

**AMENDED AND RESTATED DECLARATION OF
NEIGHBORHOOD COVENANTS FOR WOODHAVEN ESTATES
VILLAS**

*[Substantial Rewording of the Declaration of Neighborhood
Covenants.*

*See original Declaration of Neighborhood Covenants and prior amendments for present
text.]*

**ARTICLE 1
INTRODUCTION AND
SUBMISSION**

Section 1.1 The Property. Woodhaven Estates Villas, Inc. (hereinafter "Developer") owned the fee simple title to forty-nine (49) lots described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"). The lots described in Exhibit "A" and platted in Plat Book 21, Page 8 of the Public Records of Sarasota County, Florida, were made subject to the original Declaration of Neighborhood Covenants for Woodhaven Estates Villas recorded in Instrument Number 1999068713 of the Public Records of Sarasota County, Florida ("Declaration"). For clarification, although the lots submitted to the Declaration of Neighborhood Covenants are located on that certain plat recorded in Plat Book 21, Page 8 of the Public Records of Sarasota County ("Plat"), the Developer only owned and submitted the specific lots described in Exhibit "A" attached hereto and not all of the lots indicated on the Plat are part of Woodhaven Estates Villas. A copy of the applicable pages of the Plat are attached hereto as Exhibit "B."

Section 1.2 Submission Statement. The Developer used two of the forty-nine (49) lots to construct a clubhouse and pool, which were dedicated as Association Common Areas. Accordingly, forty-seven (47) residential lots and two (2) Association Common Area lots were originally subjected by the Developer to the Declaration. The Property, all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, is submitted to the ownership obligations and use restrictions described in the original Declaration, as amended from time to time, and in accordance with Florida Statutes Chapter 720.

Section 1.3 Identity. The name by which this community is identified is Woodhaven Estates Villas. Woodhaven Estates Villas is governed by this Amended and Restated Declaration, as well as the Articles of Incorporation and Bylaws that are attached hereto as Exhibits "C" and "D" respectively.

**ARTICLE 2
DEFINITIONS**

- (a) **"Articles of Incorporation" or "Articles"** refers to the Articles of Incorporation for Woodhaven Estates Villas, attached hereto as Exhibit "C."

- (b) "**Assessment**" means a share of the funds required for the payment of Common Expenses, which are assessed against the Owners.
- (c) "**Association**" refers to Woodhaven Estates Villas Property Owners Association, Inc., its successors and assigns.
- (d) "**Bylaws**" shall mean the Bylaws for Woodhaven Estates Villas, attached hereto as Exhibit "D."
- (e) "**Common Areas**" shall refer to Lots 7 and 8 of Block 2564 identified in Plat Book 21, Page 8 of the Public Records of Sarasota County, Florida, as well as improvements and personal property thereon owned or leased by the Association for the common use and enjoyment of the members of the Association.
- (f) "**Common Expenses**" means the expenses for the operation, maintenance, repair, or replacement of the Common Areas, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Declaration, the Articles or the Bylaws.
- (g) "**Common Surplus**" means the amount of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues in excess of the amount of Common Expenses.
- (h) "**Declaration**" shall mean and refer to this instrument.
- (i) "**Governing Documents**" shall mean, collectively, the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.
- (j) "**Lot**" shall mean and refer to any residential plot of land individually owned, as shown upon the Plats attached hereto as Exhibit "B," with the exception of Common Areas.
- (k) "**Member**" shall mean and refer to the record owners of each Lot.
- (l) "**Owner**" shall mean and refer to the record title holder, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.
- (m) "**Plat**" shall mean and refer to the Plat Book 21, Page 8 et seq. of the Public Records of Sarasota County, Florida, which is attached hereto as Exhibit "B."
- (n) "**Property**" means the certain tracts of land described in the Plat.
- (o) "**Structure**" shall mean that improvement which is built or constructed on a Lot, including residential improvements used for the purpose of residences.

NOTE: Article 2 (p) was amended on February 7, 2011, to the following:

- (p) "**Guest**" shall mean a person who is physically present in or occupies a lot on a temporary basis at the invitation of the lot owner or the tenant without the payment of consideration.

NOTE: Article 2 (q) was amended on February 6, 2012, to the following:

- (q) "**Undeveloped Vacant Lot**" means any lot not having a residential improvement constructed upon it for which a certificate of occupancy has been issued by appropriate governmental agency.

ARTICLE 3
COMMON AREAS AND EASEMENTS

Section 3.1 Common Areas & Share of Common Surplus/Expenses.

- (a) The Association shall retain ownership of Common Areas and Members of the Association shall have the authority to use the Common Areas for so long as they are Members of the Association.
- (b) The Common Surplus and responsibility for Common Expenses shall be equal among all Lots, other than the Common Areas.

NOTE: Section 3.1 (c) was amended on February 6, 2012, to the following:

- (c) Except for undeveloped vacant lots, the Common Surplus and responsibility for Common Expenses shall be equal among all Lots, other than Common Areas. It is the intent that undeveloped vacant lots be exempt from the payment of assessments and the application of common surplus until a residential improvement has been constructed upon the lot and a certificate of occupancy has been issued by the appropriate governmental agency.

NOTE: Section 3.2 was amended on March 9, 2010, to the following:

Section 3.2 Changes to the Common Areas. The Common Areas are permanent in nature and neither the Association nor any Owner or occupant of any Lot shall alter, improve or change same, except with the prior approval of a majority of the members of the Association. As an exception to the foregoing, no membership approval shall be required for maintenance, preventative maintenance, repair, replacement or protection of the common areas or for compliance with valid governmental orders or regulations or for security measures.

Section 3.3 Use and Maintenance of the Common Areas. The Association shall maintain, at its expense, all portions of the Common Areas. Although every Owner shall have the nonexclusive right to use those portions of the Common Areas in accordance with the following provisions, the Association shall have the authority to charge a reasonable admission or other fees for the use of the Common Areas:

- (a) Common Area Maintenance Generally. The Association shall be responsible for the repair, maintenance and replacement of all Common Areas either depicted on the Plats or as otherwise acquired and the areas described as follows, the costs of which shall be a Common Expense:
 - (i) all utility installations or facilities serving more than one Lot or the Common Areas;
 - (ii) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipes that are located outside the boundaries of the Lots or which, regardless of location, serve more than one Lot or serve the Common Areas;
 - (iii) the clubhouse and pool and systems serving both;
 - (iv) all sprinkler system components, sod, shrubs, landscape, berms and other landscaping and irrigation located on or serving the Common Areas;

- (v) any roadways and entryways not maintained by Sarasota County;
- (vi) drainage and retention areas not maintained by Sarasota County, the Southwest Florida Water Management District ("SWFWMD") or the Department of Environmental Protection ("DEP");
- (vii) and, any wetland preservation or mitigation areas and upland buffers which are protected by conservation easements. Wetland and upland buffers may not be altered from their natural permitted condition with the exception of exotic or nuisance vegetation removal or restoration in accordance with the restoration plan included in such conservation easements. Exotic vegetation may include, but not be limited to, Brazilian Pepper, Australian Pine and Japanese Climbing Fern. Nuisance vegetation may include cattails, primrose willow and grapevines.

