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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF**  
**LAKESIDE WOODS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS OF LAKESIDE WOODS ~~was~~ is made ~~this~~ the 26th day of October, 1993, by LAKESIDE WOODS DEVELOPMENT, INC., a Florida Corporation ("DECLARANT").

Initially the DECLARANT ~~owns~~ owned the property described herein, and ~~intends to develop~~ developed the 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 present and future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION ~~will also establish~~ established an association which ~~will own, operate~~ owns, operates and/or ~~maintain~~ maintains various portions of the property and improvements constructed within the property, ~~will have and~~ has the right to enforce the provisions of this DECLARATION, ~~and will be given various other rights and responsibilities.~~ The expenses of the association ~~will be~~ are shared by the owners of the property, who ~~will be~~ are members of the association.

~~NOW, THEREFORE,~~ The DECLARANT ~~hereby declares~~ declared that the SUBJECT PROPERTY, as herein defined, and such additions as may hereafter be made pursuant to the 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 the BYLAWS, shall have the following meanings, unless the context otherwise requires.

1.01 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

1.02 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 as provided by this DECLARATION, the ARTICLES, or the BYLAWS.

1.03 ASSOCIATION means the corporation established pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.04 BOARD means the Board of Directors of the ASSOCIATION.

1.05 BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

1.06 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or which is declared to be a COMMON AREA by this DECLARATION. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, roads, entranceways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.07 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

1 1.07.01 Expenses incurred in connection with the ownership,  
2 maintenance, repair, improvement or operation of the COMMON AREAS, or other property to  
3 be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not  
4 limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs,  
5 improvements, and alterations.

6  
7 1.07.02 Expenses of obtaining, repairing or replacing personal  
8 property in connection with any COMMON AREA or the performance of the ASSOCIATION's  
9 duties.

10  
11 1.07.03 Expenses incurred in connection with the administration  
12 and management of the ASSOCIATION.

13  
14 1.07.04 Expenses declared to be COMMON EXPENSES by the  
15 provisions of this DECLARATION, or by the ARTICLES, or BYLAWS.

16  
17 1.07.05 Any amounts payable by the ASSOCIATION to any other  
18 association or any governmental authority.

19  
20 1.08 COMMON SURPLUS means the excess of all receipts of the  
21 ASSOCIATION over the amount of the COMMON EXPENSES.

22  
23 1.09 DECLARANT means the PERSON ~~executing~~ who executed this  
24 DECLARATION. ~~or any PERSON who may be assigned the rights of DECLARANT pursuant to~~  
25 ~~a written assignment executed by the then present DECLARANT recorded in the public records~~  
26 ~~of the county in which the SUBJECT PROPERTY is located. In addition, in the event any~~  
27 ~~PERSON who obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a~~  
28 ~~result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to~~  
29 ~~become the DECLARANT by written election recorded in the public records of the county in~~  
30 ~~which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such~~  
31 ~~PERSON may appoint as DECLARANT any third party acquires title to all or any portion of the~~  
32 ~~SUBJECT PROPERTY by written appointment recorded in the public records recorded in the~~  
33 ~~county in which the SUBJECT PROPERTY is located. In any event, any subsequent~~  
34 ~~DECLARANT shall not be liable for any defaults or obligations incurred by any prior~~  
35 ~~DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.~~

36  
37 1.10 DECLARATION means this document as it may be amended from time to  
38 time.

39  
40 1.11 INSTITUTIONAL LENDER means the holder of a mortgage encumbering  
41 a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures  
42 mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered.  
43 An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan  
44 association, insurance company, real estate or mortgage investment trust, pension or profit  
45 sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home  
46 Loan Mortgage Corporation, an agency of the United States or any other governmental authority,  
47 or any other similar type of lender generally recognized as an institutional-type lender. ~~For~~  
48 ~~definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any~~  
49 ~~mortgage executed by or in favor of DECLARANT, or which encumbers any portion of the~~  
50 ~~SUBJECT PROPERTY which is owned by DECLARANT, whether or not such holder would~~  
51 ~~otherwise be considered an INSTITUTIONAL LENDER, and notwithstanding any thing~~  
52 ~~contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights~~  
53 ~~and protections granted to first mortgagees hereunder, whether or not such mortgage is a first~~  
54 ~~mortgage.~~

55  
56 1.12 LOT means any parcel of land located within the SUBJECT PROPERTY,  
57 which has been ~~or is intended to be~~ conveyed by DECLARANT to an OWNER and which  
58 contains ~~or is intended to contain~~ a UNIT, and shall include any UNIT constructed upon the  
59 LOT.

