

**THIS INSTRUMENT PREPARED BY:**

Stephen R. Dye, Esq.  
Dye, Deitrich, Petruff & St. Paul, P.L.  
1111 3<sup>rd</sup> Avenue West, Suite 300  
Bradenton, Florida 34205  
(941)748-4411

**CIMARRON HOMEOWNER'S ASSOCIATION, INC.  
CERTIFICATE OF RECORDING OF THE REVIVED RESTRICTIVE COVENANTS FOR  
CIMARRON, A SUBDIVISION**

**WHEREAS**, CIMARRON HOMEOWNERS' ASSOCIATION INC., a Florida non-profit corporation, (the "Association") is the entity that administers the affairs and enforces the restrictions, rules, and regulations governing the subdivision known as CIMARRON pursuant to Chapter 720, Florida Statutes; and

**WHEREAS**, The Restrictive Covenants for CIMARRON, (originally recorded in Official Record Book 854, Page 863, all of Public Records of Manatee County, Florida, as same has been amended and supplemented from time to time, collectively referred to as the "Declaration") need to be revived and extended ; and

**WHEREAS**, the Plat for the CIMARRON Subdivision was recorded in Plat Book Plat Book 18 Page 71, of the Public Records of Manatee County, Florida; and

**WHEREAS**, in accordance with Sections 720.403 - 720.407, Florida Statutes, the members of the Association have voted and taken all required actions to revive and preserve the Declaration; and

**WHEREAS**, the owners of more than a majority of all of the parcels in the subdivision have voted to approve of the attached Revived Restrictive Covenants for CIMARRON and the undersigned officers of the Association hereby execute this certificate and record the attached Declaration and its exhibits, as well as a legal description of all affected parcels and the letter of approval issued by the Florida Department of Economic Opportunity, in accordance with Section 720.407, Florida Statutes; and

**WHEREAS**, the revived Declaration does not contain any covenants that are more restrictive than the original Declaration; and

**WHEREAS**, the voting interest of each parcel owner set forth in the revived Declaration is the same as the voting interest of the parcel owner under the original Declaration; and


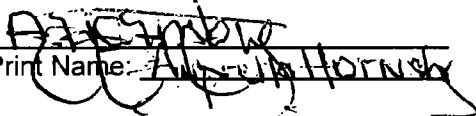
**WHEREAS**, the proportional assessment obligations of each parcel owner set forth in the revived Declaration are the same as proportional assessment obligations of the parcel owner under the original Declaration; and

WHEREAS, the revived Declaration contains the same respective amendment provisions of the original Declaration.

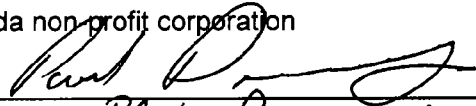
NOW, THEREFORE, the revived Declaration attached hereto as EXHIBIT "1," shall be applicable to all parcels in the CIMARRON Subdivision as described on EXHIBIT "C" and shall run with the land and be binding upon all parties and persons claiming under them and shall remain in full force and effect for a period of thirty (30) years from the date of recording of the revived Declaration, which shall be extended as provided by law.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 17<sup>th</sup> day of SEPT., 2015.

Witnesses:

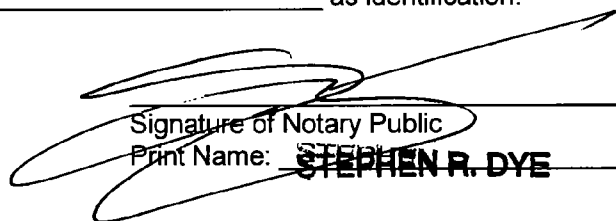
  
Print Name: STEPHEN R. DYE  
  
Print Name: ALBERT HORNISKY

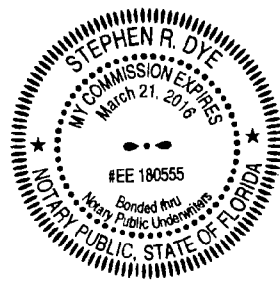
CIMARRON HOMEOWNERS ASSOCIATION, INC.,  
a Florida non profit corporation

By:   
Print Name: PAUL DRUMMER  
Title: 9/18/15

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17 day of SEPT, 2015, by PAUL DRUMMER, as PRESIDENT of CIMARRON HOMEOWNERS ASSOCIATION, Inc., a Florida non-profit corporation, on behalf of the corporation, who is  personally known to me or  who produced \_\_\_\_\_ as identification.

  
Signature of Notary Public  
Print Name: STEPHEN R. DYE



**REVIVED  
RESTRICTIVE COVENANTS  
FOR  
CIMARRON, A SUBDIVISION**

THIS REVIVED RESTRICTIVE COVENANTS FOR CIMARRON (the "Declaration" or "Revived Declaration") is executed this 29 day of July, 2015 by the CIMARRON HOMEOWNERS' ASSOCIATION INC., a Florida non-profit corporation (the "Association").

**WHEREAS**, the Association is the is the entity that administers the affairs and enforces the restrictions, rules, and regulations governing the subdivision known as CIMARRON pursuant to Chapter 720, Florida Statutes; and

**WHEREAS**, the original Declaration for this subdivision was originally recorded in Official Record Book 854, Page 863-873, as amended in OR book 1680 at Page 4876, all of Public Records of Manatee County, Florida; and

**WHEREAS**, the Plat for the CIMARRON Subdivision was recorded in Plat Book 18 Page 71-72, of the Public Records of Manatee County, Florida; and

**WHEREAS**, the Association hereby submits this Revived Declaration for revival and preservation pursuant to Section 720.403 - 720.407, Florida Statutes; and

**WHEREAS**, all parcel owners to be governed by this Revived Declaration were governed by the original Declaration; and

**WHEREAS**, this Revived Declaration has been approved in the manner provided by Section 720.405(6), Florida Statutes, in writing by the majority of all parcel owners subject to the original Declaration; and

**WHEREAS**, this Revived Declaration does not contain any covenants that are more restrictive than the original Declaration; and

**WHEREAS**, the voting interest of each parcel owner set forth in this Revived Declaration is the same as the voting interest of the parcel owner under the original Declaration; and

**WHEREAS**, the proportional assessment obligations of each parcel owner set forth in this Revived Declaration are the same as proportional assessment obligations of the parcel owner under the original Declaration; and

**WHEREAS**, the Revived Declaration contains the same respective amendment provisions as the original Declaration; and

**WHEREAS**, the original developer, Cimarron Properties, Inc., a Florida corporation, previously declared these covenants relative to the development known as CIMARRON through the recording of the original Declaration and created the Association to manage the affairs of the community.

**NOW, THEREFORE**, the Revived Declaration hereafter set forth shall be applicable to all parcels in the CIMARRON SUBDIVISION as described on **EXHIBIT "C"** and shall run with the land and be binding upon all parties and persons claiming under them and shall remain in full force and effect for a period of thirty (30) years from the date of recording of this Revived Declaration, which shall be extended as provided by law.

CIMARRON PROPERTIES, INC., a corporation organized and existing under the laws of the State of Florida, being the original owner in fee simple absolute of all of those certain lands lying and being in the County of Manatee, State of Florida, more particularly described as follows, to-wit:

Commence at the SW corner of the SE 1/4 of Section 19, Township 34 South, Range 17 East, Manatee County, Florida; thence N 89°56'57" E, along the South line of said Section 19, a distance of 50 feet; thence N 00°29'20" W, parallel with the West line of said SE 1/4 of Section 19, a distance of 42 feet for the Point of Beginning; thence N 89°56'57" E, along the North Right-of-Way Line of 9th Avenue N.W., and 84-foot road, 610.84 feet; thence N 00°29'09" W, along the East line of the W 1/2 of the SE 1/4 of Section 19, a distance of 1284.96 feet; thence West along the North line of said W 1/2 of SW 1/4 of SE 1/4, a distance of 610.92 feet; thence S 00°29'20" E, along the East Right-of-Way Line of 75th Street N.W., a 100 foot road a distance of 1285.51 feet to the P.O.B. The above lying and being in Section 19, Township 34 South, Range 17 East, Manatee County, Florida,

all of which lands have been subdivided as a subdivision known as Cimarron, with the subdivision plat thereof having been recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida, did declare that in order to promote the uniform development of the above-described lands and to insure that only single family residences of high quality are constructed thereon and to insure that the quality of the neighborhood will be preserved, imposed on each and every parcel of the above-described property the following restrictions, limitations, conditions/and agreements, which restrictions, limitations, conditions and agreements shall apply to all future owners of said land and any portion thereof, to-wit:

1. No building other than the one detached dwelling house with the necessary accessory buildings such as garages, patios, and screened enclosures shall be erected, constructed, placed, maintained, occupied or permitted on any lot or parcel, and such house shall be used as a private residence only. The permitted dwelling house and said accessory buildings shall be in a style, form and appearance which shall be harmonious with the architectural motif of the subdivision and shall be aesthetically complimentary thereto.

2. Only one dwelling house, being no more than two stories in height, together with said accessory buildings as may be required for the private use of the occupants of said house, shall be erected, constructed, placed, maintained, occupied or permitted on any one lot as shown on the plat of said subdivision, and no such dwelling house including garages, porches and other accessory buildings, shall occupy more than one-third of the lot area it lies on.