Section 3.4 Easements. The Association has the power to grant easements or assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities, as herein described:

- (a) Utility Easements. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities, including, but not limited to, cable, communication, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and such purposes and subject to such conditions as may be agreed to by the members of the Board.
- (b) Ingress and Egress. An easement shall exist for pedestrian traffic over, through and across the roads, sidewalks, paths, and other portions of the Lots and Common Areas as may be from time to time intended and designated for vehicular and pedestrian traffic.
- (c) Access for Maintenance. The Association (including its designees, contractors, successors and assigns) shall have the right to enter the Lots in order to access property to be maintained by the Association, including, but not limited to the right to construct, repair and maintain landscape areas and drainage areas, and for other such purposes where the Association finds it necessary to do so, provided that the Association takes all efforts necessary to prevent any activity that unreasonably interferes with the use or enjoyment by the Lot Owners.

- (d) *Party Walls.* Each wall that is built as part of the Structure and located on the dividing line between Lots shall constitute a party wall, and to the extent possible, the Owners served by the party wall shall each have easement rights over the adjacent Lot and Structure thereon for maintenance, repair and replacement.
- (e) *Wells and Septic Systems.* Each Owner and Owner's tenants, guests and invitees shall have a perpetual, non-exclusive easement for the construction, use, maintenance and repair of a well and septic system over and across such portions of the property as are necessary for such construction, use, maintenance and repair. It shall be the sole cost and expense of each Owner to provide for the construction, maintenance and repair of any well and septic system on a Lot. Nothing shall be placed within an easement area which would interfere with the construction, use, maintenance and repair of the septic system, well or pipe located within the easement. The Association may remove any structure, tree or other improvement which interferes with the construction, use, maintenance or repair of the easement and the cost thereof shall be paid by the Owner to the Association as a special assessment to that Owner and collected as allowed by Article 6 herein.

ARTICLE 4 **THE** **ASSOCIATION**

Section 4.1 Name. The name of the entity responsible for the operation and management of the Property is Woodhaven Estates Villas Property Owners Association, Inc., a corporation not-for-profit, incorporated under the laws of the State of Florida.

Section 4.2 Power and Duties. The Association shall be the entity responsible for the operation of the Common Areas. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws (respectively, Exhibits "C" and "D" attached hereto), as amended from time to time, and as provided by law.

Section 4.3 Conflicts. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations; all as amended from time to time.

Section 4.4 Membership Rights. All persons owning a vested present interest in the fee title to any of the Lots, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be Members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. An Owner of more than one Lot is entitled to one membership for each Lot owned.

Section 4.5 Voting Rights. All Owners of record shall be Members of the Association. Members shall be entitled to one (1) vote for each Lot owned. In the event of joint Ownership of a Lot, or Ownership by a legal entity, the vote to which that Lot is entitled shall be exercised in accordance with the requirements set forth in the Bylaws.

ARTICLE 5
COMMON EXPENSES

Section 5.1 Common Expenses. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Areas, and the expenses of operating the Association incurred by carrying out any of the express or implied duties of the Association. If the Board of Directors enters into a contract for a master water meter, pest control or cable television, internet, telephone or other telecommunication services in bulk for all Lots, the cost of such services shall be a Common Expense. Common Expenses may also include:

- (a) costs of operation, maintenance, repair and replacement of the Common Areas;
- (b) administrative costs of the Association, including professional fees and expenses;
- (c) costs of water and sewerage service, electricity, cable, pest control, garbage collection and trash removal service, and other utilities provided to the Owners by the Association, as determined in the sole discretion of the Board of Directors;
- (d) damages to the Property in excess of insurance coverage;
- (e) salary of a manager, if deemed desirable by the Board of Directors, and any assistants and agents;
- (f) premium costs of general liability, and other insurance deemed necessary by the Board of Directors;
- (g) initial cost of installation of additions, alterations or improvements, or additional Properties, leaseholds or other possessory or use rights in Property or facilities, purchased as part of the Common Areas for the benefits of all Members;
- (h) a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements;
- (i) operating expenses of the Association including reimbursement of actual expenses properly incurred by its Officers and Directors;
- (j) funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed; and,
- (k) all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Property and in carrying out its duties and responsibilities as provided by law, this Declaration, the Articles of Incorporation or the Bylaws.

NOTE: Section 5.1(l) was amended on February 6, 2012, to the following:

- (l) costs of scheduling and holding social events for the social welfare and wellbeing of the Owners of Lots within Woodhaven Estates Villas. Permitted social events shall be held within the subdivision.

Section 5.2 Taxation. Each Owner shall be solely responsible for all taxes and special governmental assessments that are separately assessed against their respective Lot(s).

Section 5.3 Contracts and Bids. All contracts that will not be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its duties as described in this Article 5, as well as all contracts for services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten (10%) percent of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section.

ARTICLE 6 **ASSESSMENTS AND LIENS**

Section 6.1 Assessments and Liens. Except for undeveloped lots as provided in Article 3, Section 3.1(c), the Association has the power to levy and collect assessments against each Lot and its Owner in order to provide the necessary funds for proper operation and management of the Property and for the operation of the Association, including regular assessments for each Lot's share of the Common Expenses as set forth in the annual budget, and special assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Lot for any amounts other than Common Expenses, which are properly chargeable against such Lot under this Declaration.

Section 6.2 Liability for Assessments. The Owner of each Lot, regardless of how title was acquired, including a purchaser at a judicial sale, is liable for all assessments or installments due for that respective Lot. Multiple Owners are jointly and severally liable. Whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all monies owed by the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

Section 6.3 Special Assessments. The Association may, from time to time, levy a special assessment for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to

it, or for the purpose of funding any shortfall in the budget. A special assessment must be approved by two-thirds (2/3) of the Board of Directors at a duly- noticed Board meeting. Notice of such a meeting shall be provided to the Owners as set forth in the Bylaws and the notice must include a statement that a special assessment will be considered at the meeting, but the approval of the Owners is not required. An individual Owner's share of any special assessment shall be determined and collected in the same manner as the share of the annual maintenance assessment.

Section 6.4 No Waiver or Excuse From Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Areas, by abandonment of the Lot for which the assessments are made, or by interruption in the availability of the Lot or the Common Areas for any reason whatsoever.