60  
61 1.13 OWNER means the record owner(s) of the fee title to a LOT.  
62

1           1.14 PERSON means an individual, corporation, partnership, trust, or any other  
2 legal entity.

3           1.15 SUBJECT PROPERTY means all of the property subject to this  
4 DECLARATION from time to time, which initially is the property described in Exhibit "A"  
5 attached hereto, and includes any UNITS or improvements constructed thereon.  
6

7           1.16 UNIT means the residential dwelling constructed upon a LOT.

8           1.17 MASTER ASSOCIATION shall mean Pinebrook South Homeowners'  
9 Association Inc.  
10

11           2. ASSOCIATION. In order to provide for the administration of the SUBJECT  
12 PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws  
13 of the State of Florida.  
14

15           2.01 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "B".  
16 No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and  
17 this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as  
18 specifically provided herein.  
19

20           2.02 BYLAWS. A copy of the BYLAWS is attached as Exhibit "C". No  
21 amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this  
22 DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as  
23 specifically provided herein.  
24

25           2.03 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the  
26 powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition,  
27 the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of  
28 the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT  
29 PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.  
30

31           2.04 Approval or Disapproval of Matters. Whenever the decision of the  
32 OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION  
33 meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS,  
34 except as otherwise provided herein.  
35

36           2.05 Acts of the ASSOCIATION. Unless the approval or action of the  
37 OWNERS and/or a certain specific percentage of the BOARD is specifically required by this  
38 DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions  
39 required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the  
40 BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through  
41 the proper officers of the ASSOCIATION without a specific resolution. When an approval or  
42 action of the ASSOCIATION is permitted to be given or taken, such action or approval may be  
43 conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may  
44 refuse to take or give such action or approval without the necessity of establishing the  
45 reasonableness of such conditions or refusal, except as herein specifically provided to the  
46 contrary.  
47

48           2.06 Management and Service Contracts. The ASSOCIATION shall have the  
49 right to contract for professional management or services on such terms and conditions as the  
50 BOARD deems desirable in its sole discretion, provided, however, that any such contract shall  
51 not exceed (3) years and shall be terminable by either party without cause and without payment  
52 of a termination or penalty fee on ninety (90) days or less written notice.  
53

54           2.07 Membership. All LOT OWNERS shall be members of the  
55 ASSOCIATION. Membership shall be established, and transferred, as provided by the  
56 ARTICLES and BYLAWS.  
57

58           2.07.01 RESIDENT MEMBER. The OWNER of a LOT/UNIT has  
59 the right to appoint one person residing in his/her/their household as a RESIDENT-MEMBER of  
60 the ASSOCIATION by written notice to the ASSOCIATION Secretary. The RESIDENT-  
61  
62

1 MEMBER shall have the same rights and privileges (except for the power to appoint a  
2 RESIDENT-MEMBER) as the OWNER making the appointment. This appointment shall  
3 remain in effect until the OWNER making it rescinds it by written notice to the ASSOCIATION  
4 Secretary, or the person who made the appointment is no longer a member of the  
5 ASSOCIATION.

6  
7 Reference hereafter to MEMBERS in the Covenants and the BYLAWS also means  
8 RESIDENT-MEMBERS.

9  
10 2.08 OWNERS Voting Rights. The votes of the OWNERS shall be established  
11 and exercised as provided in the ARTICLES and BYLAWS.

12  
13 3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

14  
15 3.01 Conveyance of COMMON AREAS to ASSOCIATION.

16  
17 3.01.01 By DECLARANT. DECLARANT ~~has~~ ~~shall have the right~~  
18 ~~to convey conveyed~~ title to ~~any property~~ all the SUBJECT PROPERTY owned by it, ~~and or~~ any  
19 easement or interest therein, to the ASSOCIATION as COMMON AREA, and the  
20 ASSOCIATION ~~shall be required to accept~~ has accepted such conveyance. ~~This Any such~~  
21 conveyance ~~shall be was~~ effective with the upon recording of the deed or instrument of  
22 conveyance in the public records of the county where the SUBJECT PROPERTY is located.

23  
24 3.01.02 By Any Other PERSON. Any other PERSON may also  
25 convey title to any property owned by such PERSON, or any easement or interest therein, to the  
26 ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept  
27 any such conveyance, and no such conveyance shall be effective to impose any obligation for the  
28 maintenance, operation or improvement of any such property upon the ASSOCIATION, unless  
29 the BOARD expressly accepts the conveyance by executing the deed or other instrument of  
30 conveyance or by recording a written acceptance of such conveyance in the public records of the  
31 county in which the SUBJECT PROPERTY is located.