3. All residence buildings shall be constructed and maintained in such a manner that it shall have a minimum of 2,000 square footage of enclosed and air conditioned floor space, not including square footage of garages, or other accessory buildings.

4. All garages shall be erected, constructed, placed or maintained in such a manner as to be connected to the residence building or, if detached, shall be designed in such a manner as is harmonious with the architectural motif of the residence building and shall be constructed of the same materials as the residence building. Further all garages shall be constructed and maintained in such a manner so as to accommodate not less than two cars. There shall be no carports erected, constructed, placed or maintained on any parcel of any lot or lots.

5. All residence buildings and accessory buildings must have roofs constructed of either cedar shakes, glazed tile, cement tile, slate or Bermuda style cement or the equivalent thereof in quality.

6. The accessory buildings may be constructed simultaneously with the main residence building, but shall not be used or occupied prior to the completion of, and the use and occupancy of, the main residence.

7. No residence building, including its accessory buildings, shall at any time be erected, constructed, placed or maintained on a plot having an area of less than the number of square feet found in the smallest lot on the plat of CIMARRON Subdivision, nor shall the same be erected, constructed, placed or maintained nearer than 40 feet from the front lot line, nor nearer than 20 feet from the rear lot, nor nearer than 10 feet from the side lot lines. Said distances shall be measured perpendicular to the said front, rear and side lot lines.

8. The developer hereby reserves a 15 foot easement along the rear lot lines, together with a 5 foot easement along the side lot lines of each and every lot in said subdivision for the location, erection, construction, maintenance and use of electrical and telephone lines, watermains, drains, sanitary and storm sewers, or for any developmental or utility purpose, without notice to or consent from any lot owner and without compensation to such lot owner. Notwithstanding the foregoing, when one owner acquires more than one lot to be used as a single family residential unit, and so uses it, the easements along the side lot lines shall be construed to mean the exterior side lot lines which make up the outside boundaries of said owner's land.

In addition, the developer hereby reserves easements over portions of lots 5, 6, 7, 8, 19 and 20 for the construction and maintenance of walkways and bicycle paths, said easements being 15 feet in width, together with an easement over a portion of lot 5 for the installation and maintenance of a storm drainage system, said easement being 15 feet in width, all as more fully shown in the Plat of Cimarron Subdivision as recorded among the Public Records of Manatee County, Florida, without notice to or consent from any lot owners and without compensation to such lot owners.

9. The developer hereby reserves the right to grant a utility easement unto Florida Power and Light Company for the installation of any and all necessary electrical installations to properly service any and all improvements in said subdivision, said easement to be 10 feet in width and to traverse along the lotward side of the existing curbing throughout the roadway shown as Cimarron Circle on the plat of Cimarron Subdivision.

10. No barrack-type structure, tent, mobile home, motor home, trailer, or temporary type dwelling of any kind shall be permitted to be erected, constructed, placed maintained, or occupied on any lot or parcel of the subject subdivision, nor shall any lot or parcel thereof be used to operate any business, professional or commercial enterprise therefrom.

11. No sign of any nature shall be displayed or maintained to public view on any lot, except for one sign of not more than five square feet advertising the property for sale or for rent, or a sign not more than ten square feet, but not wider than four feet nor higher than three feet, to be used by a builder to advertise the property for sale during the construction or initial sale period, which period shall not be longer than one (1) year from the date of issuance of the building permit for that property.

12. No boat or boat trailer shall be kept on the premises unless the same shall be placed and stored in a garage in such a manner that the garage can be closed.

13. No animals, livestock or poultry of any kind shall be raised, breed or kept on any lot, except that dogs, cats, and other household pets may be kept, all provided that the same are not kept, breed or maintained for any commercial purpose and in any event so that the same shall not create a nuisance.

14. No unlawful or immoral use shall be made of the premises or any part thereof, and no obnoxious or offensive activity shall be carried on upon any lot or parcel nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

15. All lots shall be kept free of underbrush and weeds and of all accumulation of brush, trash, or other material which may present an unsightly appearance or constitute a fire hazard. In the event the owner of any lot or lots shall fail or refuse to keep the premises free of underbrush, weeds, accumulated brush, trash and other like material, then Cimarron Homeowner's Association, Inc., may

enter upon said lot or lots and remove such refuse or mow or cut such weeds or underbrush and charge the owners for such services, and such entry on the part of Association shall not be deemed a trespass. Absolutely no burning of trash and garbage shall be permitted on any lot.

16. All utility lines and lead-in wires, including, but not limited to, electrical lines and telephone lines, located within the confines of any lot or lots shall be located underground, not less than 6 inches from the surface, provided nothing herein contained shall prevent an aboveground temporary power line to a residence during the period of construction.

17. All garbage or trash containers, outside clothes lines, oil tanks, bottled gas tanks, water softening equipment and solar heating systems, on all lots must be underground or placed in walled-in areas, and must be hidden from view by a structural wall, so that they shall not be visible from adjoining properties, Cimarron Circle or 75th Street.

18. All mailboxes shall be attached to the residence building and shall not be located at the street unless otherwise required by the U.S. Postal Service.

19. All driveways shall be constructed of concrete or shall be paved, but none shall be constructed of loose stone, gravel, shell or other similar material.

20. All residence buildings, accessory or other out buildings shall be of new construction.

21. All front lawns must be solid sodded upon the completion of the construction of the residence building and such lawn shall extend to the pavement line of Cimarron Circle.

22. No solid fences shall be erected, constructed, placed or maintained in the front yard; however, this is not intended to prohibit the erection, construction and maintenance of small decorative fences in front yards which harmonize with the architectural motif of the residence building. Under no circumstances shall chain link fences be allowed to be erected, constructed or maintained in any front yard. Fences or walls may be erected, constructed and maintained at the rear of the residence buildings, provided, however, that the same are harmonious with the architectural design of the residence building and the neighboring houses.

23. All building residences shall be erected, constructed and maintained in such a manner so as to front Cimarron Circle.

24. The lake located in the subdivision is intended to benefit all owners of parcels lying and being in the subdivision. However, said lake shall not be used for bathing, swimming, boating, canoeing or for other purposes which may create a nuisance or danger to the owners of residents of said subdivision.

25. No building shall be erected, constructed, placed, renovated or altered on any lot or parcel in subject subdivision until the drawings and specifications, together with plans showing the location of the structure on the premises, shall be submitted for the approval of the Developer, its successors or assigns. One copy of the drawings, specifications and plans of each improvement or alteration shall be filed as a permanent record with the Developer, its successors or assigns. At the time such drawings, specifications and plans are approved by the Developer, its successors or assigns, a building permit shall be issued without cost, and written evidence that such permit was issued must be posted in a conspicuous manner on such forms as the Developer, its successors or assigns may provide, on the property whereon the building, alteration, change or other development is being made. Any such building so commenced under such permit shall be substantially completed and ready for occupancy within a reasonable length of time, and in any event, within one (1) year. At such time that the Developer, its successors or assigns, relinquishes control of Cimarron Homeowner's Association, Inc., then the approval of said drawings, specifications and plans for the construction or alteration of any building or other development within the subject subdivision must be first obtained from said Association.

26. Association shall be responsible for maintaining and properly insuring any and all property lying and being in Cimarron Subdivision that is not shown as a lot or any part thereof on the plat of said subdivision, or any property which has been dedicated for the use of the general public by the Developer. This is intended to include, but not be limited to, the lake in said subdivision, together with the islands located therein and all lands lying and being between the lake's waters edge and that certain road shown as "Cimarron Circle" on the plat of said subdivision.

27. The Developer has caused a homeowner's association to be established known as Cimarron Homeowner's Association, Inc., a Florida Corporation not for profit, ("Association") which Association shall perform all duties and obligations imposed upon it by virtue of the terms of this Declaration, or by the terms of the Association's articles of incorporation, bylaws, rules or regulations.

Each owner of property in said subdivision, during the period he holds title to such property together with the Developer, its successors or assigns, shall be members of the Association and shall be subject to the articles, bylaws, rules and regulations as may be adopted from time to time by said association. (A copy of the Articles of Incorporation and Bylaws are attached hereto as **Exhibit "A" and Exhibit "B"**. Membership shall be terminated upon sale of such member's property in the subdivision.

Each member of the Association shall have one (1) vote for each separate residence owned by such member, whether it is comprised of one or more lots, in the election of directors of the Association and in the taking of any action required by vote of the members. Any reference to "owner" in this section, shall, in case of property owned by more than a single owner, be deemed to mean only one of such owners who shall be designated in writing by the owners of any such property to the Association.

28. All lots or parcels of property to which these restrictions, limitations, conditions and agreements apply, and which are entitled to the benefits hereof pursuant to this declaration shall be subject to any and all assessment to be paid by the respective property owners of such land to the Association in advance on the 1st day of January of each year, on which date such assessment shall become a lien until fully paid. However, no such lien shall be operative and enforceable against subsequent purchasers with or without notice, unless Association shall first file a certificate with the Clerk of the Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida, setting forth the description of the property affected, the amount of the lien, and the period for which assessed.

