

**EXHIBIT "C"**

**AMENDED AND RESTATED BYLAWS  
OF  
ESPLANADE COMMUNITY ASSOCIATION, INC.  
(N/K/A ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.)**

Section 1. Identification of Club

These are the Amended and Restated Bylaws of Esplanade Community Association, Inc., n/k/a Esplanade Golf & Country Club at Lakewood Ranch, Inc. ("Club") as duly adopted by its Board of Directors ("Board"). The Club is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The principal office and mailing address of the Club shall be for the present at 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Club shall be the calendar year.

1.3. The seal of the Club shall bear the name of the Club, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Amended and Restated Articles of Incorporation of the Club ("Articles") as well as in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Club, the manner of termination of such membership and the voting by Members shall be as set forth in the Declaration and the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Club or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice

President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting, except as provided for recall of Directors in Article X, Section G, of the Articles.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at the address of the Home owned by such Owner, or such other address as the Owner shall notify the Club of in writing and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Club to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Esplanade Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Club.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Esplanade Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. The Board shall adopt a procedure to be followed for each election, which procedure shall specify if nominations for Directors shall be submitted before the meeting so that absentee ballots may be used or if

nominations for Directors will be taken at the Meeting and in which case absentee ballots may not be used. Any procedure adopted by the Board shall require the use of secret ballots. Members may not vote for Directors by Proxy, but Proxies may be used to establish a quorum. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Club shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by Proxy. Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Club before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of twenty percent (20%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

#### Section 4. Board; Directors' Meetings

4.1. The business and administration of the Club shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Club.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he/she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice of the organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall 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 meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members on such terms as the Board may determine but at all times pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Club. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he/she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

#### Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Club shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Esplanade Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Club may employ a manager to perform any of the duties, powers or functions of the Club. Notwithstanding the foregoing, the Club may not delegate to the manager the power to conclusively determine whether the Club should make expenditures for capital additions or improvements chargeable against the Club funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Club.

## Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars (\$25) or five percent (5%) of the past due amount, whichever is greater, by the Club for such late Assessment, or such other amount determined by the Board to be charged to late payment of Assessments. Owners shall be responsible to pay all Legal Fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Club's lien has been commenced.

## Section 7. Officers of the Club

7.1. Executive officers of the Club shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Club. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary or Treasurer or Assistant Treasurer.

7.2. The President shall be the chief executive officer of the Club. He/She shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he/she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Club. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Club and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Club, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Club as may be required by the Board or the President. The Assistant Secretary, if any, shall

perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Club, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Club in accordance with good accounting practices and he/she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Club shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Club or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Esplanade.

#### Section 8. Resignations

Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

#### Section 9. Accounting Records; Fiscal Management

9.1. The Club shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Club shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Esplanade which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Club; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Club being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held prior to the end of the fiscal year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given

notice of the Individual Lot Assessment, Individual Golf Property Assessment and Benefited Assessment(s) applicable to his or her Lot(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment, Individual Golf Property Assessment and Benefited Assessments shall be deemed given upon its delivery or upon its being mailed to the Owner at the address of the Home owned by such Owner, or such other address as the Owner shall notify the Club of in writing.

9.3. In administering the finances of the Club, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Club in any calendar year may be used by the Club to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments, Individual Golf Property Assessment and Benefited Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Lot Assessment.

9.6. The depository of the Club shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Club shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Club shall be made in compliance with the financial reporting requirements set forth in Chapter 720, Florida Statutes.

#### Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Esplanade; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Esplanade Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Club at the time of such delivery or mailing and



shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Club Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Esplanade Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

#### Section 12. Roster of Owners

Each Owner shall file with the Club a copy of the deed or other document showing his or her ownership of a Home in Esplanade. The Club shall maintain such information. The Club shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Club records when consent to receive notice by electronic transmission is revoked. The Club may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

#### Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Club may be amended or repealed, and any new Bylaw of the Club may be adopted by either:

(i) a majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles,

which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee (as said term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Club shall be recorded amongst the Public Records of the County.

