of money hereinafter mentioned and the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to purchase the following described property (the "Lot") situated in Sarasota County, Florida, to-wit:

Lot _____, Governor's Green, as per the plat (the "Plat") thereof recorded in Plat Book 35, Pages 13, 13A through 13H, inclusive, of the Public Records of Sarasota County, Florida,

upon the following terms and conditions:

1. PURCHASE PRICE. The total purchase price of the Lot is \$ _____, which shall be paid as follows:

- (a) \$ _____ as an earnest money deposit paid herewith in escrow to Abel, Band Brown, Russell & Collier, Chartered, P.O. Box 49948, Sarasota, Florida 34230-6948, hereinafter called "Escrow Agent."
- (b) \$ _____ as an additional earnest money deposit to be paid in escrow to Escrow Agent, on or before _____, 19____.
- (c) \$ _____ to be paid by wire transfer or by cashier's or certified check to be drawn upon a Sarasota County bank payable to the Trust Account of Abel, Band, Brown, Russell & Collier, Chartered, as Closing Agent, at the time and place of closing and subject to the prorations and adjustments provided herein.

2. EARNEST MONEY DEPOSITS. All earnest money deposits shall be held by Escrow Agent in accordance with the terms hereof. If requested by Seller, Escrow Agent will hold the earnest money deposits in an account or accounts bearing interest, and any interest earned thereon shall be paid to the party entitled to the deposit. Buyer may obtain a receipt for Buyer's deposits from Escrow Agent upon request. In the event of a dispute between Buyer and Seller with respect to entitlement to the earnest money deposits, Escrow Agent may file an interpleader proceeding in the Circuit Court for Sarasota County naming Buyer and Seller as defendants and Escrow Agent shall thereupon be relieved from all further liability hereunder. All court costs, attorneys' fees, paralegals' fees and legal assistants' fees incurred by Escrow Agent in connection with such interpleader action shall be paid by the losing party.

3. SUBDIVISION RESTRICTIONS. In order to assure a high quality development and to provide for continued maintenance and management of the private roads and common areas which are available to all owners of lots in Governor's Green (the "Subdivision"), which are shown on the Plat, the Subdivision property is subject to The Plantation Master Covenants which have

been recorded in the Public Records of Sarasota County, Florida. A nonprofit corporation known as The Plantation Management Association, Inc. (the "Association"), has been formed for the purpose of operating, maintaining, improving, and managing the private roads and common areas of the Plantation. In addition, the Declaration of Restrictions for Lots at Governor's Green has been recorded in the Public Records of Sarasota County, Florida, to establish restrictive covenants concerning the development, improvement, maintenance and usage of the lots, limited private roads and neighborhood common areas within the Subdivision. A nonprofit corporation known as Governor's Green at The Plantation Homeowners Association, Inc. (the "Homeowners Association") has been formed for the purpose of enforcing the restrictions and maintaining the limited private roads and neighborhood common areas in the Subdivision. Upon acquiring title to the Lot, Buyer will become a member of the Association and the Homeowners Association and will be subject to assessments levied by each of those associations.

4. TITLE INSURANCE. Prior to closing, Seller shall obtain and deliver to Buyer a title insurance commitment, evidencing a good fee simple title in Seller to the Lot subject only to the title exceptions set forth in Exhibit "A" annexed hereto, mortgages and liens that will be discharged or released at or prior to closing, and standard title insurance exceptions, which exceptions have been examined by Buyer and which Buyer has found to be acceptable. After closing, Seller shall obtain and deliver to Buyer an owner's title insurance policy, which policy shall insure that Buyer holds a good fee simple title to the Lot subject only to the exceptions set forth in the commitment and to encumbrances arising from acts of Buyer.

5. CLOSING. Closing shall take place at the offices of Abel, Band, Brown, Russell & Collier, Chartered, 240 S. Pineapple Avenue, Sarasota, Florida, on or before _____, but in any event shall take place no later than one hundred eighty (180) days from the date of full execution of this Purchase Agreement. At time of closing, Escrow Agent shall disburse the earnest money deposits, Buyer shall pay the balance of the purchase price and Seller shall execute and deliver to Buyer a sufficient and recordable warranty deed conveying to Buyer a good, marketable, fee simple title to the Lot, subject to: the provisions of the Declaration of Restrictions for Lots at Governor's Green, Governor's Green Subdivision Plat, and the Articles of Incorporation and Bylaws of Governor's Green at The Plantation Homeowners Association, Inc., and any amendments thereto; The Plantation Master Covenants; terms of the Sarasota County Resolution applicable to The Plantation Planned Unit Development (PUD); applicable real estate taxes for the then current year, which shall be prorated as of the closing date; easements; reservations and restrictions of record; and governmental regulations. Any mortgages or liens now or hereafter encumbering the Lot will be discharged or released at or prior to the closing, but until such discharge or release Buyer acknowledges and agrees that Buyer's rights hereunder are subordinate to the lien of any mortgages which now or shall hereafter encumber the Lot prior to closing. Possession of the Lot shall be given to Buyer at the time of closing. Risk of loss shall remain with Seller until closing. Real estate taxes and Association and Homeowners Association fees shall be prorated as of the date of closing. In the event the real estate taxes have not been separately assessed to the Lot or are unknown at the time of closing, the taxes applicable to the Lot shall be reasonably estimated by Seller and prorated as of the date of closing. In the event Buyer fails to close within the time specified, Seller may, at Seller's option, extend the date of closing. In the event Seller exercises this option to extend the closing date, Buyer shall pay at the time of closing interest on the entire purchase price during the period of such extension at the rate of eighteen percent (18%) per annum and all Association and Homeowners Association assessments and real estate taxes accruing during such extension.