Section 6.5 Application of Payments; Failure To Pay; Interest. Assessments and installments not paid on the date due shall bear interest until paid at the highest rate allowed by law, or such lower rate as the Association may determine from time to time. Assessments and installments thereon shall become due, and the Owner shall become liable for the assessments or installments, on the date established by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees, attorneys' fees and costs, and finally to unpaid assessments as required by law. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction in or accompanying the payment. No payment by check is deemed received until the check has cleared.

Section 6.6 Acceleration. If any special assessment or installment of regular assessments as to a Lot becomes more than fifteen (15) days past due, and notice has been provided to the Owner that the assessment is delinquent, the Association shall have the right to accelerate the due date of the entire unpaid balance of either or both of the Lot's annual assessment and all special assessments for that fiscal year as if the balance had originally been due on the date of the notice that the assessment was delinquent. The Association's Claim of Lien for accelerated assessments shall secure payment of the entire accelerated obligation, together with interest on the entire balance, any costs incurred by the Association, attorneys' fees and costs incurred incident to any step of the collection process, whether or not a Claim of Lien has been recorded or commences a foreclosure action against the Owner. The Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate is exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice. The notice may be given as part of the notice of intent to foreclose or may be sent separately.

Section 6.7 Liens. If the assessment is not paid within thirty (30) days after the due date, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. This lien shall attach only upon recording of a Claim of Lien in the Public Records of Sarasota County, Florida. The Claim of Lien secures all unpaid assessments coming due prior

to a final judgment of foreclosure, as well as interest, late fees, any costs incurred by the Association, and attorneys' fees and costs incurred during all portions of the collection process of the assessments, regardless of whether the Association actually records a Claim of Lien or commences a foreclosure action against the Owner. Upon full payment, the Owner is entitled to a satisfaction of the Claim of Lien.

NOTE: Section 6.8 was amended on February 7, 2011, to the following:

Section 6.8 Priority of Lien. The lien for any assessment shall be subordinate to all first institutional mortgages that are placed upon any Lot prior to the recording of a Claim of Lien by the Association. However, this subordination shall apply to only assessments that were due and payable prior to a foreclosure sale or transfer of the property pursuant to a final judgment of foreclosure or transfer of the property pursuant to a final judgment of foreclosure of any other proceeding or transfer in lieu of foreclosure. Unless the law provides for a greater amount, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgagee which acquires title to a lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that come due before the mortgagee's acquisition of title, shall be the lesser of: 1) the parcel's unpaid regular periodic and special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or 2) one percent of the original mortgage debt. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. The Association's lien is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage was recorded. Any lease of a Lot is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

Section 6.9 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

Section 6.10 Association Defense of a Legal Action. If the Association is a named defendant in any action actually or purporting to affect a Lot, including the defense of a mortgage foreclosure, the Association shall have the right to collect from the Lot Owner all attorneys' fees and costs incurred by the Association to defend the lawsuit in the manner described in this Article 6.

ARTICLE 7 **LOT USE RESTRICTIONS**

Section 7.1 Occupants Bound. All provisions and any of the use and maintenance restrictions of the Declaration, Bylaws, or Rules and Regulations adopted by the Board of Directors, which govern the conduct of the Owners shall also apply to all occupants, tenants and visitors. Every Owner shall cause all occupants of his/her Lot to comply with the Declaration, Bylaws, and Rules and Regulations, and shall be responsible for all violations, notwithstanding the fact that such occupants of a Lot are also fully liable for such violations.

Section 7.2 Occupancy. No Structure may be occupied by more than one (1) family unit.

Section 7.3 Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

Section 7.4 Garage Sales. No garage sales may be conducted in Woodhaven Estates Villas, except with prior approval of the Board of Directors. The Board of Directors shall have the power to coordinate neighborhood garage sales.

Section 7.5 Animals and Pets. No animals, reptiles, livestock, wildlife, or poultry of any kind shall be raised, bred, or kept on any portion of the Property and no pets shall be kept, bred or maintained for any commercial purpose. However, Owners may maintain common household pets within the Structure, but no pet may be housed outside, regardless of whether or not housed within the confines of the Lot. Pets that, in the sole discretion of the Association, endanger the health and safety of the Owners and their guests and invitees, make objectionable noise, or constitute a danger, nuisance, or inconvenience to the Owners of other Lots or the Owner of any portion of the Property shall be removed upon the request of the Board of Directors. The Association has the authority to adopt additional Rules and Regulations regarding pets, including, but not limited to, the right to limit the number of pets that may be maintained, the right to prohibit non-Owners from maintaining pets and the right to prohibit pets on all portions of the Common Areas. Vicious or threatening behavior or free-running dogs shall be considered a nuisance and an Owner, by the purchase of a Lot, agrees to hold the Association harmless against any loss or liability of any kind arising from having any animal on any portion of the Property.

Section 7.6 Antennas and Satellite Dishes. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property. The Association shall also have the authority to promulgate Rules and Regulations governing the antennas and satellite dishes that Owners may wish to install or erect, including rules that may restrict the location, placement and types of antennas and satellites. Such Rules and Regulations must be promulgated in accordance with all applicable FCC regulations. No HAM or amateur radio antennas are allowed on the Property.

Section 7.7 Signs. No signs of any kind may be displayed in public view on any Lot, except those that are previously approved by the Association prior to being erected.

Section 7.8 Subdivision Prohibited. No Lot or group of Lots shall be subdivided.

Section 7.9 Exterior Decorations, Flags and Similar Items. Exterior decorations to Lots, including without limitation, sculptures, fountains, flags and similar items must be approved by the Board of Directors or ARC, as described in Article 10. Notwithstanding, the Association may not preclude the display of one portable, removable United States flag, or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any Declaration rules or requirements dealing with flags or decorations. Such flags must be displayed in a respectful manner. However, Owners must obtain prior approval from the Board of Directors or ARC before installing or erecting a flagpole.

Section 7.10 Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste shall not be kept except in sanitary containers, which shall be kept in a clean and sanitary condition and screened from view from the road and neighboring Lots.

Section 7.11 Lawns and Landscaping. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot. Owners are responsible to maintain the sprinkler systems serving their respective Lots and to use such systems to maintain the lawns and landscaping in a neat and attractive manner. Additionally, all lawns, landscaping, trees, hedges, shrubs, vines and plantings shall be trimmed and maintained in good, safe, clean, neat and attractive condition. All edges of curbs must be edged to prevent grass from growing into the curbs and sidewalks. No stone yards or other artificial material can replace natural sod. If an Owner fails to maintain the lawn and landscaping within fifteen (15) days after the Association gives written notice of same, the Association may enter upon the Lot and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Owner. Such entry by the Association shall not be a trespass and by acceptance of a deed for a Lot, such party has expressly given the Association the continuing permission to do so which permission may not be revoked. If any Owner fails to make payment for the cost of the correction within fifteen (15) days after request to do so by the Association, assessment for the payment requested shall be levied and enforced in accordance with the provisions of Article 6 hereof.

