

February, 2019

1279

Lakeside Woods

**ADMINISTRATIVE SUMMARY OF THE
COVENANTS AND RESTRICTIONS OF
LAKESIDE WOODS ASSOCIATION**

This administrative summary of the covenants and restrictions of Lakeside Woods is provided to help lot owners understand the respective rights and responsibilities of lot owners and the association. This does not amend the covenants and restrictions of Lakeside Woods, as amended from time to time, 1997, 2000, 2001, 2004, 2006, 2008, 2009, and 2018. In case of any discrepancies between this summary and the official covenants and restrictions, and its amendments, the latter shall prevail.

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF LAKESIDE WOODS

This Declaration of covenants and restrictions of Lakeside Woods, originally filed on October 26, 1993, by Lakeside Woods Development, Inc., a Florida corporation ("declarant"), and as amended from time to time.

Initially the Declarant owned the property described herein, developed property as a residential community. The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of the dwellings within the property, and to protect and preserve the values of the property. This Declaration also established an association owns, operates and/or maintains various portions of the property and improvements constructed within the property, and has the right to enforce the provisions of this Declaration. The expenses of the Association will be shared by the owners of the property, who will be members of the Association.

The declarant declared that the subject property, as herein defined, and such additions as may hereinafter be made pursuant to terms of this Declaration, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the subject property, and which shall run with the subject property and shall be binding upon all persons having and/or acquiring any right, title or interest in the subject property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the subject property, or any portion thereof.

1. Definition. The terms used in this Declaration, and in the Articles and bylaws, shall have the following meanings, unless the context otherwise requires:
 1. "Articles" means the Articles of incorporation of the Association, as same may be amended from time to time.
 2. "Assessment" means the amount of money which may be assessed against an owner for the payment of the owner's share of common expenses, and/or any other funds which an owner may be required to pay to the association, sheet has provided by this Declaration, the Articles, or the bylaws.
 3. "Association" means the corporation established pursuant to the Articles of incorporation, attached hereto as an exhibit.
 4. "Board" means the board of directors of the Association.

5. "Bylaws" mean the bylaws of the Association, as same may be amended from time to time.
6. "Common Areas" mean any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by Association or which is declared to be a common area by this Declaration. Common areas may include, but not are limited to, parks, open areas, lakes, roads, entranceways, parking areas, and other similar areas, provided the foregoing shall not be deemed a representation or warranty that at any or all of the foregoing types of common areas will be provided.
7. "Common Expenses" mean all expenses of any kind or nature whatsoever incurred by the Association, including, but not limited to, the following:
 - 1.07.01 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the common areas, or other property to be maintained by the Association as provided in this Declaration, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.
 - 1.07.02 Expenses of obtaining, repairing or replacing personal property in connection with any common area for the performance of the association's duties.
 - 1.07.03 Expenses incurred in connection with the administration and management of the Association.
 - 1.07.04 Expenses declared to be common expenses by the provisions of this Declaration, or by the Articles or bylaws.
 - 1.07.05 Any amounts payable by the Association to any other association of governmental authority.
8. "Common Surplus" means the excess all receipts of the Association over the amount of the common expenses.
9. Deleted
10. "Declaration" means this document as it may be amended from time to time.
11. "Institutional Lender" means the holder of a mortgage encumbering a lot, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the owner of the lot encumbered. An institutional lender may include, but is not limited to, a bank, savings-and-loan association, insurance company real estate or mortgage

investment trust, pension or profit-sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

12. "Lot" means any parcel of land located within the subject property, which has conveyed to an owner and which contains a unit, and shall include any unit constructed upon the lot.
13. "Owner" means the record owner(s) of the fee title to a lot.
14. "Person" means an individual, corporation, partnership, trust, or any other legal entity.
15. "Subject property" means all of the property subject to this Declaration from time to time, which initially is described in Exhibit "A" attached hereto, and includes any units or improvements constructed thereon.
16. "Unit" means the residential dwelling constructed upon a lot.
17. "Master Association" shall mean Pinebrook South Homeowners' Association, Inc.

2. Association. In order to provide for the administration of the subject property and this Declaration, the Association has been organized under the laws of the state of Florida.

- 2.01 Articles. A copy of the Articles is attached hereto as Exhibit "B". No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided herein.
- 2.02 Bylaws. A copy of the bylaws is attached hereto as Exhibit "C". No amendment to the bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the bylaws, except as specifically provided herein.
- 2.03 Powers of the Association. The Association shall have all of the powers indicated or incidental to those in its Articles and bylaws. In addition, the association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. By this Declaration, the subject property is hereby submitted to the jurisdiction of the Association.
- 2.04 Approval or Disapproval of Matters. Whenever the decision of the owners is required upon any matter, whether or not the subject of Association meeting, such decision shall be expressed in accordance with the Articles and bylaws, *except as otherwise provided herein*.

- 2.05 Acts of the Association. Unless the approval or action of the owners and/or a certain specific percentage of the board is specifically required by this Declaration, the Articles or bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by Association, shall be given or taken by the board, without the consent of the owners, and the board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such condition or refusal, except as herein specifically provided to the contrary.
- 2.06 Management and Service Contracts. The Association shall have the right to contract for professional management or services on such terms and conditions as the board deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three years and shall be terminable by either party without cause and without payment of a termination or penalty fees on 90 days or less written notice.
- 2.07 Membership. All lot owners shall be members of the Association. Membership shall be established and transferred, as provided by the Articles and the bylaws.
- 2.07.01 The owner of a lot/unit has the right to appoint one person residing in his/her/their household as a resident-member of the Association by written notice to the Association secretary. The resident-member shall have the same rights and privileges (except for the power to appoint a resident-member) as the owner making the appointment. This appointment shall remain in effect until the owner making it rescinds it by written notice to the Association secretary, or the person who made the appointment is no longer a member of the Association. Reference hereafter to members in this Declaration, the Articles and the bylaws also means resident-members.
- 2.08 Owners Voting Rights. The votes of the owners shall be established and exercised as provided in the Articles and Bylaws.