6. CLOSING COSTS. Seller shall pay the cost of the title insurance described in Section 4; provided, however, if this transaction is governed by the Real Estate Settlement Procedures Act of 1974, Buyer may arrange to obtain and pay directly for Buyer's title insurance. Buyer shall pay the documentary stamp tax on the deed and the cost of recording the deed. Any additional costs incurred at Buyer's request in connection with the closing, including mortgage loan costs and the cost of obtaining a survey, shall be paid by Buyer.

7. DEFAULT. In the event it should become necessary for Seller to retain the services of an attorney to enforce the provisions of this Agreement, Buyer agrees to pay the cost of any legal proceedings and reasonable attorneys' fees, including attorneys' fees for appellate proceedings, in addition to all other damages sustained by Seller. In the event Buyer defaults hereunder, with the exception of a default under Section 13, which shall be governed by the provisions of Section 13, all earnest money deposits shall be paid to Seller as liquidated damages for such default in lieu of all other damages, or Seller may sue for specific performance. In the event Seller defaults hereunder Buyer shall have the right to pursue any remedy available to Buyer at law or in equity. The parties hereto agree that the damages which may result from a default hereunder are uncertain and unascertainable, and that the liquidated damages provided for herein are a reasonable measure of such damages in light of the respective obligations of the parties hereunder and the relative detriment suffered by them as a result of such default.

8. REPRESENTATIONS. Buyer acknowledges and agrees that no representations or warranties have been made to Buyer by Seller or its agents or anyone acting for or on behalf of Seller other than as specified in this Agreement and that NO OTHER WARRANTIES SHALL BE IMPLIED OR HAVE BEEN RELIED UPON BY BUYER IN THE EXECUTION OF THIS AGREEMENT. Buyer acknowledges and agrees that Seller did not induce Buyer to execute this Agreement by representing that Buyer would receive any economic benefit as a result of the efforts of Seller or any other party from the rental of the Lot or by the providing of any future services or amenities or otherwise. There will be no rental pool or other common enterprise by which Buyer may expect to realize income or appreciation in the value of Buyer's Lot. Buyer understands that Buyer is free to occupy Buyer's Lot at all times or to rent it on Buyer's own behalf or through any agent of Buyer's choice. Buyer covenants and warrants that Buyer is executing this Agreement for the purpose of purchasing a residential dwelling and not with the expectation of realizing profits from the managerial or entrepreneurial efforts of Seller or others. Buyer agrees that any oral statements by Seller or its agents do not constitute warranties, shall not be relied upon by Buyer and are not a part of this Agreement. Renderings contained in brochures or statements contained in printed sales materials shall not be construed as representations made by Seller. Seller does represent that an unmanned security gate will be installed at the entrance to the Subdivision, although Seller does not guaranty the date by which it will be installed. The provisions of this Section 8 shall survive closing.

9. ASSIGNMENT. This Agreement is personal to Buyer and shall not be assignable by Buyer. Seller's interest hereunder may be assigned.

10. BROKER. Buyer represents and warrants that this Agreement was not procured by any real estate broker other than the broker, if any, whose name appears below. Buyer agrees to indemnify and hold Seller harmless for any claim to a real estate commission arising out of this sale made by any other broker claiming to have dealt with or consulted with Buyer contrary to the foregoing warranty. Buyer agrees to pay Seller's reasonable costs and expenses of defending against any such claim, including reasonable attorneys' fees for trial and appellate proceedings.

This warranty and agreement shall survive the closing of this transaction. The below named broker, if any, executes this Agreement for the purposes of agreeing that its commission shall be payable only in the event of and at the time of closing of this transaction, and that if this transaction does not close for any reason, then no commission shall be payable.

11. LOT INSPECTION. Buyer acknowledges that Buyer has made a personal, on site inspection of the Lot prior to Buyer's execution of this Agreement.