#### Section 14. Mediation

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

#### Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

#### Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

*The foregoing Amended and Restated Bylaws of Esplanade Golf & Country Club at Lakewood Ranch, Inc. were adopted by a Unanimous Written Consent in Lieu of Meeting of the Board of Directors as of the date of filing of the Amended and Restated Articles of Incorporation for the Club.*

**EXHIBIT "D"**

**10 YEAR FISCAL PROGRAM  
OF  
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.**

Esplanade Golf and Country Club												
Projected 10 Year Annual Budget												
1250 Units												
TOTAL REVENUE	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
Assessments	\$ 3,940,000.00	\$ 4,058,200.00	\$ 4,179,946.00	\$ 4,305,344.38	\$ 4,434,504.71	\$ 4,567,539.85	\$ 4,704,566.05	\$ 4,845,703.03	\$ 4,991,074.12	\$ 5,140,806.34		
Other Revenue	\$ 4,017,840.96	\$ 4,138,376.18	\$ 4,262,527.47	\$ 4,390,403.29	\$ 4,522,115.39	\$ 4,657,778.85	\$ 4,797,512.22	\$ 4,941,437.59	\$ 5,089,680.71	\$ 5,242,371.14		
<b>TOTAL COST OF SALES EXPENSE</b>	<b>\$ 7,957,840.96</b>	<b>\$ 8,196,576.18</b>	<b>\$ 8,442,473.47</b>	<b>\$ 8,695,747.67</b>	<b>\$ 8,956,620.10</b>	<b>\$ 9,225,318.71</b>	<b>\$ 9,502,078.27</b>	<b>\$ 9,787,140.62</b>	<b>\$ 10,080,754.83</b>	<b>\$ 10,383,177.48</b>		
Grounds Maintenance & Mitigation	\$ 2,600,282.00	\$ 2,678,290.46	\$ 2,758,639.17	\$ 2,841,398.35	\$ 2,926,640.30	\$ 3,014,439.51	\$ 3,104,872.69	\$ 3,198,018.87	\$ 3,293,959.44	\$ 3,392,778.22		
Dining - Food & Beverage	\$ 1,847,736.00	\$ 1,903,168.08	\$ 1,960,263.12	\$ 2,019,071.02	\$ 2,079,643.15	\$ 2,142,032.44	\$ 2,206,293.41	\$ 2,272,482.22	\$ 2,340,656.68	\$ 2,410,876.38		
Wellness Center - Fitness/Spa	\$ 121,321.00	\$ 124,960.63	\$ 128,709.45	\$ 132,570.73	\$ 136,547.85	\$ 140,644.29	\$ 144,863.62	\$ 149,209.53	\$ 153,685.81	\$ 158,296.39		
Activities	\$ 118,886.00	\$ 122,452.58	\$ 126,126.16	\$ 129,909.94	\$ 133,807.24	\$ 137,821.46	\$ 141,956.10	\$ 146,214.78	\$ 150,601.23	\$ 155,119.26		
Lifestyle	\$ 150,564.00	\$ 155,080.92	\$ 159,733.35	\$ 164,525.35	\$ 169,461.11	\$ 174,544.94	\$ 179,781.29	\$ 185,174.73	\$ 190,729.97	\$ 196,451.87		
HOA Operational	\$ 660,641.96	\$ 680,461.22	\$ 700,875.06	\$ 721,901.31	\$ 743,558.35	\$ 765,865.10	\$ 788,841.05	\$ 812,506.28	\$ 836,881.47	\$ 861,987.91		