The aggregate annual assessment shall be fixed by the Association at least thirty (30) days prior to the commencement of the calendar year during which such assessment becomes payable. Such aggregate assessment shall be equal to an amount necessary for the Association to properly carry out its duties and obligations, including but not limited to properly insuring and maintaining that portion of the subdivision referred to in paragraph 26 above. Said assessment shall be adjusted from year to year by the Association as the needs of the property, in the Association's judgment, may be required based upon the estimate of annual requirements including reasonable reserves for the cost of keeping books and records relating to the collection and disbursement of such assessments. Such books and records shall be subject to the inspection of any owner or mortgagee of lands lying and being in the subject subdivision, and the Association shall, on request, issue statements to such owners or mortgagees showing the amounts due for such unpaid assessments.

Each lot owner shall be responsible for 1/26 of the total aggregate assessment for each lot he owns, plus a proportionate share for any fractional part of any additional lot he may own in said sub-division. In the event any lot owner fails to pay such assessment within thirty (30) days after the same shall become due and payable, then said assessment shall earn interest at the maximum allowable rate until fully paid.

29. The invalidation of any one of these covenants by a Court of competent jurisdiction shall in no manner affect any of the other covenants which shall remain in full force and effect.

30. These covenants and restrictions shall be deemed covenants which run with the land and if any future owner shall violate any one or more of these covenants or attempt to violate any one or more

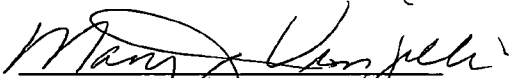
of the same, it shall be lawful for any other person or persons owning property within the subdivision or for Association to bring and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, either to prevent such violation or recover damages by reason thereof.

31. These restrictions shall be binding upon and inure to the benefit of the heirs, successors, personal representative, and assigns of the Owners of the property mentioned herein and shall run with the land for a period of thirty (30) years from the date of recording of this Revived Declaration, as later extended as provided by law.

IN WITNESS WHEREOF, the Association has caused this Revived Declaration to be executed in its name by its officers thereunto duly authorized on the dates indicated below.

Signed, sealed and delivered:

CIMARRON HOMEOWNER'S ASSOCIATION, INC.,  
a Florida non-profit corporation

  
Print Name: Mary J. Vergelli

By:   
PAUL DRUMMY President

  
Print Name: STEPHEN R. DYE

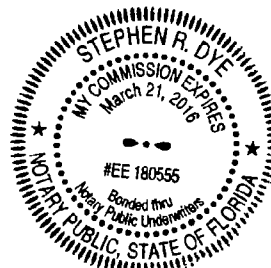
Date: JULY 29, 2015

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 29 day of JULY, 2015, by PAUL DRUMMY, as \_\_\_\_\_ President of Cimarron Homeowner's Association, Inc. a Florida non-profit corporation, on behalf of the corporation, who is  personally known to me or  who produced Florida Driver's License as identification.

  
Signature of Notary Public  
Print Name: STEPHEN R. DYE

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ARTICLES OF INCORPORATION  
OF  
CIMARRON HOMEOWNER'S ASSOCIATION, INC.  
(a corporation not for profit)

FILED  
MAY 18 1 53 AM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of this corporation shall be CIMARRON HOMEOWNER'S ASSOCIATION, INC., (the "Association").

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

(a) To promote the health, safety and social welfare of the owners of property within CIMARRON SUBDIVISION, as per plat thereof, recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida, which area will be hereinafter referred to as CIMARRON SUBDIVISION.

(b) To maintain and/or repair landscaping in the general and/or common areas, sidewalks, and/or access paths, streets, lights, lake and/or islands therein and other common areas, structures, and other improvements in CIMARRON SUBDIVISION.

(c) To insure compliance with the RESTRICTIVE COVENANTS concerning CIMARRON SUBDIVISION, as set forth in the instrument recorded in Official Record Book 854 at Pages 863-873, inclusive, of the Public Records of Manatee County, Florida.

(d) To control and maintain the lakes, ponds and drainage facilities in CIMARRON SUBDIVISION.

(e) To provide or provide for private security or other such services the Association may from time to time approve and financially provide for.

(f) To provide, purchase, acquire, replace, improve, maintain and/or repair such landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

(g) To operate without profit for the sole and exclusive benefit of its members.

(h) To acquire lands shown on the plat of CIMARRON SUBDIVISION, as per plat thereof recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida, not comprising a lot or any

part of any lot designated on said plat (including lots 1 through 26, inclusive) and further, not including any property which has been dedicated to the County of Manatee, a political subdivision of the State of Florida, for public use, which property shall include, but not be limited to, the land comprising the bottom of the lake line in the subdivision, the column of water above said land, the island or islands located in the lake, the land lying between the lakes water edge and the interior boundary of Cimarron Circle, and all other real property shown on said plat which is not specifically excluded above.

(i) To obtain insurance against personal injury to any person injured on property owned by the Association and insurance coverage against property losses caused by employees, agents, officers and directors of the corporation while acting on behalf of the Association.

### ARTICLE III

#### GENERAL POWERS

The general powers that the Association shall have are as follows:

(a) The Association shall have all of the common law and statutory powers of a corporation not for profit, which powers are not in conflict with the terms of these Articles of Incorporation, the By-Laws of the corporation or the Restrictive Covenants recorded in Official Record Book 854 at Pages 863-873, inclusive, of the Public Records of Manatee County, Florida.

(b) The Association shall further have all of the powers and duties reasonably necessary to keep, maintain and repair all of the lands purchased by the corporation, to obtain public liability insurance concerning said properties.

(c) To obtain public liability insurance concerning all properties owned by the Association and other such insurance coverages as may be deemed necessary by the Board of Directors.

(d) To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

(e) To promulgate and enforce rules, regulations, By-Laws, and agreements to effectuate the purposes for which the Association is organized.

(f) To delegate power or powers where such is deemed in the interest of the Association.

(g) To purchase, lease, hold, sell or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects

and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

(h) To fix assessments to be levied against property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to collect such assessments.

(i) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

(j) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

(k) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

#### ARTICLE IV

##### MEMBERSHIP

(a) MEMBERS: The members of the Association shall consist of all of the record owners of all of the lots, or any portion of any lot, lying and being in CIMARRON SUBDIVISION, as per plat thereof recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida.

(b) CHANGE OF MEMBERSHIP: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change of record title to a lot or any portion thereof in CIMARRON SUBDIVISION, as per plat thereof recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida, and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is thereby terminated.

#### ARTICLE V

##### VOTING AND ASSESSMENTS

(a) As set forth in the aforesaid Restrictive Covenants, each member of the Association shall have one (1) vote for each separate residence owned by such member, whether it is comprised of one or more lots, in the election of directors of the Association and in the taking of any action required by vote of the members. Any reference to "owner" in this section, shall, in case of property owned by more than a single owner, be deemed to mean only one of such owners who shall be designated in writing by the owners of any such property to the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

(b) All lots or parcels of property to which these restrictions,

limitations, conditions and agreements apply, and which are entitled to the benefits hereof pursuant to these Articles shall be subject to an annual assessment to be paid by the respective property owners of such land to Cimarron Homeowner's Association, Inc., in advance on the 1st day of January of each year, on which date such assessment shall become a lien until fully paid. However, no such lien shall be operative and enforceable against subsequent purchasers with or without notice, unless the Association shall first file a certificate with the Clerk of the Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida, setting forth the description of the property affected, the amount of the lien and the period for which assessed.

The aggregate annual assessment shall be fixed by the Association at least thirty (30) days prior to the commencement of the calendar year during which such assessment becomes payable. Such aggregate assessment shall be equal to an amount necessary for the Association to properly carry out its duties and obligations. Said assessment shall be adjusted from year to year by the Association as the needs of the property in the Association's judgment, may require based upon the estimate of annual requirements including reasonable reserves for the cost of keeping books and records relating to the collection and disbursement of such assessments. Such books and records shall be subject to the inspection of any owner or mortgagee of lands lying and being in the subject subdivision, and the homeowner's Association shall, on request, issue statements to such owners or mortgagees showing the amounts due for such unpaid assessments.

Each lot owner shall be responsible for 1/26th of the total aggregate assessment for each lot he owns, plus a proportionate share for any fractional part of any additional lot he may own in said subdivision. In the event any lot owner fails to pay such assessment within thirty (30) days after the same shall become due and payable, then said assessment shall earn interest at the maximum allowable rate until fully paid.

Notwithstanding the foregoing, the Developer guarantees that until such time that it relinquishes control of the association, that the annual assessment shall not exceed One Hundred and No/100 Dollars (\$100.00) per lot, and the Developer covenants and agrees to pay any amount of the expenses incurred by the association in the performance of its duties as set forth herein which are not produced by the assessments at the guaranteed level receivable from other lot owners.

#### ARTICLE VI

##### BOARD OF DIRECTORS

(a) The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) and not more than seven (7) Directors. The Directors must be members of the Association, but need not be residents of the State of Florida. Elections for Directors shall be by plurality vote.