3. Common Areas, Duties and Obligations of the Association

3.01 Conveyance of Common Areas to Association

3.01.01 By Declarant. Declarant has conveyed title to all the subject property owned by it, and any easement or interest therein, to the Association as common area, and the Association has accepted such conveyance. This conveyance was effective with the recording of the deed or instrument of conveyance in the public records of the county where the subject property is located.

3.01.02 By Any Other Person. Any other person may also convey title to any property owned by such person, or any easement or interest therein, to the Association as a common area, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the Association, unless the board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the subject property is located.

3.02 Use and Benefit. All common areas shall be held by the Association for the use and benefit of the Association and the owners, the residents of the subject property, and their respective guests and invitees, the holders of any mortgage encumbering any properties from time to time, and any other persons authorized to use the common areas or any portion thereof by the Association, for all proper and reasonable purposes and uses for which the same or reasonably intended, subject to the terms of this declaration, subject to the terms of any easement, restriction, reservation or limitation of record affecting the common area or contained in the deed or instrument conveying the common area to the Association, and subject to any rules and regulations adopted by the Association. An easement and right for such use is hereby created in favor of all owners, appurtenant to the title to their property.

3.03 Grant and Modification of Easements. The Association shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the Association, and shall have the further right to modify, relocate or terminate the existing easements in favor of the Association.

3.04 Additions, Alterations or Improvements. The Association shall have the right to make additions, alterations or improvements to the common areas, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of two-thirds of the votes of the

owners shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one month's total assessments for common expenses payable by all of the members, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two month's assessments for common expenses payable by all of the owners. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing common areas, or any existing improvements for personal property associated therewith. The cost and expenses of any such additions, alterations or improvements to the common areas, or the purchase of any personal property, shall be a common expense.

- 3.05 Utilities. The Association shall pay for all utility services for the common areas, or for any other property to be maintained by the Association, as a common expense.
- 3.06 Taxes. The Association shall pay all real and personal property taxes and assessments for any property owned by the Association, as a common expense.
- 3.07 Insurance. The Association shall purchase insurance as a common expense, as follows:

- 3.07.01 Hazard insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all common areas and property owned by the Association, if commercially feasible. The Association shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds of the votes of the owners. The hazard insurance purchased by the Association shall not include any unit or any improvement constructed upon a lot by any owner. It is each lot owner(s) responsibility (by purchase of insurance or other means) to insure that in the event any improvement on his/her/their lot is damaged or destroyed due to fire, flood, wind or other casualty, the damaged improvement will be restored, repaired or rebuilt to the condition the improvement was in immediately prior to such damage or destruction. At the discretion of the lot owner(s), landscape bushes, plants and trees may be replaced with nursery-size stock rather than with bushes, plants and trees of the size immediately prior to such damage or destruction.

- 3.07.02 Comprehensive general liability insurance protecting the Association from claims for bodily injury, death, property damage providing for coverage of at least \$1,000,000.00 for any single occurrence.
 - 3.07.03 Blanket fidelity bonds for anyone who handles or is responsible for funds held or administered by the Association or any managing agent, which coverage shall be at least equal to the sum of three month's assessments on all units plus reserve funds.
 - 3.07.04 Such other insurance as may be desired by the Association, such as flood insurance, errors and omissions insurance, Workmen's Compensation insurance, and any other insurance.
 - 3.07.05 All insurance purchased by the Association must include a provision requiring at least 10 days written notice to the Association before the insurance can be canceled or the coverage reduced for any reason.
 - 3.07.06 Any deductible or exclusion under the policies shall be a common expense and shall not exceed \$2,500.00 or such other sum as approved by the owners.
 - 3.07.07 Upon request, each institutional lender shall have the right to receive a copy or certificate of the insurance purchased by the Association, and shall have the right to require at least 10 days written notice to the institutional lender before any insurance can be canceled or coverage reduced for any reason. Each institutional lender shall have the right upon notice to the Association to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, coverage and deductibles of all insurance purchased by the Association, and to require the Association to purchase insurance complying with the reasonable and customary requirements of the institutional lender. In the event of a conflict between the institutional lenders, the requirements of the institutional lender holding mortgages encumbering units which secure the largest aggregate indebtedness shall control.
- 3.08 Default. Any owner or institutional lender may pay for any utilities, taxes or assessments or insurance premiums which are not paid by the Association when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefore from the Association, plus interest and any costs of collection, including attorneys' fees.

3.09 Damage or Destruction. In the event any improvement within any common area is damaged, or destroyed by fire, flood, wind, or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds of the votes of the owners. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a common expense, and the Association shall have the right to make a special assessment for any such expense.

3.10 Maintenance of Property by the Association.

3.10.01 Common Areas. The Association shall maintain all common areas and property owned by the Association, and all improvements thereon, in good condition at all times. If pursuant to any easement the Association is to maintain any improvement within any property, then the Association shall maintain such improvement in good condition at all times. The Association shall maintain and operate the surface water management system in compliance with all permit conditions of the Florida Administrative Code (Chapter 40D-4).