Section 7.12 Mailboxes. No mailbox of any kind may be erected or installed without adhering to any specifications adopted by the Board of Directors or ARC, which specifications may regulate the design, size, type of material and location of the mailbox. Lot Owners shall be responsible to repair and replace damaged mailboxes in accordance with the specifications adopted. In the event that an Owner fails to maintain and/or replace a mailbox, as needed, the Association shall have the right, but not the obligations to take such action on behalf of the Owner and charge the cost thereof to such Owner, which cost shall become an additional assessment against the Owner and the Lot payable within thirty (30) day of written demand by the Association. If not paid when due, the Association may file a lien against the Lot and such assessments shall be collected in accordance with Article 6 of this Declaration. Additionally, to maintain uniformity, the Association shall have the right to re-paint the mailboxes as it determines is in the best interest of the Association.

Section 7.13 Fences, Walls, & Hedges. No fence may be erected or installed within the community, except for invisible fencing to contain pets. A hedge or stucco wall may be erected, installed or constructed upon receiving the prior consent of the Board of Directors or ARC, which shall have the authority to regulate location, type, materials used, size and color. Hedges and walls must comply with the height, location and aesthetic restrictions adopted by the Association.

Section 7.14 Restrictions on Structure Exteriors. The prior written approval of the Association shall be required before altering the exterior of any Structure or Lot, which approval must comply with the following parameters:

- (a) Paint. The prior written approval of the Association shall be required before painting any Structure and should be selected to harmonize with the natural environment of the subdivision.
- (b) Overhead Garage Doors. All overhead garage doors shall be decorate in design and should complement the exterior of each Structure.
- (c) Roof Materials. The prior written approval of the Association shall be required before re-roofing any Structure, and the Board of Directors or ARC must approve the placement, type, color and style of roofing materials.
- (d) HVAC Systems. No air-conditioning units may be placed further forward than the front of the Structure and must be screened with Association approved fencing or landscaped so that the unit is not visible from the street. No window unit air conditioners may be installed.
- (e) Hurricane Shutters and Storm Protection. The Board shall have the authority to adopt standards for hurricane shutters and storm protection, including but not limited to architectural guidelines.
- (f) Swimming Pools. The prior written approval of the Association shall be required before installing a swimming pool and pool screens on any Lot. Pool equipment must be completely screened from view from the street and adjacent Lots by Association approved fencing or landscaping.
- (g) Games and Play Apparatus. The prior written approval of the Association shall be required before installing any permanent game and/or play apparatus, including basketball hoops, skateboard ramps and pipes. All temporary games and play apparatus may not remain outside of an enclosed garage when not in use for periods longer than approved by the Board of Directors or ARC.
- (h) Tanks, Pumps and Garbage Cans. No tanks or pumps may be placed above ground on any Lot unless enclosed and screened from view by structures and/or landscaping approved by the Board of Directors or ARC, except for tanks attached to self-

contained barbecue grills. Garbage cans may only be maintained outside an enclosed garage if they are enclosed by Association approved fencing or landscaping.

- (i) Underground Utility Lines. All electrical, telephone and other utility lines must be installed underground. Within easements for installation and maintenance of utilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities.

Section 7.15 Retention Ponds & Preserve Areas. Lot Owners may not remove native vegetation (including cattails) that become established in the drainage areas and/or ponds abutting their respective Lots. Removal includes dredging, the application of herbicide and cutting. Owners have no rights for access, recreation, fishing, boating, dumping or disturbing ponds or areas. Lot Owners shall address any questions regarding authorized activities to applicable authorities.

Section 7.16 Temporary Structures. No trailer, shed, tent, shack detached garage, barn, tool-house, vehicle tent or other improvement may be temporarily or permanently placed or constructed on any Lot.

Section 7.17 Clotheslines. All clotheslines and drying areas shall be located in the rear yard of the Lot and between the two side lines of the building thereon, and shall be screened from the neighboring Lots by landscaping or by a decorative wall.

Section 7.18 Parking.

- (a) Generally Accepted Vehicles. Except as set forth below, only conventional passenger automobiles may be parked in any designated parking area, including driveways, and only if the automobile has a current license tag affixed to it and is road operable. A "conventional passenger automobile" shall be limited to those vehicles that are primarily used as passenger motor vehicles. Vans, trucks not larger than $\frac{3}{4}$ ton, sport utility vehicles, motorcycles, mopeds and other similar vehicles may be allowed, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and have not been modified by increasing their height, utilizing off-road tires, installing roll bars and other similar changes and/or additions.
- (b) Generally Prohibited Vehicles. All other motor vehicles, including but not limited to commercial vehicles (defined as any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto), pickup trucks and other types of trucks that are used for commercial purposes (including any motor vehicles designed or used for the carriage of goods, including motor vehicles that carry a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger), trucks over $\frac{3}{4}$ ton, all terrain vehicles (ATV's), golf carts, boats, campers, recreational vehicles, trailers, motor-homes and mobile homes are prohibited from parking in any area within the community unless they are maintained in a fully enclosed garage.

- (c) Exceptions. Notwithstanding the foregoing limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time that they are actually servicing a home, but in no event overnight; and, (2) boats, trailers, trucks used for commercial purposes, commercial vehicles, recreational vehicles and other prohibited vehicles may be temporarily parked when they are actively being loaded or unloaded, not to exceed a period of forty- eight (48) hours.
- (d) Vehicle Repair. Oil changes and vehicle repair are prohibited within the community except in enclosed garages.
- (e) Parking. Vehicles may not be parked overnight on the street within the community. Vehicles may not be parked on the grass, greenbelts or medians within the community at any time. After being notified in writing of a violation, offending vehicles may be towed at the vehicle owner's expense. Any vehicle which is parked in violation of this Section may be towed by the Board of Directors.
- (f) Interpretation and Additional Rules and Regulations. Recognizing that the design and use of Vehicles evolves over time, and that on occasion it may be difficult to determine whether a specific Vehicle falls into one classification or another, it is the intent of this Section that Vehicles of a customary size, the purpose and use of which is predominately for personal transportation, shall be deemed Passenger Vehicles. Notwithstanding, the Board shall have the authority from time to time to adopt and amend standards of interpretation of this Section, as part of the Rules and Regulations, providing in more detail for the delineation of different Vehicles and Vehicle types, including further determination of which classification of the Vehicle is applicable to a specific Vehicle. In making such determinations, the Board may take into consideration the general condition and appearance of the Vehicle in question. Where any specific Vehicle is not clearly and unambiguously addressed by this Section, or by the Rules and Regulations, the Board may determine the restrictions applicable thereto. All such determinations and standards adopted by the Board shall be conclusive for all purposes, and binding on all Owners, tenants, occupants and guests.