12. HOMEOWNERS ASSOCIATION. Buyer acknowledges that Buyer, as a Lot owner, will be a member of Governor's Green at The Plantation Homeowners Association, Inc., which is responsible for maintaining the private roads and neighborhood common areas within the Subdivision.

13. CONSTRUCTION AND REPURCHASE OPTION. Buyer agrees that, pursuant to Article IV, Section 23 of the Declaration of Restrictions for Governor's Green, Buyer shall commence construction of a dwelling on the Lot within twenty-four (24) months after the date of closing of the purchase of the Lot and shall complete construction within nine (9) months of the date of commencement. In the event construction is not completed or commenced within the time periods set forth herein, or is discontinued for a period of thirty (30) days or more after commencement and is not recommenced within ten (10) days of receipt of written notice thereof from Seller to Buyer, Seller reserves the right, at its option, to repurchase the Lot upon the terms and conditions set forth in Article IV, Section 23 of the Declaration of Restrictions for Lots at Governor's Green and in the event Seller fails to exercise its repurchase rights within the time specified, the repurchase option shall automatically terminate and the Homeowners Association shall have the rights set forth in Article IV, Section 23 of the Declaration of Restrictions for Lots at Governor's Green. Buyer also agrees that such construction shall be performed only by one of the contractors approved by the Architectural Review Committee, or such other contractor as shall be approved by Seller, which approval shall not be unreasonably withheld provided such contractor satisfies the approval standards of Seller.

The provisions of this Section 13 shall survive the closing of the purchase of the Lot. In the even Buyer breaches the agreements contained in this Section 13, Seller shall have the right to pursue any remedy allowed by law or in equity.

14. MISCELLANEOUS. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and shall be construed under the laws of the state of Florida. As used herein, any gender shall include all genders and legal entities, the plural number shall include the singular, and the singular number shall include the plural.

15. ADDENDUM. Attached to this Agreement and incorporated as a part hereof are Addenda No. _____.

16. REAL PROPERTY SALES DISCLOSURE TO PROSPECTIVE PURCHASERS. At the closing, you may be required to pay closing costs in addition to the purchase price. The known major closing costs are: your attorneys' fees; fees to record the mortgage and deed; termite inspection; survey; insurance policy; service fee (or origination fee) on new mortgage; documentary tax; intangible tax based upon the amount of money borrowed; credit report; mortgage company's attorneys' fee; mortgagee title insurance fees; appraisal fees; and/or establishment of an escrow account for taxes and insurance. It is estimated that the cost of maintaining Khyber Lane, Westmount Lane and Governor's Green Drive over the first ten (10) years of ownership is \$42,240.00. The registered real estate broker named below is the agent for the Seller and will be paid by Seller. By

signing below, you acknowledge that you have read and understand this disclosure statement before signing this Agreement.

17. ADDITIONAL CLAUSES.

The parties hereto have signed this Agreement on the dates indicated below.

WITNESSES:

As to Buyer

Signed by Buyer on _____, 19____

Social Security # _____

Social Security # _____
BUYER

Signed by Seller on _____, 19____

PLANTATION ASSOCIATES

By: _____
Sales Agent

Countersigned:

As to Seller

By: _____
General Partner

SELLER

Registered Real Estate Broker

ESCROW RECEIPT AND AGREEMENT

ABEL, BAND, BROWN, RUSSELL & COLLIER, CHARTERED, as Escrow Agent, acknowledges receipt of the sum of \$_____ from Buyer and agrees to hold this sum and any additional earnest money deposits paid by Buyer in escrow pursuant to the terms, conditions, and provisions of the foregoing Purchase Agreement.

ABEL, BAND, BROWN, RUSSELL, &
COLLIER, CHARTERED

By: _____
As its Authorized Representative

ESCROW AGENT

EXHIBIT "A"

1. Stipulations, terms and conditions as set forth in the Resolution of Board of County Commissioners of Sarasota County, Florida, Rezoning Petition No. 72-12, recorded February 27, 1973, in O.R. Book 992, Page 114, as amended in O.R. Book 1779, Page 236, and in O.R. Book 1858, Page 1336, of the Public Records of Sarasota County, Florida.
2. Memorandum and Notice of SMATV Service Agreement between Plantation Association, a Florida general partnership, Telstar Communications, Inc., a Florida corporation, and Crystal Cablevision Co., Inc., a Florida corporation, dated 12/30/83, recorded in O.R. Book 1652, Page 271, and assignment of 1/2 of payments to Telstar Communications in O.R. Book 2007, Page 2184, of the Public Records of Sarasota County, Florida.
3. The Plantation Master Covenants recorded in O.R. Book 1450, Page 16, and as amended in O.R. Book 1952, Page 1760, of the Public Records of Sarasota County, Florida.
4. Declaration of Restrictions for Lots at Governor's Green, recorded in O.R. Book 2291, Page 2115, of the Public Records of Sarasota County, Florida.