3.10.02 Landscaping – Deleted.

3.10.02.01 Common Areas. The Association shall maintain the grass areas of all the common areas including but not limited to mowing, trimming, fertilizing, and insect and disease control. In addition, the Association shall promptly remove any excessive weeds, underbrush, or unsightly growth. The Association shall maintain all bushes, shrubs, flowers, hedges and trees of all common areas, including but not limited to trimming, fertilizing, and insect and disease control. Trees will be trimmed as appropriate for that species. In connection therewith with, the Association shall also maintain the sprinkler systems on the common areas and be responsible for the metered sprinkler water cost thereof.

3.10.02.02 Unit Owner Lots. On all lots, the Association shall be responsible for the mowing, trimming, fertilizing, and insect and disease control of all the grass areas and the removal of all underbrush or unsightly growth. The Association shall also be responsible for the trimming, fertilizing, and insect and disease control of all bushes, shrubs, hedges, foundation plants and trees except flowerbeds and fruit trees which are the responsibility of

the lot owner(s). The Association shall be responsible for keeping the sprinkler system for all lots in good operating condition. This shall include, but not be limited to, the repair, upkeep and replacement of the underground water pipes, control valves, the master control unit, sprinkler heads, relocation of sprinkler heads and the like required to maintain good water coverage. The lot owner(s) is/are responsible for the metered sprinkler water cost on his/her/their lot.

The lot owner(s) shall promptly remove and replace all dead or diseased bushes, shrubs, hedges, and foundation plants. The expense for the replacement of bushes, shrubs, hedges, and foundation plants will be the responsibility of the lot owner(s) and may be with nursery-size stock (consistent in size with that originally planted during construction) rather than with bushes, shrubs, hedges foundation plants of the size removed. However, notwithstanding the foregoing, in the event any bushes, shrubs, hedges or foundation plants are killed or severely damaged due to the acts of the Association, its contractors, agents or vendors, these damaged or killed bushes, shrubs, hedges or foundation plants will be removed and replaced by the Association at the Association's expense with bushes, shrubs, hedges, or foundation plants that may be nursery-size stock (consistent in size with that originally planted during construction) rather than with bushes, shrubs, hedges, foundation plants of the size as those severely damaged or killed.

Trees on lots are included in the Association's responsibility for trimming, fertilizing, and insect and disease control. Trees will be trimmed as appropriate for that species. However, the removal and replacement of trees for any reason on lots and all costs associated therewith are the responsibility of the lot owner(s). At the sole discretion of the lot owner(s), the replacement tree may be nursery-size or larger. These above actions are subject to Article 5.23.01 of this declaration.

- 3.10.03 Other Property. In addition to the foregoing, the Association shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the Association if the board, in its sole discretion, determines that the operation

and/or maintenance of such property by the Association would be in the best interests of the residents of the subject property. In such event, where applicable, the Association shall so notify any owner otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the Association and not by the owner, until the board determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate owner in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the subject property, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other improvements, and/or within 40 feet of any public road right-of-ways within or contiguous to the subject property. To the extent the Association assumes the obligation to operate and/or maintain any property which is not owned by the Association, the Association shall have an easement and right to enter upon such property in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the Association of the obligation to operate and/or maintain any property which is not owned by the Association may be evidenced by a supplement to this declaration, or by a written document recorded in the public records of the county in which the subject property is located, and may be made in connection with an agreement with any owner, the declarant, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other person, or any governmental authority, to share in the maintenance responsibility of any property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the owner. Notwithstanding the foregoing, if any unit owner or any resident of any unit, or their guests or invitees, damages any common area or any improvement thereon, the unit owner of such unit shall be liable to the Association for the cost of repair or restoration to the extent not covered by the Association's insurance.

- 3.10.04 Common Expenses. All maintenance performed by the Association as herein above provided shall be a common expense except as set forth in section 3.10.03.

- 3.11 Mortgage and Sale of Common Areas. The Association shall not abandon, partition, subdivide, encumber, sale or transfer any common area owned by the Association without the approval of at least two-thirds of the votes of the owners. If ingress or egress to any property is through any common area, any conveyance or encumbrance of such common area shall be subject to an appurtenant easement for ingress and egress in favor of the owner(s) of such property, unless alternative ingress and egress is provided to the owner(s).
4. Easements. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with proper and intended use and purposes, and each shall survive termination of this declaration.
- 4.01 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the common areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the common areas as may from time to time be paved and intended for such purposes, same being for the use and benefit of the owners and the residents of subject property, mortgagees, and their guests and invitees.
- 4.02 Perpetual Nonexclusive Easement in Common Areas. The common areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all owners and residents of the subject property from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.
- 4.03 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the subject property, and over, under, on and across the common areas, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the subject property. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the subject property, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any lot which serve any other portion of the subject property shall only be for utility services actually constructed, reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the owner of the lot. An owner shall do nothing on his lot which interferes with or impairs the utility services using these easements. The

board or its designee shall have a right of access to each lot and unit to inspect, maintain, repair or replace the utility service facilities contained under lot and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the owners' permitted use of the lot and, except in the event of an emergency, entry into any unit shall be made with reasonable notice to the owner.