Landscaping	\$ 1,290,913.00	\$ 1,329,640.39	\$ 1,369,529.60	\$ 1,410,615.49	\$ 1,452,993.95	\$ 1,496,521.97	\$ 1,541,417.63	\$ 1,587,660.16	\$ 1,635,289.97	\$ 1,684,348.67		
Gates	\$ 150,000.00	\$ 154,500.00	\$ 159,135.00	\$ 163,909.05	\$ 168,826.32	\$ 173,891.11	\$ 179,107.84	\$ 184,481.08	\$ 190,015.51	\$ 195,715.98		
Administration	\$ 1,017,497.00	\$ 1,048,021.91	\$ 1,079,462.57	\$ 1,111,846.44	\$ 1,145,201.84	\$ 1,179,557.89	\$ 1,214,944.63	\$ 1,251,392.97	\$ 1,288,934.76	\$ 1,327,602.80		
<b>NET INCOME</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>	<b>\$ (0.0)</b>		
RESERVES	\$ 247,500.00	\$ 254,925.00	\$ 262,572.75	\$ 270,449.93	\$ 278,563.43	\$ 286,920.33	\$ 295,527.94	\$ 304,393.78	\$ 313,525.60	\$ 322,931.36		
<b>Association Fees</b>												
Sub-total	\$ 1,520.00	\$ 1,565.60	\$ 1,612.57	\$ 1,660.95	\$ 1,710.77	\$ 1,762.10	\$ 1,814.96	\$ 1,869.41	\$ 1,925.49	\$ 1,983.26		
Reserve	\$ 198.00	\$ 203.94	\$ 210.06	\$ 216.36	\$ 222.85	\$ 229.54	\$ 236.42	\$ 243.52	\$ 250.82	\$ 258.35		
<b>Total</b>	<b>\$ 1,718.00</b>	<b>\$ 1,769.54</b>	<b>\$ 1,822.63</b>	<b>\$ 1,877.30</b>	<b>\$ 1,933.62</b>	<b>\$ 1,991.63</b>	<b>\$ 2,051.38</b>	<b>\$ 2,112.92</b>	<b>\$ 2,176.31</b>	<b>\$ 2,241.60</b>		
<b>Benefits Assessment</b>												
LWR Community Activities - CAC	\$ 12.00	\$ 12.36	\$ 12.73	\$ 13.11	\$ 13.51	\$ 13.91	\$ 14.33	\$ 14.76	\$ 15.20	\$ 15.66		
Plus Lawncare Home Site 45 - \$984	\$ 2,714.00	\$ 2,795.42	\$ 2,879.28	\$ 2,965.66	\$ 3,054.63	\$ 3,146.27	\$ 3,240.66	\$ 3,337.88	\$ 3,438.01	\$ 3,541.15		
Plus Lawncare Home Site 52 - \$1008	\$ 2,738.00	\$ 2,820.14	\$ 2,904.74	\$ 2,991.89	\$ 3,081.64	\$ 3,174.09	\$ 3,269.32	\$ 3,367.29	\$ 3,468.42	\$ 3,572.47		
Plus Lawncare Home Site 62 - \$1032	\$ 2,762.00	\$ 2,844.86	\$ 2,930.21	\$ 3,018.11	\$ 3,108.66	\$ 3,201.91	\$ 3,297.97	\$ 3,396.91	\$ 3,498.82	\$ 3,603.78		
Plus Lawncare Home Site 76 - \$1080	\$ 2,810.00	\$ 2,894.30	\$ 2,981.13	\$ 3,070.56	\$ 3,162.68	\$ 3,257.56	\$ 3,355.29	\$ 3,455.95	\$ 3,559.62	\$ 3,666.41		
Golf Membership Fee	\$ 2,550.00	\$ 2,626.50	\$ 2,705.30	\$ 2,786.45	\$ 2,870.05	\$ 2,956.15	\$ 3,044.83	\$ 3,136.18	\$ 3,230.26	\$ 3,327.17		

EXHIBIT "E"

**MAINTENANCE PROGRAM  
OF  
ESPLANADE GOLF & COUNTRY CLUB AT LAKEWOOD RANCH, INC.**

The following is the maintenance program that has been established and budgeted for Esplanade.