Section 7.19 Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear, in the sole discretion of the Association, to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Lots. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. Owners shall not maintain any plants, animals, devices or things of any sort whose

activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of leaves, trash, garbage or household refuse shall be permitted within the Property.

Section 7.20 Compliance with Laws and Ordinances. All uses of the Lots and units within the community must comply with the laws, ordinances and regulations of all applicable laws. Nothing shall be permitted or undertaken that may cause damage to, or increase the insurance rates on, any part of the Property.

Section 7.21 Additional Standards and Rules. The Association, through the Board of Directors, shall have the right to promulgate and impose further standards and rules of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Lots, the Common Areas, and any improvements located thereon.

NOTE: Sections 7.22 and 7.23 were amended on February 6, 2012, as follows:

Section 7.22 Undeveloped Vacant Lots. Notwithstanding the lawn and lot maintenance requirements stated in Sections 7.11 and 11.1(b) of this Declaration, the maintenance standards for undeveloped vacant lots subject to this Declaration shall be the minimum lot maintenance standards adopted by Sarasota County from time to time.

Section 7.23 New Home Construction. An owner shall complete new home construction within twelve (12) months of receiving ARC approval. In its sole discretion, the ARC may grant reasonable extensions to this requirement.

ARTICLE 8 LEASING RESIDENCES

Section 8.1 Definition. "Leasing," for purposes of this Declaration, is defined as the exclusive occupancy of a Lot by any persons other than the Owner, whether or not the Owner receives any benefit, fee, gratuity or service.

NOTE: Sections 8.2 and 8.3 were amended on February 7, 2011 as follows:

Section 8.2 Approval Required for Leases. Owners shall obtain the Board's written approval prior to leasing a residence. Any Owner seeking lease approval shall provide the Association with written notice of the intent to lease the residence on a lease application form adopted by the Board, along with three (3) executed copies of the proposed lease agreement. The Board of Directors shall adopt a standard lease agreement that shall be used by Owners prior to the lease a residence in the subdivision. The standard lease agreement shall permit the Owner to incorporate any other lease provisions that are more restrictive or otherwise not inconsistent with the adopted standard lease agreement or any provision of the Declaration, Bylaws, Articles of Incorporation or the Rules and Regulations of the Association.

Section 8.3 Application for Approval. Within fifteen (15) days from the receipt of the Owner's notice of intent to lease his/her residence and the three (3) executed copies of the standard lease agreement, as well as any other additional information or materials which

may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the lease. If the lease of the residence is approved, the Association shall provide one (1) copy of the approved lease agreement to the Owner and one (1) copy to the Tenant. The third copy of the approved lease agreement shall be kept in the official records of the Association. Failure of the Board of Directors to respond within fifteen (15) days from receipt of all information necessary and required by the Board of Directors, shall be deemed as an approval of the lease. The Association may deny permission to lease upon any reasonable grounds, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in the maintenance assessments; (3) occupancy by the proposed tenant would violate any provision of the Declaration, Bylaws, Articles of Incorporation or Rules and Regulations of the Association; (4) the Owner or proposed tenant makes any misrepresentation on any of the lease approval forms; or proposed tenant is or has been a convicted felon.

Section 8.4 Tenancy Before Approval. The Board of Directors may prohibit tenants from occupying a residence prior to obtaining the Board of Directors' approval, unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant occupies the residence prior to receipt of approval from the Board of Directors and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

Note: Section 8.5 was amended on February 7, 2011, as follows:

Section 8.5 Term. No residence may be leased for a period of less than two (2) months or more than four (4) times in any twelve-month period. No individual rooms shall be rented and no transient occupants shall be accommodated in any residence.

Section 8.6 Tenant Interviews. In order to determine that proposed tenants are familiar with the Association's governing documents, the Board of Directors at its option, shall have the right to require a personal interview with a proposed tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

Section 8.7 Screening Fee. The Association shall have the authority to charge a non-refundable screening fee in connection with the approval required for the leasing of a residence. Said fee may be increased or decreased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

NOTE: Section 8.8 was amended on February 7, 2011 as follows:

Section 8.8 Tenants Subject to Use Restrictions. Every tenancy and lease shall contain or be deemed to contain a provision that the tenant is subject to this Declaration, the Articles or Incorporation, Bylaws and Rules and Regulations of the Association. Further, every tenancy or lease shall contain or be deemed to contain provisions: 1) requiring a Tenant's guests to be accompanied by the Tenant during their use of the pool or clubhouse areas and 2) limiting the number of Tenant guests that may use of the pool and clubhouse areas at any one time to a maximum of two (2) per lot. The lease or rental of any residence shall not release or discharge an Owner thereof from compliance with any of his obligations and duties.

Section 8.9 Subleasing. Subleasing is prohibited.

Section 8.10 Violations. In the event of any violation by the tenant of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, the Association shall have the right to evict a purported tenant in the name of the Owner as the proposed landlord. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. The Owner shall be liable for all costs and reasonable attorneys' fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the tenant, and the Association may levy a special assessment against the Owner as described in Article 6 to collect such fees and costs. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Owner of his obligation to terminate the lease and evict the tenant for any violations of law or the Association's governing documents.

Section 8.11 Collection of Rent for Assessments. The Association may further require that if the Owner is delinquent in the payment of any regular or special assessments due to the Association, the Association shall have the authority to directly collect the rental payments from the Owner's tenant. Such rental payments shall be collected and applied in accordance with the procedures established by the Board of Directors.

ARTICLE 9 **TRANSFER OF UNITS**

In recognition of the proximity of the Lots, the Board of Directors may require the approval of all sales and transfers before such sale or transfer shall be valid and effective. If approval is required by the Board, an Owner may be required to provide the Association with such information as the Board deems necessary and may require the use of application forms. The Board may require that requests for transfer approval be accompanied by a transfer fee. Owners, and not the Association, shall be responsible to insure that potential purchasers are familiar with the use restrictions and to provide potential purchasers with copies of the Declaration, Articles of Incorporation, Bylaws and applicable Rules and Regulations.

Section 9.1 Application for Approval. If approval is required, within fifteen (15) days from the receipt of the Owner's notice of intent to sell or transfer his/her Lot, and any additional information that may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the sale or transfer. When considering such application, consideration shall be given to (a) the good moral character, social compatibility and financial responsibility of the proposed purchaser or transferee; (b) whether the proposed transaction will involve a use which will be expected to disproportionately increase pedestrian and vehicular traffic; (c) whether the transaction will materially increase the Neighborhood Common Expenses; (d) whether the transaction will result in any business activity which may diminish the quality of the community or adversely affect the property values of other Owners; (e) the Lot and Structure are in compliance with the use and maintenance restrictions; and/or, (f) whether the transaction will involve a use of the Property which may create a dangerous condition or result in environmental damages or contravenes with the Governing Documents and Rules and Regulations. A waiver of this provision

or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance.