- 4.04 Service and Maintenance Easements. If any unit is located within four feet of the boundary line of any lot, the owner of such lot shall have an easement into the contiguous lot of common area, as the case may be, which easement shall be four feet from the unit, for the purpose of servicing and maintaining the unit. The owner of such unit shall not be liable for any damage or destruction to any landscaping or improvement within any such easement area which is caused in connection with the reasonable maintenance and servicing of his unit. In addition, the Association shall have an easement upon all lots, as may be reasonably required to perform the maintenance and other obligations of the Association as provided in this declaration.
- 4.05 Encroachments. If any portion of the common areas encroaches upon any lot; if any unit or other improvement encroaches upon any lot or upon any portion of the common areas; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the common areas made by or with the consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any unit after damaged by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any unit or common areas; or (v) any non-purposeful or non-negligent act of any owner except as may be authorized by the board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so as long as the improvements shall stand.
- 4.06 Easements for overhanging troughs or gutters, downspouts and discharge from of rainwater and the subsequent flow thereof over the lots and the common areas.
- 4.07 Additional Easements. Declarant (so long as it owns any lot) and the Association, on their behalf and on behalf of all owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the common areas in favor of declarant or any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefiting or affecting the subject property. In connection with the grant, modification, relocation, abandonment or termination of any easement, declarant reserves the right to relocate, parking areas, utility lines, and other improvements upon or serving the subject property. So long as the foregoing will not unreasonably and adversely interfere with the use of lots for dwelling

purposes, no consent of any owner or any mortgagee of any lot shall be required or, if same unreasonably interfere with the use of any lot for dwelling purposes, only the consent of the owners and institutional lenders of lots so affected shall be required. To the extent required, all owners hereby irrevocably appoint declarant and/or Association as their attorney-in-fact for the foregoing purposes.

4.08 Deleted.

5. Use Restrictions.

5.01 One Unit Per Lot. Only one unit shall be constructed any lot, shall comply with the following minimum standards:

5.01.01 Minimum Size. All units shall have a minimum of 1,200 square feet of living area, exclusive of garage, patios or porches.

5.01.02 Maximum Height. The maximum height of any unit shall be 30 feet above the front street elevation. The finished floor elevations are to be a minimum of 16 inches above the crown of the road.

5.01.03 Minimum Set-back. Any unit shall be setback a minimum of 15 feet from the front lot line, and five feet from the side and 10 feet from the rear of the lot, unless otherwise approved by the Association or declarant.

5.01.04 Garages. All garages shall be for two cars and equipped with automatic garage door openers. Driveways and sidewalks shall be constructed of concrete.

5.01.05 Roofs. All roofs shall be of cement tile.

5.02 Occupancy. No unit shall be permanently occupied by two (2) persons for each bedroom in the unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the subject property.

5.03 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the subject property or within any lot or unit. The foregoing shall not prohibit any owner from leasing his unit.

5.04 Sales and Leases. All leases of a unit must be in writing and specifically be subject to this declaration, the articles and bylaws, and copies delivered to the Association prior to occupancy by the tenant(s). No leases shall be for a period of less than six months.

5.05 Outside Storage of Personal Property. *The personal property along any resident of the subject property shall be kept inside the resident's unit, and no personal property may be stored on the exterior of any unit.*

- 5.06 Portable Building/Fences. No portable, storage, temporary or accessory buildings, or structure, or tents, shall be erected, constructed or located but for storage or otherwise. No fences are allowed on any lot.
- 5.07 Garbage and Trash. Each owner shall regularly pick up all garbage, trash, refuse or rubbish on the owner's lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the lot in order to be collected maybe placed and kept at the front of each lot after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a unit or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive orders shall be permitted.
- 5.08 Vehicles. Automobiles, vans, small pickup trucks, and other vehicles manufactured and used as private passenger vehicles, maybe parked with the subject property over night without the prior written consent of the Association. In particular and without limitation, no vehicles shall be parked outside of the unit overnight without the prior consent Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed on the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, on other private passenger as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the subject property. All vehicles parked with the subject property must be in good condition, and no vehicle with is unlicensed or cannot operate on its own power, shall remain within the subject property 24 hours, and no major repair meeting shall be made on the subject property, and parking shall be permitted on driveways or within garages, but parking shall not be permitted on grassy areas. Motorcycles are not permitted except with the prior written consent of the Association which may be withdrawn any time, and any permitted motorcycle must be appropriate noise muffled equipment so that the operation of same does not create an unreasonable annoyance to the residents of the subject property.
- 5.09 Pets. No animals, livestock or poultry of any kind shall be permitted within the subject property except for common household domestic pets. Any pet must be carried or kept on a leash when outside of a unit. No pet shall be kept outside of a unit, or in any screened porch or patio, unless someone is present in the unit. Any pet must not be an unreasonable nuisance or annoyance to other residents of the subject property. No commercial breeding of pets is permitted within the subject property. The Association may require any pet to be immediately and permanently removed from the subject property due to a violation of this paragraph.

Notwithstanding the above, prior to making any decision regarding any pet residing in the subject property, the board upon receiving a written complaint regarding a pet residing within the subject property, shall afford the owner or tenant an opportunity for a hearing after reasonable notice to the owner or tenant of not less than 14 days. This notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the declaration or bylaws which have allegedly been violated, and (iii) a short and plain statement of the reasons asserted by the complaint for the pet to be removed. The owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material in the written complaint to the board that is to be considered in the hearing. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and the board is to act as an impartial jury with the burden of proof resting upon the person making the written complaint. If the board so determines, it may require that the pet be removed from on the subject property by written notice to the owner or tenant. If the owner or tenant fails to attend the hearing as set by the board, unless for reasons beyond the control of the owner or tenant, the owner or tenant shall be deemed to have admitted the allegations contained in the notice to the owner or tenant; however, if the owner or tenant failed to attend the scheduled hearing for reasons beyond the control of the owner or tenant, a new hearing shall be scheduled by the board as specified above.