- Daily: Mowing of greens and tees, bunker maintenance, course setup and detailing, irrigation of course via irrigation program.
- Weekly: Common lawn mowing (every other week from March through November), weeding, edging and tree trimming will be done on an as needed basis. Inspection and bulb replacement on all landscape and common area lighting. Mowing of fairways and roughs, weed and insect control as needed, greens fertilization. Detailed weeding and edging of cart paths, bunkers and landscape beds.
- Monthly: Common lawn mowing (once per month from November through March) weeding, edging and tree trimming will be done on an as needed basis. street sweeping (additional street sweeping will be done and paid for by the builder during the development period). Visual inspection of streets, sidewalks, reclaimed water facilities and repair as needed. Greens verticutting/aeration, cultural practices, fertilization, insect and weed control as needed basis. Detailed course project work.
- Yearly: Mulch application to all common area flower/tree beds. Power washing of entry monuments and gazebos. Annual removal of nuisance and exotic plant species that become reestablished for the life of the project. Fertilization of all common areas and shrubbery. Change annual landscape and mulch, major course projects (replace sand in bunkers) as needed. Other projects identified in course improvement plan.

Items listed above may be performed on a different schedule, as determined by the Board of Directors.

**Budget numbers provided are based on a build-out Budget. Declarant has the right to deficit fund or subsidize the Budget or make loans to the Club in its sole discretion.**

The costs projected in the 10 year Budget plan are subject to review on an ongoing basis. Any revisions will be made by the Board of Directors.

**EXHIBIT "F"****NOTICE TO BUYERS**

To the purchasers of Lots in Esplanade, Manatee County, Florida (the "Property"), you are hereby notified that the purchase of your Lot is subject to:

1. The Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade (the "Declaration"), a copy of which is provided upon execution of your contract to purchase.
2. Ownership of a Lot in Esplanade automatically makes you a Member of the Esplanade Golf & Country Club At Lakewood Ranch, Inc. ("Club"), and you are subject to its Articles of Incorporation, Bylaws and Rules and Regulations. Each Lot entitles its Owner to one (1) vote in the affairs of the Club. Please refer to the Membership categories described in Article IV.
3. The Club owns and controls the Club Property as described in the List of Holdings (Exhibit "G" to the Declaration), and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation and Bylaws of the Club. A proposed ten (10) year Fiscal Program is included as part of the Declaration to provide adequate funds for the Club.
4. The initial assessment by Esplanade Golf & Country Club at Lakewood Ranch, Inc., including Benefit Assessments for landscape and irrigation maintenance, irrigation water and Community Activities Corporation and reserves and replacement of Golf Property, but excluding any Golf Property Expenses for the operation and maintenance of the Golf Property, is \$2,714.00 (for 45' Lots), \$2,738.00 (for 52' Lots), \$2,762.00 (for 62' Lots) and \$2,810.00 (for 76' Lots) annually, due in quarterly installments. You are notified hereby that the Club may increase that amount as may be required to maintain the amenities of Esplanade.
5. The Property appears to lie in Flood Zone "X" (Areas of Minimal Flooding), per Flood Insurance Rate Map for Manatee County, Florida (Unincorporated Areas), Community Panel Number 120153 0360 C, dated July 15, 1992 and revised on June 30, 1999. An accurate zone determination should be made by the preparer of the map, the Federal Emergency Management Agency, or the Local Governmental Agency having jurisdiction over such matters prior to any judgments being made for the Zone as noted. The reference Federal Emergency Management Agency Map states in the Notes to User that, "This map is for insurance purposes only".
6. The presently planned source of irrigation for Esplanade will be provided by Braden River Utilities, LLC. Irrigation water is not for human consumption.
7. Article XIII, Section 2, of the Declaration lists the following setbacks for all Lots, as required by Manatee County: Lot setbacks shall be as follows: front minimum setback of 25' to the garage portion of the structure, the remaining habitable portion of the

structure may be setback 20' feet; the front yard setback for structures with side-loaded garages shall be 20', side minimum setbacks of 6', rear yard minimum setback of 15', and a maximum height of 35', and the side entry alternative allows a side setback of 11'1" minimum with a building separation of no less than 12'.