Section 9.2 Board's Failure to Review Transfer. In the event the Board fails to review the proposed sale or transfer within fifteen (15) days of the receipt of said application, the sale or transfer shall be deemed approved.

Section 9.3 Disapproval of Proposed Transfer. In the event a sale or transfer is disapproved for any reason other than those listed in Section 9.1 above, the Association or any other Owner shall have a right of first refusal to purchase said Lot for the identical price, terms and conditions. The Association shall be responsible for promptly notifying its Members of such date, price and terms of the proposed sale or transfer.

Section 9.4 First Right of Refusal. The Association itself and the Members of the Association shall have the first right over non-Members to purchase the Lot on the terms and conditions contained in the notice sent by the Association, provided they so notify the Association, in writing, at least ten (10) days before the date of the intended transaction, which notices shall be forwarded to the selling Owner. In the event the selling Owner receives acceptance from more than one Member, the selling Owner shall have the discretion to accept whichever Member he/she chooses. If no written notice accepting the price and terms is received from any other Member as aforesaid, the selling Owner may complete the transaction on the date and at the price and terms given in the notice.

Section 9.5 Dispute of Sale Price. In the event the Association, after reviewing credible evidence, concludes that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the Lot determined by the average of the values assigned by the written appraisals of three (3) recognized real estate appraisers, one of whom shall be selected by the Association, one by the selling Owner and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one party, priority shall be given first to the Association and then to the Owner who delivers their acceptance before any other Owner.

Section 9.6 Failure to Exercise First Right of Refusal. If no one exercises their right of first refusal by delivering or mailing their acceptance at least ten (10) days prior to the originally proposed sale or transfer date, the sale or transfer may be closed pursuant to the price and terms stated in the notice.

Section 9.7 Failure to comply with this Article 9. Failure of a transferor to comply with this Article 9 shall give the Association or any other Owner a right to redeem the unit involved from the transferee at any time for a period of ninety (90) days after the recording of such conveyance in the public records of Sarasota County. If the right of redemption is exercised, the transferee must be reimbursed for the prorated purchase price paid to that date. Immediately upon the tender of such sums, the transferee shall convey his or her right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any Owner to enforce the provisions of this paragraph against an Owner or

transferee who fails to comply therewith, the prevailing party shall be entitled to their costs and reasonable attorneys' fees as determined by the Court, including fees incurred for appellate proceedings.

Section 9.8 Exceptions. The foregoing provisions shall not be applicable to transfers to family members of Owners, purchasers at foreclosure sales of mortgages held by Institutional First Mortgagees or to conveyances from such Institutional First Mortgagees.

Section 9.9 Definition of a "Transfer." For purposes of this Article 9, a transfer shall be deemed as including a transfer of a majority of beneficial interest in the event the Lot is owned by a trust. In the event of a proposed gift, the foregoing shall apply, except that in the event of disapproval by the Board, there shall be no right of first refusal vested in the Board, nor shall the transfer be permitted.

ARTICLE 10

ARCHITECTURAL STANDARD AND REVIEW

Section 10.1 Architectural Review. The prior written approval of the Association shall be required before commencing any construction, alteration or improvement to a Structure or Lot. Such standards and criteria include, but are not limited to, size and height of the Structures, setbacks, elevations, exterior materials, color, roofs, windows, doors, patios, enclosures, garages, driveways, walkways, landscaping, irrigation, fences, walls, screening, pools, play equipment, mailboxes and decorative objects.

Section 10.2 Architectural Review Committee. The Board of Directors may establish an Architectural Review Committee consisting of at least three (3), but not more than seven (7) persons, all of whom shall be appointed by the Board of Directors, to adopt and administer standards and criteria for all Structures, landscaping and alteration of any Lot within the Property. Members of the ARC may include architects or similar professionals who are not Members of the Association. The ARC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or Structures. The ARC shall have the authority to promulgate detailed standards and procedures governing its areas of responsibility and practice, which standards and procedures must be approved by the Board of Directors before being enforced. All plans and specifications shall be evaluated as to their conformity with the architectural planning criteria of the Association as set forth herein; however, refusal of approval of plans and specifications by the Association shall be within the sole discretion of the Association.

Section 10.3 Submission of Plans and Specifications. Plans and specifications showing the nature, kind, shape, color, size, materials, location and any other information deemed necessary regarding a proposed modification, addition or alteration shall be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The ARC may also

require a site plan showing existing improvements, development or landscaping, engineer drawings, samples of materials to be used or other such supplementary information as may be deemed necessary. However, nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of a Structure or to paint the interior of the Structure any color desired; provided, the modifications and alterations to the interior of screened porches, patios and similar portions of a Structure visible from outside the Lot shall be subject to approval hereunder.

Section 10.4 Timing for Approval/Disapproval. The ARC must either approve or disapprove the plans submitted for construction approval within thirty (30) days from receipt of all plans submitted. In the event that the ARC fails to approve or disapprove such plans or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved.

Section 10.5 Review Fees. The Board of Directors may establish reasonable fees to be charged by the ARC on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder.

Section 10.6 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or other matter whatever subsequently or additionally submitted for approval or consent.

Section 10.7 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, or (b) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 10.8 No Liability. No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, the Association, or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetic and the harmony and compatibility of proposed improvements in the community. No review or approval will be for any other person or purpose, and no person other than the

ARC shall have any right to rely thereon, and any review or approval by the ARC will create no liability whatsoever of the ARC, the Association or to any other person or party whatsoever.

Section 10.9 Compliance. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specifications by a licensed contractor, when required. An Owner shall be responsible for any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC. The Association shall be entitled to enforce the decisions of the ARC by any legal means necessary, including the enforcement rights set forth in this Declaration. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article 10.

Section 10.10 Appeals. Unless the Board of Directors is acting as the ARC, any Owner aggrieved by the decision of the ARC may appeal same to the Board of Directors, which shall hold a hearing within thirty (30) days and either approve, disapprove or modify the decision of the ARC.

Section 10.11 Applicability of Article 10. This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Association.

ARTICLE 11 **MAINTENANCE**

Section 11.1 By the Owner. Each Owner shall be responsible for the maintenance, repair and replacement of all improvements on the Lot. Maintenance, repair and replacement shall be undertaken in accordance with the following parameters:

- (a) *Structures.* The exterior of all Structures shall be maintained by the Owner in good condition and repair and in a neat and attractive manner. All painted areas shall be regularly and neatly painted. All roofs shall be kept clean and free of mildew, chalking or staining. No rust deposits, peeling of paint or discoloration shall be permitted.
- (b) *Lawns and Landscaping.* All Lots shall be kept neatly manicured on a regular basis. All debris, clippings, etc. shall be promptly removed. Irrigation and sprinkler systems shall be operated and maintained so as not to cause overspray or browned out areas.
- (c) *Approved Owner Improvements on the Lots.* Any improvement, structure or alteration within a Lot that has been approved in accordance with Article 10 of this Declaration shall be maintained, repaired and replaced by the Owner and subsequent Owner of the Lot to which the improvement, structure or alteration belongs.