- 5.10 Landscaping. On each lot the Association shall be responsible for mowing, trimming, fertilizing, and insect and disease control of all grass areas, and trimming, fertilizing, and insect and disease control of all bushes, shrubs, edges, foundation plants and trees, except for flowerbeds and fruit trees, and on any contiguous property between each lot and the pavement edge on any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the Association. The replacement of bushes, shrubs, hedges, and foundation plants will be the of the lot owner(s) and may be with nursery-size stock (consistent in size with that originally planted during construction) rather than with bushes, shrubs, hedges and foundations plants of the size as those removed. However, notwithstanding the foregoing, in the event any bushes, shrubs, hedges or foundation plants are killed or severely damaged due to the acts of the Association, its contractors, agents or vendors, these damages or killed bushes, shrubs, hedges or foundation plants will be removed and replaced by the Association at the Association's expense with bushes shrubs, hedges or foundation plants that may be nursery-size stock (consistent in size with that originally planted during construction) rather than with bushes, shrubs, hedges or foundation plants of the size as those severely damaged or killed. All landscaped areas shall be primarily sodded with grass, and shall not be paved or covered with gravel or any artificial surface.

No owner shall install or maintain any landscaping on any portion of the lot maintained by the Association pursuant to article 3.10 of this declaration, without the prior written consent of the Board of Directors. Notwithstanding the foregoing, an owner may plant flowerbeds and fruit trees. No fruit trees are permitted closer to the front lot line than the rear of the home situated upon the lot. Owner(s) are solely responsible for the maintenance, repair and replacement all flowerbeds and fruit trees planted pursuant to this section, all of which shall be maintained in a neat, attractive and first-class appearance.

5.11 Maintenance. Each owner shall maintain his unit and all improvements upon his lot in first-class condition at all times, except any portions thereof to be maintained by the Association as provided in paragraph 3.10 of this declaration. The exterior of all units, including but not limited to, roofs, walls, windows, patio areas, pools, screenings, and awnings shall be maintained in first-class condition and repair and in a neat and attractive manner. Any extraordinary maintenance required due to actions of any owner, or resident of any unit, or their guests or invitees, can be performed by the Association and the cost of such maintenance to the unit shall be assessed to the owner of the unit.

5.11.01 Exterior Painting. All exterior areas shall be painted, with the approval of the Association, as reasonably necessary which colors which match the color scheme and are harmonious with other units, and other no excessive rust deposits on the exterior of any unit, peeling of paint, or discoloration of same shall be permitted. No Owner shall change the exterior color of his unit without the consent of the Association.

5.12 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

5.13 Clotheslines and Outside Clothes Drying. No clotheslines or cloth poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any lot used for outdoor clothes-drying purposes in the types of devices to be employed in this regard, which approval must be in writing.

5.14 Nuisances. No nuisances shall be permitted within the subject property, and no use or practice which is an unreasonable source of annoyance to the residents within the subject property or which shall interfere the peaceful possession and proper use of the subject property by his residents shall be permitted. Now unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with all times by the owners.

- 5.15 Outside Antennas. No outside signal receiving or sending antennas, dishes for devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the Association which services the entire subject property.
- 5.16 Post Lights, Identification Signs, and House Numbers. Post lights controlled by a photo cell are required on all lots and locations approved by the Association. In order to provide uniformity throughout the property, the declarant may promulgate design standards and specifications to be used for all post lights, identification signs and house numbers.
- 5.17 Further Subdivision. No lots shall be further subdivided without the prior written consent of the Association if same would result should in the creation of more lots than before such resubdivision. Notwithstanding the foregoing, portions of a lot may be conveyed to the owner(s) of contiguous lot(s) in order to increase the size of the contiguous lot(s), so long as any remaining portion of the divided lot not so conveyed is independently useful for the construction of a unit that complies with the requirements of this declaration.
- 5.18 Garbage Containers, Water Softeners, Gas Tanks, Air Conditioners. All garbage and refuse containers, air-conditioning units, water softeners and all permanently affixed swimming pool equipment and housing shall be screened or walled so that they shall be substantially concealed or hidden from any eye-level from any street or adjacent property. Propane gas tanks shall be installed underground.
- 5.19 Signs. No signs shall be placed upon any lot and no signs shall be placed in or upon any unit which are visible from the exterior of the unit, without the prior written consent of the Association. However, "house for sale" signs of which size shall not exceed nine inches by 12 inches shall be permitted. Signs required by the city of Venice or traffic sign shall be allowed.
- 5.20 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired.
- 5.21 Boats. No boats may be kept or stored outside of any unit.
- 5.22 Surface Water Management. No owner or any other person shall do anything to adversely affect the surface water management and drainage of subject property without the prior written approval of the Association and any controlling governmental authority, including but not limited to, the excavation or filling in of any lake or any portion of the subject property.

5.23 Architectural Control for Exterior Changes.

5.23.01 Owner to Obtain Approval.

Common Areas: No owner shall make, install, place, or remove any building, fence, wall, patio area, pool, spa, landscaping, or any other alteration, addition, improvement, or change of any kind or nature to in or to any portion of the common areas unless the owner first obtains the written approval of the Association to the same.

Owners Lot and Unit: No owner shall make, install, place, or remove any building, fence, wall, patio area, pool, spa, landscaping except for flowerbeds and fruit trees, or any other alteration, addition, improvement, or change of any kind or nature to the owner's lot, or the exterior of the owner's unit, unless the owner first obtains the written approval of the Association to the same, except that such approval shall not be required for replacements in pre-existing landscape beds or any maintenance or repair which does not result in a material change in any improvement, including the color or size.

5.23.02

Association's Consent. Any request by an owner for approval by the Association to any addition, alteration, improvement, or changes shall be in writing and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The Association shall have the right to charge a reasonable fee in connection with the approval of any request to pay for the cost of any architect or engineer hired by the Association to review any plans or specifications. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any lot or unit, but may be withheld due to aesthetic considerations. The Association shall notify the owner of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the Association, and in the event the Association fails to disapprove any request such 30 day period, the consent shall be deemed approved and upon request, the Association shall give written notice of such approval. In consenting to any plans or specifications, the Association may condition such consent upon changes being made. If the Association consents plans and specifications, the owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the

plans and specifications approved by the Association, and subject to any conditions of the Association's approval.