At the first annual election to the Board of Directors, the

term of office of the elected Directors shall be as follows: The Director receiving the highest plurality vote shall serve for a term of two (2) years and the term of office of the other elected Directors and all subsequent Directors shall be established for a term of one (1) year or until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them.

(b) The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1979 and until their successors are elected or appointed and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ERIC B. ROBERTSON	3506 18th Avenue West Bradenton, Florida 33505
LANNY W. TYLER	2313 Manatee Avenue W. #3 Bradenton, Florida 33505
DONNA D. BUTERA	912 Cimarron Circle Bradenton, Florida 33505

#### ARTICLE VII

##### OFFICERS

(a) The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws.

(b) The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1979 and until their successors are duly elected and qualified are:

PRESIDENT	ERIC B. ROBERTSON
VICE PRESIDENT	ERIC B. ROBERTSON
SECRETARY	ERIC B. ROBERTSON
TREASURER	ERIC B. ROBERTSON

ARTICLE VIII  
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX  
STOCK

The Association shall have no capital stock.

ARTICLE X

The Board of Directors of the Association shall adopt By-Laws to provide for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time, which By-Laws shall be consistent with these Articles of Incorporation.

Upon proper notice, the By-Laws may be amended, altered or rescinded by not less than sixty percent (60%) of the entire members of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association concurring at any regular directors and membership meeting or any special meeting called for that purpose.

ARTICLE XI  
AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, or at a regular meeting of the membership upon notice given, as provided by the By-Laws, of intention to submit any amendment by approval of not less than sixty percent (60%) of the members of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association.

ARTICLE XII  
SUBSCRIBERS

The names and addresses of the subscribers are as follows:

ERIC B. ROBERTSON	3506 18th Avenue West Bradenton, Florida 33505
LANNY W. TYLER	2313 Manatee Avenue W. #3 Bradenton, Florida 33505
DONNA D. BUTERA	912 Cimarron Circle Bradenton, Florida 33505

## ARTICLE XIII

## INDEMNIFICATION OF OFFICERS AND DIRECTORS

(a) The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(1) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was lawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the Court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonable entitled to indemnification for such expenses which such tribunal shall deem proper.

(b) The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had reasonable grounds for belief that such action was

lawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

(c) The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purposes. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XV

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these articles, which By-Laws may thereafter be altered or rescinded by the Board of Directors, provided the By-Laws remain consistent with these Articles of Incorporation.

ARTICLE XVI


DESIGNATION OF RESIDENT AGENT

In accordance with Section 48.091 of the Florida Statutes, ERIC B. ROBERTSON is hereby designated as the Resident Agent for service of process within the State of Florida at 3506 18th Avenue W., Bradenton, Manatee County, Florida, 33505.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1979, for the purpose of forming this corporation not for profit under the laws of the State of Florida.

  
ERIC B. ROBERTSON

  
LANNY W. TYLER

  
DONNA J. BUTERA



STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared ERIC B. ROBERTSON, to me known to be the person described as one of the subscribers in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 7<sup>th</sup> day of May, 1979.

*John M. [Signature]*  
Notary Public

My Commission expires: Nov. 25, 1980

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared LANNY W. TYLER, to me known to be the person described as one of the subscribers in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 11<sup>th</sup> day of May, 1979.

*Catherine B. Myers*  
Notary Public

My Commission expires: 3-23-82

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared DONNA J. BUTERA, to me known to be the person described as one of the subscribers in and who executed the foregoing Articles of Incorporation, and she acknowledged before me that she executed and subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 8<sup>th</sup> day of May, 1979.

*Debra K. Holt*  
Notary Public

My Commission expires: Notary Public, State of Florida at Large  
My Commission expires August 27, 1982

DESIGNATION AND ACKNOWLEDGEMENT OF REGISTERED AGENT

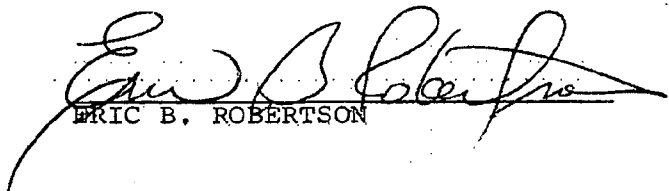
In pursuance of Chapter 48.091, Florida Statutes, the following is submitted:

First, that CIMARRON HOMEOWNER'S ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office being located at 3506 18th Avenue W., Bradenton, Manatee County, Florida, as indicated in the Articles of Incorporation, has named ERIC B. ROBERTSON as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

DATED this 7<sup>th</sup> day of May, 1979.

  
ERIC B. ROBERTSON

FILED  
MAY 16 1979  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Courtesy of  
Dye & Scott, P.A.

BY-LAWS OF  
CIMARRON HOMEOWNER'S ASSOCIATION, INC.  
A Corporation Not-For-Profit

ARTICLE I. IDENTIFICATION

1.1 Identity: These By-Laws constitute the code of rules adopted by CIMARRON HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit organized under the laws of the State of Florida, for the regulation and management of its affairs, which corporation shall hereinafter be referred to as "Association."

1.2 Purposes and Powers: The Association will have the purposes and powers as may be stated in the Articles of Incorporation, and such powers as are now or may be granted hereafter by law.

The primary purpose of the Association is to promote the health, safety and social welfare of the owners of property within Cimarron Subdivision, as per plat thereof, recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida, which area will be hereinafter referred to as Cimarron Subdivision.

1.3 Office: The office of the Association shall be 3506 18th Avenue W., Bradenton, Manatee County, Florida, or such other place as the Board of Directors may designate from time to time.

1.4 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.5 Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "corporation not-for-profit" and year of incorporation. Note: Impress here when receive seal.

(CORPORATE SEAL)

ARTICLE II. MEMBERS

2.1 Qualification: The members of the Association shall consist of all of the record owners of all of the lots, or any portion of any lot, lying and being in Cimarron Subdivision, as per plat thereof recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida.

2.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change of record title to a lot or any portion thereof in Cimarron Subdivision, as per plat thereof recorded in Plat Book 18, Pages 71 and 72 of the Public Records of Manatee County, Florida, and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is thereby terminated.

Exhibit "B"

2.3 Voting Rights: Each member of the Association shall have one (1) vote for each separate residence owned by such member, whether it is comprised of one or more lots, in the election of directors of the Association and in the taking of any action required by vote of the members. Any reference to "owner" in this section, shall, in case of property owned by more than a single owner, be deemed to mean only one of such owners who shall be designated in writing by the owners of any such property to the Association.

2.4 Designation of Voting Representative: If a parcel is owned by one person, his right to vote shall be established by the record title to his parcel. If the parcel is owned by more than one person, the person entitled to cast the vote for the parcel shall be designated by a certificate signed by all of the record owners of the parcel, and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of his appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked and until superseded by a subsequent certificate of until a change in the ownership of the parcel concerned. A certificate designating the person entitled to cast a vote of any parcel may be revoked by any owner thereof.

### ARTICLE III. MEETING OF MEMBERS

3.1 Annual Meeting: The annual meeting of the members shall be held at the office of the corporation or such other place stated in the notice of meeting at 7:00 P.M. Eastern time on the first Monday of May of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is a business day and not a legal holiday. Unless waived by a member, notice of the annual meeting must be sent by regular mail to each member.

3.2 Special Meetings: Special meetings of the members shall be held whenever called by the President, or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast 10% of the votes of the entire membership.

3.3 Notice of Member's Meetings: Notice of meetings of the members, stating the time, place and objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address, as it appears on the books of the Association, and shall be mailed not less than fifteen (15) days, nor more than sixty (60) days, prior to the date of the meeting. The notice to each member shall be furnished by personal delivery, or by mailing the same by regular mail to the member at his address as it appears on the books of the Association. Proof of such mailing shall be given by Affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

3.4 Quorum: A quorum at a members meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws. Such votes may be by proxy, or by written votes signed by the owner and witnessed and in the hands of the Secretary prior to the actual vote at the meeting. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum and for the purpose of determining a majority. .

3.5 Proxies: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary before the appointed time of the meeting or any adjournments thereof. Provided, however, no one person may be designated to hold more than five (5) proxies.

3.6 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business: The order of business at members meetings and as far as practical at all other members meetings shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

3.8 Proviso: Provided, however, that until the Developer, Cimarron Properties, Inc., has terminated his control of the Association and its affairs in accordance with the Restrictive Covenants recorded in Official Record Book 854 at Pages 863-873, inclusive, of the Public Records of Manatee County, Florida, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the Developer.

#### ARTICLE IV. DIRECTORS

4.1 The affairs of the Association shall be managed by a Board of Directors of not less than three (3) nor more than seven (7) Directors, the exact number to be determined from time to time prior to the election of Directors at each annual meeting.

4.2 Election of Directors: The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the members. Nominations shall be made from the floor, and nominations for additional directorships, if any, created at the meeting shall also be made from the floor.

(b) The election shall be by ballots unless dispensed by unanimous consent and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Except as to vacancies provided by the removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the remaining Directors.