- (d) *HVAC Systems and Utilities.* Owners shall be responsible for the maintenance, repair and replacement of all utility installations or facilities serving only his/her respective Lot and all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipes that are located inside the boundaries of the Lots or which, regardless of location, serve only his/her respective Lot.
- (e) *Party Walls.* Each wall that is built as part of the Structure and located on the dividing line between Lots shall constitute a party wall, and to the extent possible, the Owners served by the party wall shall jointly be responsible for the maintenance and repair of the party wall and the costs thereof. If a party wall is destroyed or damaged, any Owner served by the party wall may restore it and may seek contribution for reimbursement from the other Owners served by the wall. If a party wall is damaged due to the negligence or willful act of an Owner, an Owner's guest or invitee, that Owner shall be fully responsible for all costs incurred to restore the party wall. The Association shall in no way be responsible for any maintenance or repairs to the party walls.
- (f) *Landscape Buffer Easements.* Owners shall be responsible to maintain all landscape buffer easements and all required landscape, drainage and utility areas located on the Owner's respective Lot.

Section 11.2 Failure to Maintain. If an Owner fails to maintain the Lot and/or exterior of the Structure within thirty (30) days after the Association gives written notice of same, the Association may enter upon the Lot and make such improvements or corrections as may be necessary, the costs of which shall be paid for by the Owner. Such entry by the Association shall not be a trespass and by acceptance of a deed for a Lot, such party has expressly given the Association the continuing permission to do so which permission may not be revoked. If any Owner fails to make payment for the cost of the correction within thirty (30) days after request to do so by the Association, assessment for the payment requested shall be levied and enforced in accordance with the provisions of Article 6 hereof.

Section 11.3 Emergency Repairs. The Association shall have the irrevocable right to access each Lot and unit to perform emergency repairs and procedures therein as may be necessary to prevent damage to the Common Areas or to Lots or Structures. If the Board determines that the repairs were necessitated by the carelessness, negligence or intentional act of an Owner, guest, tenant or invitee, the Association shall assess the cost against such Owner in accordance with the provisions of Section 6. Neither the Association or any Lot Owner shall be responsible for any damage to property or person of any other Lot caused by water intrusion into a Structure through the party walls or from another Lot resulting from rain leakage, pipe leakage, overflow or bursting or other similar source, unless the Association or Lot Owner is guilty of gross negligence or willful and wanton misconduct.

Section 11.4 By the Association. The Association shall be responsible to maintain, repair and replace all improvements, structures and areas not contained within the Lots, and all areas specifically detailed in Article 3 of the Declaration.

ARTICLE 12

COVENANT ENFORCEMENT

Section 12.1 Enforcement. These covenants and restrictions may be enforced by the Association or by any other Owner by filing an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorneys' fees, both at the trial and the appellate levels.

Section 12.2 Violations. Failure of an Owner or any family member, guest, invitee or tenant of an Owner to comply with such restrictions, covenants or Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. The Association may also suspend the voting rights of a Member for nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

Section 12.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or family member, guest, invitee or tenant of Owner to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

- (a) *Notice.* The Association shall notify the Owner of the alleged infraction(s). Included in the notice shall be the date and time of a meeting of the fining committee (hereinafter referred to as the "Fining Committee") as set forth herein, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.
- (b) *Hearing.* The alleged non-compliance shall be presented to a Fining Committee, which shall hear reasons why a fine(s) should or should not be imposed. No fine may be imposed unless the Fining Committee recommends that a fine be levied. If the Fining Committee recommends the imposition of a fine, the Board may establish the amount of the fine at a duly noticed meeting and written notice of the amount of the fine should be sent to the Owner with a deadline for payment.

- (c) Amounts. The Board of Directors (if its findings are made against the Owner) may impose special assessments against the Lot Owner(s) as follows:
- (1) *First non-compliance or violation:* A fine not in excess of One Hundred Dollars (\$100.00).
 - (2) *Subsequent non-compliance, or a violation that is of a continuing nature after notice thereof* A fine each day of a continuing violation, not to exceed One Thousand Dollars (\$1,000.00) in the aggregate. A single notice and opportunity for hearing is sufficient to comply with notice requirements, even though an Owner may have subsequent violations of the same nature or such violations may be of a continuing nature.
- (d) Payment of Fines. Fines shall be paid not later than ten (10) days after notice of the imposition of the fine in question.
- (e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.
- (f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.
- (h) The Fining Committee. A fine may not be imposed without providing the Owner an opportunity for a hearing before a committee. Such panel shall consist of at least three (3) Owners who are not (i) related to the Owner given the notice, (ii) a complainant against same with respect to the matter for which a fine is proposed, (iii) otherwise reasonably believed to be objective in the reasonable judgment of the Board, or (iv) who are officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve the proposed fine, it may not be imposed.

ARTICLE 13
INSURANCE, DESTRUCTION &
RECONSTRUCTION

Section 13.1 Coverage by Association.

- (a) Casualty. The Association may maintain, for the benefit and protection of the Association, fire and extended coverage

insurance on all improvements included in the Common Areas general liability insurance, and other such insurance and in such amounts as the Board of Directors shall deem necessary, the premium costs of which shall be a Common Expense, except that if a premium is increased because of action by particular Owners, their tenants, guests or invitees, such increase in premium shall be assessed against and paid by such Owners. The named insured shall be the Association.

- (b) Fidelity/Bonding Insurance. The Association may obtain and maintain adequate fidelity insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" shall include, but not be limited to, the President, Secretary and Treasurer of the Association and those individuals authorized to sign checks. The Association shall bear the cost of such insurance or bonding and it shall be a Common Expense.
- (c) Damage to Common Areas. If the Common Areas is damaged, the Common Areas shall be reconstructed or repaired using the proceeds of insurance policies unless it is determined that the community shall be terminated. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, assessments shall be made against all Owners in sufficient amounts to provide funds for payment of such costs and such assessments shall be in proportion to the Owner's obligations for Neighborhood Common Expenses. If it is determined in the manner provided herein that the damage shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners and their mortgagees.

Notwithstanding the foregoing, if there has been loss or damage to the Common Areas and the insurance proceeds available are inadequate to repair and reconstruct such Common Areas and ninety (90%) percent of the Voting Interests vote against levying the special assessment referred to above and vote to abandon the community, then the Common Areas shall not be repaired and reconstructed and proceeds shall be distributed to the beneficial Owners and their mortgagees.