- 5.23.03 No Liability. The Association shall not be liable to any owner in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Association shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any governmental requirements, and the Association shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.
- 5.23.04 Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Association, or is not made strict conformance with any approval granted by the Association, the Association shall specifically have the right injunctive relief to require the owner to stop, remove and/or alter any alteration, addition, improvement, or change in manner which complies with the requirements of the Association, or the Association may pursue any other remedy available to it. In connection therewith, the Association shall have the right to enter onto any lot and make any inspections necessary to determine that the provision of this paragraph have been complied with. The foregoing shall be in addition other remedy set forth herein for violations of this declaration. Notwithstanding anything contained within this declaration to the contrary, the Association shall have exclusive authority to enforce the provisions of this paragraph.
- 5.23.05 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alterations, additions, improvements, or changes made by an owner must be in compliance with the requirements of all controlling governmental authorities, and the owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements. Any consent or approval by the Association to any addition, alteration, improvement, or change may be made conditioned upon the owner obtaining a building permit for same, or providing the Association written evidence from the controlling governmental authority that such permit will not be required, and

in that event, the owner shall not proceed with any addition, alteration, improvement, or change until such building permit or evidence that a building permit is not required is submitted to the Association. The retention pond and drainage's swales to the pond shall require periodic inspection.

5.23.06 Deleted.

5.24 Rules and Regulations. The Association may adopt additional reasonable rules and regulations relating to the use and maintenance of the subject property. Copies of such rules and regulations and amendments shall be furnished by the Association to any owner upon request.

5.25 Waiver. The Association shall have the right to waive the application of one or more of these restrictions, or to prevent a deviation from these restrictions, as to any lot where, in the discretion of the board, circumstances exist which justify such waiver or deviation. In the event of such waiver or permitted deviation, or in the event any party fails to enforce a violation of these restrictions, such actions or inactions shall not to be deemed to prohibit or restrict the right of the Association, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other lots, no shall any such actions be deemed a waiver of any of the restrictions contained herein as same by applied to the future.

5.26 Deleted

5.27 Relationship with Master Association. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Association. Where the terms hereof are more restrictive than, but consistent with, the Master Association covenants, all provisions hereof shall be binding. In the event of impossibility of compliance with both documents, the terms of Lakeside Woods shall control.

6. Assessment for Common Expenses.

6.01 Each owner of a lot shall be responsible for the payment to the Association of assessments for common expenses for each lot owned by the owner, which amount shall be assessed to the owner as described below. In addition, each owner shall be responsible for the payment to the Association of any assessments owned by the prior owner, except for any assessments owed by the declarant, and except as provided in paragraph 7.01.06 of this declaration.

6.02 Prior to the beginning of each fiscal year, the board shall adopt a budget for such fiscal year which shall estimate all of the common expenses to be incurred by the Association during the fiscal year. The board shall then establish the assessment for common expenses for each lot, and shall notify each owner in writing of the amount, frequency, and due dates of the assessment for common expenses.

From time to time during the fiscal year, the board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the owners, change the amount, frequency, and/or due dates of the assessments for common expenses. If the expenditure of funds for common expenses is required in addition to funds produced by assessments for common expenses, the board may make special assessments for common expenses, which shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the board, as stated in the notice of any special assessments for common expenses. In the event any assessments for common expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for common expenses be due less than 10 days from the date of the notification of such assessments.

- 6.03 Assessments for common expenses as to any lot not containing a unit, and except for the foregoing the assessments for common expenses assessed against each lot shall be equal. The full assessment for common expenses as to each lot upon which a unit is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the unit is issued, or upon the conveyance of the lot by declarant, or upon the first occupancy of the unit, whichever occurs first.
- 6.04 Deleted
- 6.05 In addition to assessments for common expenses, each owner of a lot shall be responsible for the payment of an annual fee to the Master Association. The Master Association maintains a clubhouse, pool, boat deck, shuffleboard courts, and common areas that are available to all residents of Lakeside Woods and Pinebrook South.
- 6:06 Deleted

7. Default.

7.01 Monetary Default and Collection of Assessments.

7.01.01 Late Fees and Interest. If any assessment is not paid within 10 days after the due date, the Association shall have the right to charge the defaulting owner a late fee of 5% of the amount of the assessment, or \$25, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due 10 days after written demand by the Association.

7.01.02 Acceleration of Assessments. If any owner is in default in the payment of any assessment owed to the Association for more than 45 days after written demand by the Association, the Association upon written notice to the defaulting owner shall have the right to accelerate and require such defaulting owner to pay to the Association assessments for common expenses for the next 12 month period, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration, the defaulting owner shall continue be liable for any increases in the regular assessments for common expenses, for all special assessments for common expenses, and/or for all other assessments payable to the association.

7.01.03 Lien for Assessments. The Association has a lien on each lot for unpaid assessments owned to the Association by the owner of such lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which lot is located, stating the description of the lot, the name of the record owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all assessments or other monies owed to the Association by the owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien. The provisions of this paragraph are

subject to the provisions of Florida statutes chapter 7.20.3085 which have been incorporated into the following paragraph as applicable.