(c) Any Director may be removed by the concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

4.3 Term: The term of office of the elected Directors shall be as follows: The Director receiving the highest plurality vote shall serve for a term of two (2) years and the term of office of the other elected Directors and all subsequent Directors shall be established for a term of one (1) year or until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them.

4.4 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.5 Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meetings shall be given to each Director, personally, or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

4.6 Special Meetings: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time and place and purpose of the meeting.

4.7 Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8 Quorum: A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval by a greater number of Directors is required by the Articles of Incorporation or these By-Laws.

4.9 Adjourn Meeting: If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes, thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.11 Directors Meeting: Meetings of the Board of Directors shall be open to all parcel owners.

4.12 Presiding Officer: The presiding officer of the Directors meeting shall be the President. In the absence of the President, the Directors shall designate one of their number to preside.

4.13 Directors Fees: Directors fees, if any, shall be determined by the members of the Association.

4.14 Order of Business: The order of business of Directors meetings shall be:

- (a) Roll Call.
- (b) Proof of due notice of meetings.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

#### ARTICLE V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to the approval of the owners, when such is specifically required.

#### ARTICLE VI. OFFICERS

6.1 Officers and Election: The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and Secretary, all of

whom shall be elected annually by the Board of Directors, and who may be pre-emptorily removed by votes of the Directors at any meeting. Any person may hold two or more offices.

The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President: The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint committees from time to time, from among the members or others as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as Chairman at all Board and Membership meetings.

6.3 Vice-President: The Vice-President shall, in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President, and exercise such other duties as shall be prescribed by the Directors.

6.4 Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors, and other notices required by law and the Articles of Incorporation and By-Laws. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 Treasurer: The Treasurer shall have the custody of all the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and he shall perform all other duties incident to the office of Treasurer. The duties of Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Association.

6.7 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director or officer of the



Association, whether or not he is Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

#### ARTICLE VII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

7.1 Accounts: Receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate.

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds, the balance in this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year to to fund reserves.

(b) Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually. Any or no amount may be budgeted for said reserves, in the sole discretion of the Board of Directors.

(c) Reserved for Replacement: Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence. The amount budgeted for reserves for replacement shall be within the sole discretion of the Board of Directors.

7.2 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide for funds for the foregoing reserves.

7.3 Assessments: All property owners in Cimarron Subdivision shall be subject to an annual assessment to be paid by the respective property owners of such land to Cimarron Homeowner's Association, Inc., in advance on the 1st day of January of each year, on which date such assessment shall become a lien until fully paid. However, no such lien shall become enforceable against subsequent purchasers with or without notice, unless the Association shall first file a certificate with the Clerk of the Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida, setting forth the description of the property affected, the amount of the lien and the period for which assessed.

The aggregate annual assessment shall be fixed by the Association at least thirty (30) days prior to the commencement of the calendar year during which such assessment becomes payable. Such aggregate

assessment shall be equal to an amount necessary for the Association to properly carry out its duties and obligations. Said assessment shall be adjusted from year to year by the Association as the needs of the property in the Association's judgment, may require based upon the estimate of annual requirements including reasonable reserves for the cost of keeping books and records relating to the collection and disbursement of such assessments. Such books and records shall be subject to the inspection of any owner or mortgagee of lands lying and being in the subject subdivision, and the homeowner's association shall, on request, issue statements to such owners or mortgagees showing the amounts due for such unpaid assessments.

Each lot owner shall be responsible for 1/26th of the total aggregate assessment for each lot he owns, plus a proportionate share for any fractional part of any additional lot he may own in said subdivision. In the event any lot owner fails to pay such assessment within thirty (30) days after the same shall become due and payable, then said assessment shall earn interest at the maximum allowable rate until fully paid.

7.4 Assessments for Emergencies: Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require for the notice of assessments.

7.5 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors.

7.6 Annual Accounting: An accounting of the financial records of the Association shall be made annually by an accountant, and a copy of such accounting shall be furnished to each member not later than April 1 of the year following the year for which the accounting is made.

#### ARTICLE VIII. AMENDMENT

8.1 These By-Laws may be amended in the manner set forth in the Articles of Incorporation, however, no Amendment shall discriminate against any owner. No amendment shall be made that is in conflict with the Articles of Incorporation or the Restrictive Covenants common to the subdivision. Amendments to the By-Laws shall not be effective until they have been certified by the officers of the Association and a copy of the amendment is recorded in the books of the Association.

CERTIFICATE OF AMENDMENT OF BYLAWS

The undersigned, as Secretary of Cimarron Homeowner's Association, a Florida corporation not for profit, does certify that the following amendment to the bylaws of this corporation was duly adopted at a meeting of the Board of Directors held on June 21, 1979, at which a quorum was present and voted:

RESOLVED taht paragraph 3.1 of the By-Laws of Cimarron Homeowner's Association, Inc. is hereby amended to read as follows:

"3.1 Annual meeting: The Annual Meeting of the members shall be held at the office of the corporation or such other place stated in the notice of meeting at 7:00 P.M. Eastern time on the 4th Monday of July of each year for the purpose of electing Directors and transacting any other business authorize to be transacted by the members, provided, however, that it that day is a legal holiday, the meeting shall be held at the same hour on the next day that is a business day and not a legal holiday. Unless waived by a member, notice of the Annual Meeting must be sent by regular mail to each member."

CIMARRON HOMEOWNER'S ASSOCIATION, INC.

BY   
MAXINE FOOR - Secretary

Dated: June 21, 1979

(Corporate Seal)

## CERTIFICATE OF AMENDMENT OF BYLAWS

The undersigned, as Secretary of Cimarron Homeowner's Association, Inc., a Florida corporation not for profit, does certify that the following amendment to the bylaws of this corporation was duly adopted at a meeting of the Board of Directors held on July 27, 1981, at which a quorum was present and voted:

RESOLVED that paragraph 7.7 of the By-Laws of Cimarron Homeowner's Association, Inc. is hereby amended to read as follows:

"7.7 Enforcement of Assessment Lien: In the event a lot owner fails to pay any sums, charges, or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its behalf or through its Manager, May:

- (a) foreclose the lien encumbering said lot in the same manner provided for the foreclosure of mortgages by the Florida Statutes, or
- (b) bring an action at law or in equity against the lot owner personally obligated to pay such assessments without waiving the lien securing the same, or
- (c) maintain such other and further action as may be permissible by the laws of the State of Florida to recover the full amount of the unpaid assessment.

In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a lot owner, the Association shall recover from said lot owner interest, court costs, and a reasonable attorney's fee, including any fees incurred on appeal, which shall be added to the amount of any assessment due. Failure by the Association to bring such action in any instance shall not constitute a waiver of the rights created herein. No lot owner may waive or otherwise escape liability for assessments by non-use of the common areas or abandonment of his lot."

CIMARRON HOMEOWNER'S ASSOCIATION, INC.

BY: Robin A. Johnson  
ROBIN A. JOHNSON - Secretary

Dated: July 27, 1981

(Corporate Seal)

PLAT BOOK 18 PAGE 71  
SHEET 1 OF 2 SHEETS

# SIMARON

612679  
A SUBDIVISION  
IN SECTION 19, TWP. 34 S., R46. 17 E.  
MANATEE COUNTY, FLORIDA.

## CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA }  
COUNTY OF MANATEE } S.S.

SIMARON PROPERTIES, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, ERIC B. ROBERTSON, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, HEREBY CERTIFIES OWNERSHIP BY SAID CORPORATION OF THE PARCELS DESCRIBED HEREIN AND DOES HEREBY, AS ONE OF THE STREETS, WALKS, ALLEYS, THRUFAIRWAYS, DRIVEWAYS OR OTHER GRANTEMENTS SHOWN ON THIS PLAT TO TAKE USE OF THE GENERAL PUBLIC HIGHWAY, WESTSIDE NATIONAL BANK OF MANATEE COUNTY THE MORTGAGES OF THE NEIGHBLY DISTRICTS HEREBY JOINS HEREIN FOR THE PURPOSE OF CONSENTING TO THE APPLICABLE DEDICATIONS.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT THIS 18 DAY OF MAY A.D., 1977.

BY: Eric B. Robertson  
ERIC B. ROBERTSON, PRESIDENT  
WITNESS: Stadham J. James (let to witness)  
C. C. Taylor (let to witness)

IN WITNESS WHEREOF, THE UNDERSIGNED MORTGAGEE HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 18 DAY OF MAY A.D., 1977. FOR WESTSIDE NATIONAL BANK OF MANATEE COUNTY.

MORTGAGEE: James L. Wilson  
VICE PRESIDENT & CASHIER  
ATTEST: Earl M. Parks  
VICE PRESIDENT & CLERK

## CERTIFICATE OF NOTARY PUBLIC

STATE OF FLORIDA }  
COUNTY OF MANATEE } S.S.