Section 13.2 Owner's Lots and Structures.

- (a) Insurance. Each Owner shall maintain, at his/her/its own expense, insurance for the Structure located on the Lot. Such insurance shall not be the responsibility of the Association.
- (b) Damage to Owner's Improvements. In the event of damage to an Owner's improvements from an insured peril, then the Owner shall immediately proceed to reconstruct and repair the improvements. Improvements must be approved in accordance with the architectural review requirements set forth in Article 10 of the Declaration. The Owner shall complete the reconstruction, repair or replacement or the removal of the Improvement within

one hundred twenty (120) days after the occurrence of the damage, unless a longer period of time is granted by the Board of Directors.

- (c) *Plans and Specifications.* Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association. All reconstruction and repair must be in compliance with all laws and ordinances.
- (d) *Sufficiency of Funds.* The inadequacy of the proceeds of an Owner's insurance to cover the costs of repair, reconstruction or replacement shall not excuse such Owner from compliance with this Article. Failure of an Owner to comply with the provisions of this section shall entitle the Association or one or more other Owners to bring an action to require compliance and in any proceeding arising out of any Owner's alleged failure to comply, the prevailing party shall be entitled to recover the costs of the proceeding and any appeal thereof, including reasonable attorneys' fees and costs.

ARTICLE 14 **TERMINATION AND CONDEMNATION**

The Neighborhood Association may be terminated in the following manner:

Section 14.1 Agreement to Terminate without a Casualty. The Association may be terminated at any time by written agreement of at least ninety (90%) percent of the Voting Interests and their respective first Institutional Mortgagees.

Section 14.2 Certificate of Termination. The termination shall be evidenced by a certificate of termination (the "Certificate"), executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. Termination occurs when a certificate meeting the requirements of this Section is recorded in the Public Records of Sarasota County, Florida. The recording of that Certificate terminates the Association and vests legal title in the Association, as trustee, to all real and personal property which was formerly the Association Common Areas, without need for further conveyance.

Section 14.3 Wind-up of Association Affairs. The former Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, for the purpose of winding up the affairs of the Association in accordance with this Section.

Section 14.4 Trustee's Powers and Duties. The Association shall hold title to the property for the benefit of the former Owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former Owners approve a sale of the property as provided in this Article, the Association shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this

Article. The Association shall be entitled to reasonable fees for acting in such capacity, and such fees, and all costs and expenses incurred by the Association in the performance of its duties, shall be paid for by the Association or paid from the proceeds of the sale of the Common Areas, or other Association assets, and shall constitute a lien on the property superior to any other lien. The Association shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as trustee unless such liabilities are the result of gross negligence or malfeasance. The Association may rely upon the written instructions and information provided to it by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

Section 14.5 Proceeds of Sale. The proceeds of the sale of any of the Common Areas or assets of the Association shall be distributed by the Association to the Owners thereof, as Common Surplus, as their interests shall appear.

Section 14.6 Provisions Survive Termination. The provisions of this Article 14 are covenants running with the land, and shall survive the termination of the Association until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Association, as trustee, as well as post-termination costs of maintaining the Common Areas and winding up the affairs of the Association, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

Section 14.7 Condemnation. In the event the Association receives any award or payment arising from any taking of the Common Area or any part thereof as a result of the exercise of condemnation or eminent domain, the net proceeds thereof shall be first applied to the restoration of the remaining Common Areas and improvements thereon to the extent deemed advisable by the Board of Directors, and then to be held by the Association for use of the Association.

ARTICLE 15 **AMENDMENTS**

Section 15.1 Amendments. This Declaration may be amended by the affirmative approval of a majority of the Voting Interests, together with the approval or ratification of a majority of the members of the Board. Approval may be obtained by a vote at a meeting of the Members or without a Member meeting by obtaining the written consent of a majority of the Voting Interests and a majority of the Board members. Amendments shall become effective when duly executed and recorded in the Public Records of Sarasota County, Florida.

Section 15.2 Amendment Proposals. An amendment may be proposed either by the Board or by the Owners of twenty-five (25%) percent or more of the total number of Lots.

Section 15.3 Amendments for Scrivener's Errors. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board of Directors alone without the consent of the Members.

ARTICLE 16
ANNEXATION OF ADDITIONAL
PROPERTY

Section 16.1 Association's Right to Annex Land. The Association shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, without the consent or joinder of the Members of the Association, to add any lands to the Property lying within Block 2563, 2564, 2565 and 2566, 51st Addition to Port Charlotte Subdivision, a subdivision according to the Plat attached hereto as Exhibit "B". The same shall not create nor shall it impose any duty or obligation on the Association to subject such additional lands to any covenants, conditions, restrictions or other provisions of this Declaration, but if the Association so elects, it may subject such additional land to the provisions of this Declaration. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF LOTS, THE NUMBER OF POTENTIAL MEMBERS OF THE ASSOCIATION, THE NUMBER OF LOTS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY THE MEMBERS.

Section 16.2 Recording an Annexation. Lands may be annexed by recording an instrument subjecting such additional lands to this Declaration, thereby changing the boundaries of Woodhaven Estates Villas and the respective voting rights of the Members. At the time any additional lands are made subject to this Declaration, the Association may also record an instrument which does the following:

- (a) Modifies any of the provisions of this Declaration insofar as they apply to such additional lands; or,
- (b) Denotes new provisions applicable to such lands; or,
- (c) Omits the applicability of the provisions of this Declaration to any such additional lands; or,
- (d) Does any, all or none of the above.

ARTICLE 17
ADDITIONAL PROVISIONS

Section 17.1 Term. These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless all of the Owners of all of the Lots in the Subdivision execute and record in the Public Records of Sarasota County, Florida, an instrument specifically rejecting a subsequent renewal.

Section 17.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or

word, or other provisions of this Neighborhood Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

Section 17.3 Titles. The various titles of paragraphs herein have been inserted solely for reference and do not in any way affect the construction, interpretation or meaning of any word, clause, paragraph or subparagraph of this Neighborhood Declaration.

[SEE CERTIFICATE FOR SIGNATURE PAGE]

EXHIBIT"A"

Lots 2, 3, 4, 7, 8, 10, **11**, 12, 14, 16, 18, 19, Block 2563,
Lots 2, 3, 5, 7, 8,10, **11**, 12, 13, 14, 15, 16, 17,Block
2564,
Lots3,4,5,6, 7, **10**, **11**, 12, 13,14, 16, 17, 18, Block 2565,
Lots 2, 5, 7, 9, 10, 11, 12, 13, 15, 16, 17, Block 2566,
51st Addition to Port Charlotte Subdivision, a subdivision
according to the plat thereof, as recorded in Plat Book 21, at
Page 8, of the Public Records of Sarasota County, Florida.