- 7.01.03.01 A unit owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the unit owner. The unit owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the unit upon which the assessments are made.
- 7.01.03.02 A unit owner is jointly and severally liable with the previous unit owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present unit owner may have to recover any amounts paid by the present unit owner from the previous unit owner.
- 7.01.03.03 Assessments and installments on assessment that are not paid when due bear interest from the due date until paid at the rate of eighteen (18) percent per year.
- 7.01.03.04 The Association must not file a claim of lien against a unit for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the Association pursuant to its governing documents has been made by the Association. This written notice or demand must:
 - 7.01.03.04.01 Provide the unit owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.
 - 7.01.03.04.02 Be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the unit owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the unit owner subject to the demand at the address of the unit if the unit owner's address as reflected in the records of the Association is not the unit address. If the address reflected in the records is outside the

United States, then sending the notice to that address and to the unit address by first-class United States mail is sufficient.

- 7.01.04 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for assessments secured by a lien in the same manner a mortgage of real estate is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien, such action may not be brought until 45 days after the unit owner has been provided notice of the Association's intent to foreclose and collect the unpaid amount.
- 7.01.04.01 The Association may recover any reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for unpaid assessments.
 - 7.01.04.02 The Association may purchase the unit at the foreclosure sale and hold, lease, mortgage, or convey the unit.
 - 7.01.04.03 The board is authorized to settle and compromise the Association's lien if the board deems a settlement or compromise to be in the best interest of the Association.
 - 7.01.04.04 The applicable owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid assessments, and in filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorney's fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien.
- 7.01.05 If after the service of a summons on a complaint to foreclose a lien the unit is not the subject of a mortgage foreclosure or notice of tax certificate sale, or the unit owner is not a debtor in bankruptcy proceedings, the unit owner may serve and file with the court a qualifying offer at any time before the entry of a foreclosure judgment. For the purpose of this subsection, the term "qualifying offer" means a written offer to pay all amount secured by the lien of the Association plus interest accruing during the pendency of the offer at the rate of interest provided in this section. The unit owner may make only one qualifying offer during the pendency of a foreclosure action.

- 7.01.05.01 The unit owner shall deliver a copy of the filed qualifying offer to the Association's attorney by hand delivery or by certified mail, return receipt requested.
- 7.01.05.02 The unit owner's filing of the qualifying offer with the court stays the foreclosure action for the period stated in the qualifying offer, which may not exceed 60 days, to permit the unit owner to pay the qualifying offer to the Association plus any interest accruing during the pendency of the offer.
- 7.01.05.03 The qualifying offer of the unit owner must be in writing, be signed by the owner of the unit and spouse of the unit owner if the spouse holds a homestead interest in the unit, be acknowledged by a notary public, state the total amount due the Association, state that the total amount due the Association is secured by the lien of the Association, state that the Association is entitled to foreclose the lien and obtain a foreclosure judgment for the total amount due if the unit owner breaches the qualifying offer, state that the unit owner will not endanger the priority of the lien of the Association or the amounts secured by the lien, and state the actual date or dates the Association will receive the total amount due for the unit owner. If the unit owner makes a qualifying offer under this subsection, the Association may not add the cost of any legal fees incurred by the Association within the period of this stay other than costs acquired in defense of mortgage foreclosure action concerning the unit, a bankruptcy proceeding in which the unit owner is a debtor, or in response to filings by a party other than the Association in the lien foreclosure action of the Association.
- 7.01.05.04 If the unit owner breaches the qualifying offer, the stay shall be vacated and the Association may proceed in its action to obtain a foreclosure judgment against the unit and the unit owners for the amount in the qualifying offer and any amounts accruing after the date of the qualifying offer.
- 7.01.06 Subordination of Lien. Where any person obtains title to a lot pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, his successors and assigns, shall not be liable for

any assessments or for other monies owed to the Association which are chargeable to the former owner of the lot and which became due prior to acquisition of title as a result of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid assessments or other monies are common expenses collectible from all of the owners, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title, shall be liable for payment of all future assessments for common expenses and such other expenses as may be assessed to the owner's lot. Any person who acquires a lot, except through the foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid assessments and other monies due and owing by the former owner to the Association, and shall not be entitled to occupancy of the unit or enjoyment of the common areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid assessments and other monies have been paid in full.

- 7.01.07 Rental and Receiver. If an owner remains in possession of his unit and the claim of lien of the Association against his unit is foreclosed, the court, in its discretion, may require the owner to pay a reasonable rental for the unit, and the Association is entitled to the appointment of a receiver to collect the rent.
- 7.01.08 Assignment of Claim and Lien Rights. The Association acting through its board, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and any other monies owed to the Association, to any third party.
- 7.01.09 Unpaid Assessments Certificate. Within 15 days after written request by any owner or any institutional lender holding or making a mortgage encumbering lot, the Association shall provide the owner or institutional lender a written certificate as to whether or not the owner of the lot is in default with respect to the payment of assessments or with respect to compliance with the terms and provisions of this declaration, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any lot shall be protected thereby.
- 7.01.10 Application of Payment. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in the collection, and then to the

delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation or instructions placed on or accompany a payment. A late fee is not subject to the provisions of Florida Statutes chapter 687 and is not a fine.

7.02 Non-Monetary Defaults. In the event of a violation by any owner or any tenant of an owner, or any person residing them, or their guests or invitees, (other than the nonpayment of any assessment or other monies) of any of the provisions of this declaration, articles, bylaws or the rules and regulations of the Association, the Association shall notify the owner and any tenant of the owner of the violation, by written notice. If such violation not cured as soon as practicable and in any event within seven days after such written notice, or if the violation is not capable of being cured in such seven-day period, if the owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven days after written notice by the Association, or any similar violation is thereafter repeated, the Association may, at its option:

- 7.02.01 Impose a fine against the owner or tenant as provided in paragraph 7.03; and/or
- 7.02.02 Commence an action to enforce the performance on the part of the owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- 7.02.03 Commence an action to recover damages; and/or
- 7.02.04 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this declaration.