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, PERSONALLY APPEARED, ERIC ROBERTSON, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND HE DOES DULY ACKNOWLEDGE BEFORE ME THAT HE DID EXECUTE THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT BRADENTON, MANATEE COUNTY, FLORIDA THIS 18 DAY OF MAY A.D., 1977.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
Tom Sullivan

MY COMMISSION EXPIRES: April 21, 1980

BEFORE ME, THE UNDERSIGNED, NOTARY PUBLIC, PERSONALLY APPEARED JAMES I. WILSON, VICE PRESIDENT AND EARL M. PARKS, VICE PRESIDENT AND CASHIER OF WESTSIDE NATIONAL BANK OF MANATEE COUNTY MORTGAGEE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY DULY ACKNOWLEDGE BEFORE ME THAT THEY EXECUTED THE SAME, AS JOINT OFFICERS FOR AND BEHALF OF SAID MORTGAGEE.

WITNESS MY HAND AND OFFICIAL SEAL AT BRADENTON, MANATEE COUNTY, FLORIDA THIS 18 DAY OF MAY A.D., 1977.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
Orvaly S. Schubert

MY COMMISSION EXPIRES: \_\_\_\_\_

## PLANNING COMMISSION CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN APPROVED BY THE MANATEE COUNTY PLANNING COMMISSION AND THAT ALL REQUIREMENTS OF THE MANATEE COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS 30 DAY OF JUNE A.D., 1977

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

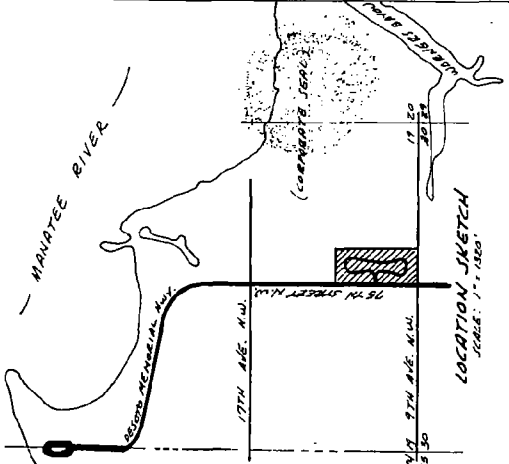
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MANATEE, FLORIDA THIS 18 DAY OF MAY A.D., 1977.

ATTEST: Thomas E. Duggins  
CLERK  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS.

APPROVED: Charles Leggett  
COUNTY ATTORNEY

APPROVED: Charles Leggett  
COUNTY ENGINEER

DATE: June 23, 1977



LOCATION SKETCH  
SCALE: 1" = 100'

LEO MILLS ASSOCIATES  
620 - 8 TH AVENUE  
PALMETTO, FLORIDA

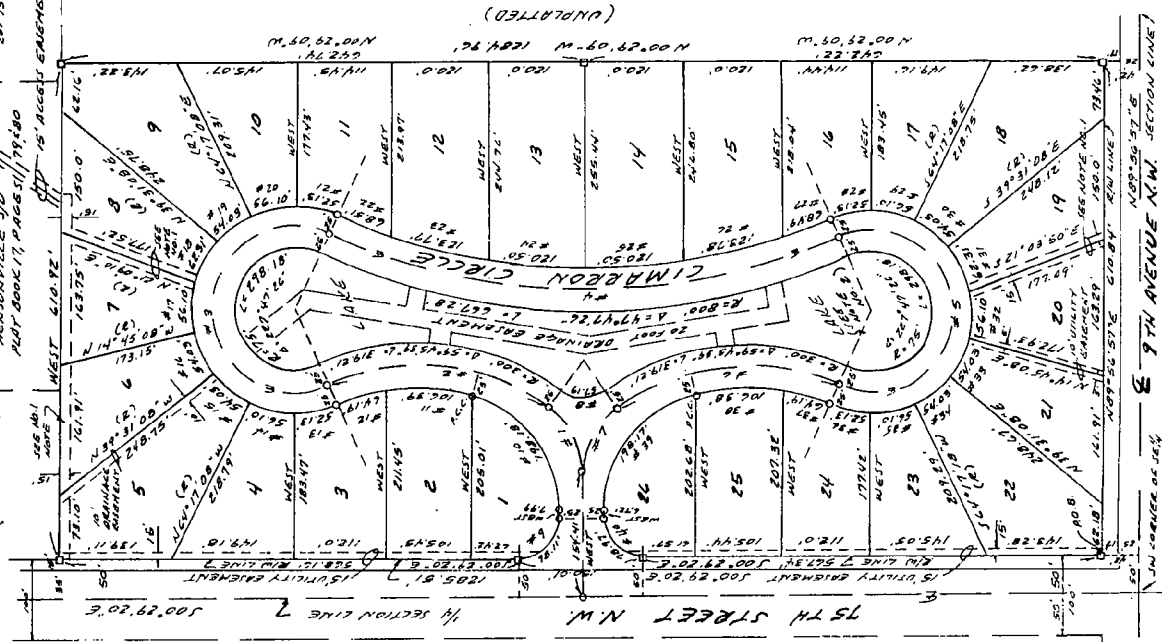
NOTE NO. 1

THE DEVELOPER RECEIVES THREE (3) EASEMENTS OF 15 FEET EACH FOR THE CONSTRUCTION OF AND MAINTENANCE OF WALK, WAYS AND BICYCLE PATHS.

**LEGEND**

- PERMANENT REFERENCE MONUMENT (P.R.M.) NO. 1735
- PERMANENT CONTROL POINT (P.C.P.)

NOTE NO. 2  
THE DEVELOPER, ITS SUCCESSORS OR ASSIGNS (WHICH MAY INCLUDE CIMARON HOMEOWNERS ASSOCIATION, INC.) SHALL ASSUME ALL RESPONSIBILITY FOR MAINTAINING AND PROPERLY USING ALL LANDS LYING BETWEEN THE EXISTING BACK OF CURB TO THE SHORES OF THE LAKE AS SHOWN ON THIS PLAN. THE DEVELOPER SHALL ASSUME ALL RESPONSIBILITY FOR MAINTAINING AND PROPERLY USING ALL LANDS LYING BETWEEN THE BE LOCATED WITHIN THE BOUNDARIES OF THE LANDS DESCRIBED HEREIN.



# CIMARON

A SUBDIVISION  
IN SECTION 19, TWP. 34 S., R9E. 17E  
MANATEE COUNTY, FLORIDA

**DESCRIPTION**

COMMENCE AT THE SW CORNER OF THE SE 1/4 OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE N89°53'57"E, ALONG THE SOUTH LINE OF 17 EAST SECTION 19 A DISTANCE OF 50 FEET; THENCE S00°29'20"W, PERCELE WITH THE WEST LINE OF LAKE JIMMY OF SECTION 19 A DISTANCE OF 84 FEET FOR THE POINT OF BEGINNING; THENCE S89°53'57"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF 9th AVENUE N.W., 84 FEET TO 200.00'; THENCE N00°00'00"E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE 1/4 OF THE 1/4 OF SECTION 19 A DISTANCE OF 84.96 FEET; THENCE WEST ALONG THE NORTH LINE OF LAKE JIMMY OF SECTION 19, A DISTANCE OF 410.93 FEET; THENCE S00°29'20"E, ALONG THE EAST RIGHT-OF-WAY LINE OF 75th STREET N.W., A 100 FOOT BOUNDARY, A DISTANCE OF 100.00 FEET TO THE P.O.B.; THENCE N00°00'00"E, ALONG THE EAST LINE OF THE ABOVE LYING AND BEING IN SECTION 19, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

**EASEMENT DESCRIPTION**

THERE ARE HEREBY EXPRESSLY RESERVED EASEMENTS OF 15 FEET ALONG THE REAR LINES OF ALL LOTS FOR UNDERGROUND AND OVERHEAD UTILITIES, SURFACE AND UNDERGROUND DRAINAGE, AND EASEMENTS OF 5 FEET ON EACH SIDE OF LOT LINE FOR THE SAME PURPOSES BUT LIMITED TO ONE SIDE OF ANY ONE LOT. ANGLES MORE THAN ONE LOT IS INTENDED FOR A BUILDING SET, THE ENTIRE BOUNDARIES OF LAKE JIMMY BUILDING SETS SHALL CARRY LAKE EASEMENTS. ALL OTHER EASEMENTS SHOWN OR DESCRIBED ON THIS PLAN ARE HEREBY RESERVED IN RESPECT TO THE SUBJECT NOTED.

**SPECIAL EASEMENT DESCRIPTION**

THERE IS EXPRESSLY RESERVED AN EASEMENT OF 10 FEET TO FLORIDA RANGE AND LIGHT COMPANY, LYING TOWARD OF THE EXISTING BACK OF CURBING, THROUGHOUT THE ROAD AS SHOWN ON THIS PLAN.