8. The rear yard setback for accessory structures not exceeding 200 square feet and 15 feet in height to the highest point of the structure, designed for outdoor sitting and gathering, shall be five feet and the waterfront setback shall be 18 feet for all residential parcels located east of Pope Road. Such structures shall not be located within any drainage, utility, or lake maintenance easements. Such structure may have no more than two walls enclosed with all other sides of the structure remaining unenclosed and unscreened and may not be used for storage. The design shall be consistent with the architectural design of the associated Home, shall be approved by the Club and only one such structure shall be allowed per Lot.
9. Esplanade Golf & Country Club at Lakewood Ranch, Inc., is obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the Club Property for the life of the community consistent with Section 715.4 Manatee County Land Development Code.
10. The location of Esplanade is such that there may be neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.
11. The Manatee County Land Development Code requires street trees, which must be installed prior to a certificate of occupancy being issued. Each Lot within the Property being subject to this Declaration will contain one (1) street tree per frontage. The required tree(s) are to be planted within 25 ft. of the property line(s) abutting any dedicated road right-of-way. The trees shall be spaced no closer together than twenty-five (25) feet. The maintenance of the street trees shall be the responsibility of the Club, however, the Owner shall be responsible for proper root pruning to avoid interference of the tree's roots with sidewalks, utilities, foundations of other improvements constructed on the Lots due to the natural growth of street trees.
12. Owners of Lots which are required to have sidewalks per subdivision construction plans approved for Esplanade shall be responsible for the installation of such sidewalks. These sidewalks shall be constructed in the right of way or easement, as set forth in the Manatee County rules and regulations. Declarant, as the owner of the Lot prior to the issuance of a certificate of occupancy, will install the required sidewalks within Esplanade.
13. Each Owner within Esplanade at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water or stormwater management system approved and on file with the Southwest Florida Water Management District.

14. Please take note of the following: the development of land in Manatee County is governed by various federal, state and local laws, rules and regulations, including, but not limited to, the Manatee County Land Development Code. All alterations must comply with these regulations, which may be more restrictive than the Declaration.
15. Visibility Triangles must be maintained pursuant to Section 713 of the Manatee County Land Development Code.
16. **THE LAKEWOOD RANCH STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSEMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**
17. Pursuant to Article XIII, Section 6, of the Declaration, a right of entry upon the Club Property has been granted to the County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel and firefighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties. All such governmental personnel were further granted authority to enforce cleared emergency vehicle access in the performance of their duties to the extent the same may be reasonably necessary. Please refer to the Declaration recorded in Official Records Book 2412, Page 3793, specifically page 3854, for Article XIII, Section 6.
18. There are several commercial parcels in Lakewood Centre on the west side of Pope Road that are outside the Esplanade project area that are currently approved for the following: Parcel Q is permitted to contain 90,000 square feet of retail on 17.13 acres; Parcel P permitted to contain 48,000 square feet of retail on 10.3 acres; Parcel O permitted to contain 12,000 square feet of retail on 2.7 acres; and Parcel J is a mixed use parcel permitted to contain 944,000 square feet of office, 820,000 square feet of retail, 300 hotel rooms and 1,250 multi-family/single family homes on 148.9 acres. The current Parcel approvals are subject to change by the owner of such parcel (not Declarant) contingent on governmental approvals.
19. Agreements for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments ("POMD"), between Manatee County, Declarant and Esplanade Community Association, Inc., have been recorded in Official Records Book 2412, Page 3736; Official Records Book 2460, Page 2981; and in Official Records Book 2464, Page 7015, all of the Public Records of the County.
20. Certain collector roadways are near or along the boundary of Esplanade and include 44<sup>th</sup> Avenue, Pope Road and Center Ice Parkway (n/k/a Rangeland Boulevard) which roadways are planned to be extended.



The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any Lot sales contract between a purchaser and Declarant.