All expenses incurred by the Association in connection with correction of any failure, plus a service charge of 10% of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this declaration, including reasonable attorneys' fees, shall be assessed against the applicable owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such assessment interest, and any costs and expenses associated therewith, including attorneys' fees incurred in connection with such assessment, may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above. Any such lien shall only be

effective from and after the recording of a claim of lien in the public records of the county in which the subject property is located.

- 7.03 Fines. The amount of any fine shall be determined a filing committee of at least (3) homeowners who are not board members or related to board members. This fine shall not exceed the greater of \$25.00 or 1/3 of one month's assessment for common expenses for the first offense, \$50.00 or 2/3 of one month's assessment for common expenses for a similar second offense, and \$100.00 or one month's assessment for common expenses for the third or subsequent or similar offense. Prior to imposing any fine, the owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the owner or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the declaration, bylaws or rules and regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the board so determines, it may impose such fine as it deems appropriate by written notice to the owner or tenant. If the owner or tenant fails to attend the hearing as set by the board, the owner or tenant shall be deemed to have admitted the allegations contained in the notice to the owner or tenant. Any fine imposed by the board shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested within 10 days after written notice of the board's decision at the hearing. Any fine levied against an owner shall be deemed an assessment, and if not paid when due, all of the provisions of this declaration relating to the late payment of assessments shall be applicable. If any fine is levied against a tenant and is not paid in 10 days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.
- 7.04 Negligence. An owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a lot or unit, or the common areas.

- 7.05 Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees. Each other shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his unit, and for all guests and invitees of the owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the common areas, or any liability to the Association, the owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this declaration, of the articles, or the bylaws, by any resident of a unit, shall also be deemed a violation by the owner, and shall subject the owner to the same liability as if such violation was that of the owner.
- 7.06 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant any person present in any unit or any portion of the subject property, other than an owner and the members of his immediate family permanently residing with him in the unit, if such person shall materially violate any provision of this declaration, the articles, or the bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the subject property, or shall willfully damage or destroy any common areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the subject property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the subject property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.
- 7.07 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this declaration, the articles, or the bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.
- 7.08 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this declaration, the articles, or the bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, rights or privileges as may be granted or as it may have by law.
- 7.09 Enforcement By or Against Other Persons. In addition to the foregoing, this declaration may be enforced by declarant (so long as declarant is an owner), or the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or

to enforce any lien created herein. The expense of any litigation to enforce this declaration, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this declaration. In addition to the foregoing, any owner shall have the right to bring an action to enforce this declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

8. Term of Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all owners, their successors, heirs or assigns, regardless of how the owners acquire title, for a period of 30 years from the date of this declaration, unless within such time, 100% of the owners execute a written instrument declaring a termination of this declaration (as it may have been amended from time to time). After such 30-year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall expire unless the board by two-thirds vote of the board of directors prior to the expiration date, votes to extend this declaration for an additional thirty (30) years in accordance with the marketable record title act. Any termination of this declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the subject property is located.

9. Amendment.

9.01 In order to be effective, any amendment to this declaration must first be recorded in the public records of the county in which the subject property is located and in the case of an amendment made by the owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

9.02 No amendment shall discriminate against any owner or class or group of owners, unless the owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any owner or increase any owner's proportionate share of the common expenses, unless the owners affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of institutional lenders granted hereunder unless all institutional lenders join in the execution of the amendment.

10. Special Provisions Regarding Institutional Lenders.

10.01 Notice of Action. Upon written request to the Association by an institutional lender holding, insuring or guaranteeing a first mortgage encumbering any lot, identifying the name and address of the holder, insurer or guarantor and the lot number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

10.01.01 Any condemnation or casualty loss which affects a material portion of the subject property or the lot;

10.01.02 Any 60-day default in the payment of assessments or charges owed to the Association or in the performance of any obligation hereunder by the owner of the lot;

10.01.03 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

10.01.04 Any proposed action which would require the consent of a specified percentage of institutional lenders.

10.02 Consent of Institutional Lenders. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any lot is required by this declaration, the articles, the bylaws, or any applicable statute or law, to any amendment of the declaration, the articles, or the bylaws, or to any action of the Association, or to any other matter relating to the subject property, the Association may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within 30 days after the holder receives such request, and if such response is not timely received by the Association, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary may be recorded in the public records of the county where the subject property is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an institutional lender is otherwise required to specifically join in an amendment to this declaration.

- 10.03 Payment of Taxes and Insurance. Any institutional lender may pay any taxes or assessments which are in default, or any overdue insurance premiums, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefore from the Association plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.
11. Miscellaneous.
- 11.01 Conflict with Articles or Bylaws. In the event of any conflict between the articles and the bylaws and this declaration, the declaration, the articles, and the bylaws in that order, shall control.
- 11.02 Authority of Association and Delegation. Nothing contained in this declaration shall be deemed to prohibit the board from delegating to anyone of its members, or to any officer, or to any committee or any other person, any power or right granted to the board by this declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the board is expressly authorized to so delegate any power or right granted by this declaration.
- 11.03 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.
- 11.04 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.
- 11.05 Inapplicability of Condominium Act. It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.
- 11.06 Actions Against Declarant. The Association shall not institute any legal proceedings against declarant, or spend or commit to spend any Association funds in connection with any legal proceedings against declarant, or make a special assessment for funds to pay for costs or attorneys' fees in connection with any legal proceedings against declarant, without the consent of 75% of the votes of all of the owners obtained at a meeting of the owners called expressly for the purpose of approving such action.