**CURVE DATA**

NO.	RADIUS	ANGLE	LENGTH	NO.	RADIUS	ANGLE	LENGTH
1	100'	54°48'04"	94.48'	21	125'	29°53'41"	52.13'
2	175'	29°45'39"	262.63'	22	750'	5°14'20"	123.51'
3	100'	227°42'26"	377.57'	23	750'	9°27'20"	123.77'
4	100'	47°47'26"	446.43'	24	750'	9°12'23"	122.50'
5	100'	227°42'26"	377.57'	25	750'	9°12'23"	122.50'
6	275'	59°45'39"	206.83'	26	750'	5°27'22"	123.78'
7	100'	54°48'04"	94.48'	27	750'	5°19'52"	128.49'
8	450'	71°45'52"	57.19'	28	125'	25°42'58"	52.13'
9	50'	89°30'40"	78.11'	29	125'	25°42'58"	52.13'
10	151.80'	74°48'04"	198.18'	30	125'	25°42'58"	52.13'
11	250'	54°48'04"	106.39'	31	125'	25°42'58"	52.13'
12	250'	17°42'38"	64.19'	32	125'	25°42'58"	52.13'
13	125'	23°53'41"	52.13'	33	125'	25°42'58"	52.13'
14	125'	23°53'41"	52.13'	34	125'	25°42'58"	52.13'
15	125'	23°53'41"	52.13'	35	125'	25°42'58"	52.13'
16	125'	23°53'41"	52.13'	36	125'	25°42'58"	52.13'
17	125'	23°53'41"	52.13'	37	125'	25°42'58"	52.13'
18	125'	23°53'41"	52.13'	38	250'	24°42'53"	106.39'
19	125'	23°53'41"	52.13'	39	151.70'	24°48'11"	198.17'
20	125'	23°53'41"	52.13'	40	50'	70°29'20"	78.97'

**SURVEYORS CERTIFICATE**

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, AND THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND SUBSTANTIATION AND THAT THE CURVE DATA REPORTED HEREON IS IN ACCORDANCE WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

SIGNATURE: *Leo Mills* DATE: May 3, 1977  
 LEO MILLS & ASSOCIATES  
 REGISTERED LAND SURVEYORS  
 FLORIDA CERTIFICATE NO. 1735  
 620 9TH AVENUE  
 PALMETTO, FLORIDA

Parcel Owners in Cimarron Sub. 8/31/2015

OWNER	SECONDARY_OWNER	OWN_ADDR	OWN_ADDR2	CITY	ST	ZIP	CNTRY	CNT_ZIP	PARCEL_ID	LOCATION_ADD	SUBDIVISION	SUBDIVISION_LOT_BLOCK
BELLOTTO, NEAL J	BELLOTTO, EMILY H	1008 CIMARRON CIR		BRADENTON	FL	34209			3035312309	1008 CIMARRON CIR	CIMARRON P818/71	26 N/A
BLACKWOOD, ROBERT E		1208 CIMARRON CIR		BRADENTON	FL	34209			3035311329	1210 CIMARRON CIR	CIMARRON P818/71	6 N/A
BLACKWOOD, ROBERT E		1208 CIMARRON CIR		BRADENTON	FL	34209			3035311329	1208 CIMARRON CIR	CIMARRON P818/71	7 N/A
BRYAN, USA	SELENE FINANCE LP	907 CIMARRON CIR		BRADENTON	FL	34209			3035311954	907 CIMARRON CIR	CIMARRON P818/71	19 N/A
CAH 2015-1 BORROWER LLC		9305 E VIA DE VENTURA STE 201		SCOTTSDALE	AZ	85258			3035311202	1112 CIMARRON CIR	CIMARRON P818/71	4 N/A
CHALTI, WILLIAM S	CHALTI, CONNIE A	1107 CIMARRON CIR		BRADENTON	FL	34209			3035311558	1107 CIMARRON CIR	CIMARRON P818/71	11 N/A
CIMARRON HOMEOWNERS ASSN INC		1007 CIMARRON CIR		BRADENTON	FL	34209			3035312358	NO ASSIGNED ADDRESS	CIMARRON P818/71	0001 N/A
CLYNE, BRADFORD J	CLYNE, ANDREA L	916 CIMARRON CIR		BRADENTON	FL	34209			3035312150	916 CIMARRON CIR	CIMARRON P818/71	23 N/A
DRUMMEY, PAUL M	DRUMMEY, JANET J	1007 CIMARRON CIR		BRADENTON	FL	34209			3035311707	1007 CIMARRON CIR	CIMARRON P818/71	14 N/A
EMMIRICH, MARTIN	EMMIRICH, BANDLE	1212 CIMARRON CIR		BRADENTON	FL	34209			3035311400	1212 CIMARRON CIR	CIMARRON P818/71	8 N/A
EVANGELISTA, TERIL	EVANGELISTA, TERIL REVOCABLE TRUST	915 CIMARRON CIR		BRADENTON	FL	34209			3035311855	915 CIMARRON CIR	CIMARRON P818/71	17 N/A
FAULKNER, PHILIP R	FAULKNER, KARYN L	912 CIMARRON CIR		BRADENTON	FL	34209			3035312101	912 CIMARRON CIR	CIMARRON P818/71	22 N/A
FSK, JOHN C	FSK, VICKI	155 SCOTTSMOOR DR		CHARLOTTE	NC	28214			3035311053	1012 CIMARRON CIR	CIMARRON P818/71	1 N/A
GOOD, JOAN F	GOOD, JOAN F REV TRUST	1108 CIMARRON CIR		BRADENTON	FL	34209			3035311152	1108 CIMARRON CIR	CIMARRON P818/71	3 N/A
GUTFREUND, MARTIN	GUTFREUND, MARY RUTH	1004 CIMARRON CIR		BRADENTON	FL	34209			3035312259	1004 CIMARRON CIR	CIMARRON P818/71	25 N/A
JENKINS, RICHARD ALAN JR	DUNATOV, KATHERINE SUSAN	1003 CIMARRON CIR		BRADENTON	FL	34209			3035311756	1003 CIMARRON CIR	CIMARRON P818/71	15 N/A
O'CONNELL, BARBARAH		920 CIMARRON CIR		BRADENTON	FL	34209			3035312200	920 CIMARRON CIR	CIMARRON P818/71	24 N/A

Parcel Owners in Cimarron Sub. 8/31/2015

ORIENTI, RICHARD J	MCGEILLO, JO ANN	908 CIMARRON CIR		BRADENTON FL	34209		3035312051	908 CIMARRON CIR	CIMARRON PB18/71	21 N/A
PATTISON, HERBERT	PATTISON, JOANNE	1111 CIMARRON CIR		BRADENTON FL	34209		3035311509	1111 CIMARRON CIR	CIMARRON PB18/71	10 N/A
REHFELDT, TERRY E	REHFELDT, DENISE A	1011 CIMARRON CIR		BRADENTON FL	34209		3035311657	1011 CIMARRON CIR	CIMARRON PB18/71	13 N/A
ROBINSON, DON A	ROBINSON, RHONDA L	1215 86TH CT NW		BRADENTON FL	34209		3035311905	911 CIMARRON CIR	CIMARRON PB18/71	18 N/A
SAGATYS, WILLIAM J	SAGATYS, MARY ELLEN	1105 CIMARRON CIR		BRADENTON FL	34209		3035311608	1105 CIMARRON CIR	CIMARRON PB18/71	12 N/A
SEAGREAVES, RICHARD A	SEAGREAVES, KELLY E	1116 CIMARRON CIR		BRADENTON FL	34209		3035311251	1116 CIMARRON CIR	CIMARRON PB18/71	5 N/A
SWANSON-DAVIS, SUSAN		904 CIMARRON CIR		BRADENTON FL	34209		3035312002	904 CIMARRON CIR	CIMARRON PB18/71	20 N/A
WEAVER, DARRYL J	WEAVER, LISA A	1115 CIMARRON CIR		BRADENTON FL	34209		3035311459	1115 CIMARRON CIR	CIMARRON PB18/71	9 N/A
WILSON, CATHY L		919 CIMARRON CIR		BRADENTON FL	34209		3035311806	919 CIMARRON CIR	CIMARRON PB18/71	16 N/A
WILSON, ROBERTA A	WILSON, DONALD	1104 CIMARRON CIR		BRADENTON FL	34209		3035311103	1104 CIMARRON CIR	CIMARRON PB18/71	2 N/A



Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-142

September 3, 2015

Stephen R. Dye, Esq.  
Dye, Deitrich, Petruff, & St. Paul, P.L.  
The Riverview Center, Ste 300  
1111 Third Ave. West  
Bradenton, FL 34205

RECEIVED

SEP 08 2015

Dye, Deitrich,  
Petruff, St. Paul, P.L.

Re: Cimarron Homeowner's Association, Inc.

Dear Mr. Dye:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Cimarron Homeowner's Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ana Richmond', is written over a horizontal line.

Ana Richmond, Chief  
Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax  
[www.floridajobs.org](http://www.floridajobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Stephen R. Dye, Esq.  
September 3, 2015  
Page 2 of 3

**FINAL ORDER NO. DEO-15-142**

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230

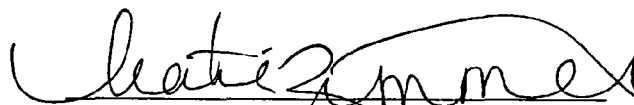
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Stephen R. Dye, Esq.  
September 3, 2015  
Page 3 of 3

**FINAL ORDER NO. DEO-15-142**

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 4th day of September 2015.



Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Stephen R. Dye, Esq.  
Dye, Deitrich, Petruff, & St. Paul, P.L.  
The Riverview Center, Ste 300  
1111 Third Ave. West  
Bradenton, FL 34205

**By interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning

**CERTIFICATE OF AMENDMENT  
TO  
RESTRICTIVE COVENANTS  
FOR CIMARRON, A SUBDIVISION**

CIMARRON HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), the entity organized to administer, manage, operate and maintain CIMARRON, a Subdivision, ("Cimarron") pursuant to the Articles of Incorporation, By-Laws and Revived Restrictive Covenants For Cimarron, A Subdivision which are recorded in Official Records Book 2589, Page 4400, of the Public Records of Manatee County, Florida, as same may be amended from time to time, (the "Covenants") hereby certify that the following Amendment to the Covenants were adopted by affirmative vote of not less than two-thirds of the voting interest ( 19 out of twenty ~~six~~ voting in favor of said amendment) at the Meeting of the Members of the Association held on January 26, 2019 where a quorum was present. The Association further certifies that such Amendment was duly proposed and adopted in accordance with the requirements of the Covenants, Articles of Incorporation, By-Laws, and Florida law.

**1. Paragraph 10 of the Covenants is hereby amended as follows:**

"10.1 No barrack-type structure, tent, mobile home, motor home, trailer, or temporary type dwelling of any kind shall be permitted to be erected, constructed, placed maintained, or occupied on any lot or parcel of the subject subdivision, nor shall any lot or parcel thereof be used to operate any business, professional or commercial enterprise therefrom.

10.2 SINGLE FAMILY USE. Each lot shall be used exclusively for Single Family residential purposes, in accordance with applicable zoning and governmental land use regulations and the Covenants. No residence shall be occupied by more than one Family, its domestic employees, and guests. The restrictions of this subsection shall not, however, be deemed to prohibit a resident from maintaining a personal or professional library, from keeping personal, business, or professional records in his or her home, or from handling personal, business, or professional telephone calls, corresponding, both written and by electronic transmission, or conducting internet or other telecommunication activities associated with such resident's business or profession. Such uses are expressly declared customarily incident to residential use. This subsection does, however, prohibit such commercial or business activity upon a lot, or from the home located thereon, which would disrupt the residential ambiance of the subdivision, or have associated with it such conduct and activity normally associated with a business or professional use. That prohibited conduct and activity includes, but is not necessarily limited to, regular or frequent traffic to and from the lot by persons making deliveries or pickups, by employees, other business associates, customers, or clients. This provision is intended to permit the conduct of such business and professional activities from a home office as are not uncommon in residential areas, and are consistent with primary Single Family residential use, which use does not have a material effect upon the number or frequency of visitors to the lot, create substantially more demand for parking, increase the traffic within the Subdivision, or result in a material change in the use of the lot.

10.3 LEASING AND OCCUPANCY PROVISIONS. The following provisions are applicable to the leasing and occupancy of Lots within Cimarron.

A. The following terms shall have the following meanings for the purposes of the Covenants.

(1) "Family" means any one of the following:

(a) One natural person.

(b) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others.

(c) Two or more natural persons who commonly reside together as a single housekeeping unit, no more than three (3) of whom who are not related by blood, marriage, or adoption to at least one (1) of the others.

- (2) "Guest" means any person (other than an owner or a member of an owner's Family, or if the Lot is subject to a Lease, the Tenant or a member of the Tenant's Family) who is physically present in, or occupies, a Lot on a temporary basis at the invitation of the Owner, Tenant, or other Occupant, without the payment of consideration.
- (3) "Lease" means the grant by an owner to a Tenant of a temporary right of use and possession of the Owner's Lot for valuable consideration.
- (4) "Occupant" means, when used in conjunction with a lot, a person who is physically present in the home on the Lot on two or more consecutive days, including staying overnight.
- (5) "Occupy" means the act of staying overnight in a home on a lot.
- (6) "Tenant" means one having a temporary right of use and possession of a home and Lot pursuant to a Lease.

B. No Lot may be leased except in compliance with this Section. Each Lease must be in writing, and shall provide, or be deemed to provide, that the Association shall have the right to terminate the Lease in the name of, and as agent for, the Owner of the Lot upon default by the Tenant, or members of the Tenant's Family, or their Guests, in observing any of the provisions of the Covenants as more fully provided in this Section.

C. An Owner intending to lease his Lot must provide to the Association, to the attention of the Board of Directors or its designee, a written notice and compliance certificate (the "Compliance Certificate") at least ten (10) days prior to the starting date of the proposed Lease. The Compliance Certificate shall contain, or have attached to it, a copy of the proposed Lease, the name, social security numbers and address of the proposed Tenant and members of the Tenant's Family proposed as Occupants, designation and identification of any pets, and such other information about the Tenant, his Family, or the Lease that the Board may reasonably require. The Compliance Certificate will state that the Board has the right to run a criminal and other background check on the Tenant and may deny any Lease based on the results thereof. In addition, the Compliance Certificate shall include a section signed and submitted by the proposed Tenant containing such information as the Board may reasonably require, and an acknowledgment by the Tenant that the Tenant has received a copy of the Covenants (or a summary of its use restrictions), and that the Tenant, for himself, all other persons who are or will be Occupants of the Lot, and their respective Guests, agrees to observe same. The Board may impose a reasonable fee to be paid by the Owner and Tenant with respect to the review of such Compliance Certificate. The Owner and Tenant shall be jointly and severally responsible for the payment of such fee, but may, between themselves, allocate responsibility for its payment. The proposed Lease shall be deemed to be in compliance with the Covenants and approved by the Association so long as the Compliance Certificate is complete, and the proposed Lease and information contained in the Compliance Certificate complies with the provisions of this Section. The Association shall not be required to provide any express approval of the proposed Lease, but, if the Compliance Certificate is incomplete, or the information or the proposed Lease does not comply with the provisions of this Section, the Association shall issue a notice to the Owner and Tenant rejecting and disapproving of the proposed Lease. In such case, the proposed Lease may not go into effect. The Board may, by

resolution, delegate its responsibility to review Compliance Certificates to a manager, committee, or designated officer of the Association.

- D. Any Lease entered into without submission of a Compliance Certificate as provided above, or for which the Association disapproves a Compliance Certificate in accordance with the above provisions, shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the Tenant by summary proceedings without securing consent to such eviction from the Owner, at the owners expense as provided in this Section.
- E. The minimum Lease term is six (6) months. There may be no more than two (2) Lease terms commence in any twelve (12) month period. No subleasing or assignment of Lease rights by the Tenant is allowed. The extension of the term of an existing Lease with the same Tenant shall not be deemed a new Lease, but a Lease with a prior Tenant for a term commencing after the expiration of the term of the prior Lease shall be deemed a new Lease. No Lot may be leased until an owner has owned the lot for a minimum of 3 years from the date of recording of the owner's deed. The Board of Directors may issue waivers to this 3 year provision in the case of hardship only.
- F. All of the provisions of the Covenants shall be applicable and enforceable against any person occupying a lot as a Tenant, Occupant, or Guest to the same extent as against the owner. A covenant on the part of each Tenant, and other Occupant, to abide by the Covenants, and designating the Association as the Owner's agent with the authority to terminate any Lease agreement and evict the Tenant in the event of breach of such covenant, shall be deemed to be included in every Lease, whether specifically expressed in such Lease or not. Thus, a violation of the Covenants by a Tenant, or any Occupant or Guest in the lot leased by the Tenant, shall constitute a material breach of his Lease and grounds for damages, attorney's, fees costs, termination and eviction. An owner and his Tenant agree that the Association may proceed directly against such Tenant, and that the Tenant and owner shall be jointly and severally responsible for all of the Association's costs and expenses (including, without limitation, attorney's fees and costs of any kind, whether at trial or appellate levels or otherwise). If such costs and fees are not immediately paid by the Tenant, the owner shall pay them.
- G. A lot, including, but not limited to, those owned by multiple owners, in trust or other legal entities, and those leased to multiple Tenants, may not be used for *de facto* timesharing, i.e., meaning that Occupancy of the lot is rotated between or among two (2) or more Families. Owners and Tenants may be required by the Board to designate a specific Family as the Occupant(s) of the lot. Occupancy by any Family other than such designated Family, even if the other Family includes an owner or a Co-Tenant, shall be deemed a Lease, subject to the provisions of this Section.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed in the name of an officer thereunto duly authorized this 13 day of February, 2019.

Signed, sealed and delivered  
in the presence of two witnesses:

Jennifer F. Roman  
Jennifer F. Roman

CIMARRON HOMEOWNERS ASSOCIATION  
INC., a Florida corporation not-for-profit

By: Paul Dwyer  
\_\_\_\_\_  
President

Print Name of Witness

*Martin J. Gutfreund*  
Martin J. Gutfreund

Print Name of Witness

**STATE OF FLORIDA  
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 13 day of February 2019,  
by Paul Dummer, as President of CIMARRON HOMEOWNERS ASSOCIATION, INC., a  
Florida corporation not-for-profit, on behalf of the corporation, who () is personally known to me or ()  
has produced FL Drivers LIC as identification.



*Jennifer F. Romano*  
Notary Public  
My Commission Expires: Aug 8 2019

**THIS INSTRUMENT PREPARED BY:**  
**STEPHEN R. DYE, ESQUIRE**  
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