32  
33 3.02 Use and Benefit. All COMMON AREAS shall be held by the  
34 ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents  
35 of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any  
36 mortgage encumbering any PROPERTY from time to time, and any other persons authorized to  
37 use the COMMON AREAS or any portion thereof by ~~DECLARANT or~~ the ASSOCIATION, for  
38 all proper and reasonable purposes and uses for which the same are reasonably intended, subject  
39 to the terms of this DECLARATION, subject to the terms of any easement, restriction,  
40 reservation or limitation of record affecting the COMMON AREA or contained in the deed or  
41 instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and  
42 regulations adopted by the ASSOCIATION. An easement and right for such use is hereby  
43 created in favor of all OWNERS, appurtenant to the title to their PROPERTY.

44  
45 3.03 Grant and Modification of Easements. The ASSOCIATION shall have the  
46 right to grant, modify or terminate easements over, under, upon, and/or across any property  
47 owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate  
48 existing easements in favor of the ASSOCIATION.

49  
50 3.04 Additions, Alterations or Improvements. The ASSOCIATION shall have  
51 the right to make additions, alterations or improvements to the COMMON AREAS, and to  
52 purchase any personal property, as it deems necessary or desirable from time to time, provided,  
53 however, that the approval of two-thirds (2/3) of the votes of the OWNERS shall be required for  
54 any addition, alteration, or improvement or any purchase of personal property, exceeding a sum  
55 equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the  
56 MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum  
57 equal to two (2) month's ASSESSMENTS for COMMON EXPENSES payable by all of the  
58 OWNERS. The foregoing approval shall in no event be required with respect to expenses  
59 incurred in connection with the maintenance, repair or replacement of existing COMMON  
60 AREAS, or any existing improvements or personal property associated therewith. The cost and  
61 expense of any such additions, alterations or improvements to the COMMON AREAS, or the  
62 purchase of any personal property, shall be a COMMON EXPENSE. ~~In addition, so long as~~

1 ~~DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the~~  
2 ~~right to make any additions, alterations or improvements to the COMMON AREAS as may be~~  
3 ~~desired by DECLARANT in its sole discretion from time to time at DECLARANT's expense.~~

4  
5 3.05 Utilities. The ASSOCIATION shall pay for all utility services for the  
6 COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a  
7 COMMON EXPENSE.

8  
9 3.06 Taxes. The ASSOCIATION shall pay all real and personal property taxes  
10 and assessments for any property owned by the ASSOCIATION, as a COMMON EXPENSE.

11  
12 3.07 Insurance. The ASSOCIATION shall purchase insurance as a COMMON  
13 EXPENSE as follows:

14  
15 3.07.01 Hazard Insurance protecting against loss or damage by fire  
16 and all other hazards that are normally covered by the standard extended coverage endorsement,  
17 and all other perils customarily covered for similar types of projects, including those covered by  
18 the standard all-risk endorsement, covering 100% of the current replacement cost of all  
19 COMMON AREAS and property owned by the ASSOCIATION, if commercially feasible. The  
20 ASSOCIATION shall not use hazard insurance proceeds for any purpose other than the repair,  
21 replacement or reconstruction of any damaged or destroyed property without the approval of at  
22 least two-thirds (2/3) of the votes of the OWNERS. Any hazard insurance purchased by the  
23 ASSOCIATION shall not include any UNIT, or any improvement constructed upon a LOT by  
24 any OWNER. It is each Lot owner(s) responsibility (by purchase of insurance or other means) to  
25 insure that in the event any improvement on his/her/their LOT is damaged or destroyed due to  
26 fire, flood, wind or other casualty, the damaged improvement will be restored, repaired or rebuilt  
27 to the condition the improvement was in immediately prior to such damage or destruction. At  
28 the discretion of the LOT owner(s), landscape bushes, plants and trees may be replaced with  
29 nursery-size stock rather than with bushes, plants and trees of the size immediately prior to such  
30 damage or destruction.

31  
32 3.07.02 Comprehensive General Liability Insurance protecting the  
33 ASSOCIATION from claims for bodily injury, death or property damage providing for coverage  
34 of at least \$1,000,000 for each single occurrence.

35  
36 3.07.03 Blanket Fidelity Bonds for anyone who handles or is  
37 responsible for funds held or administered by the ASSOCIATION or any managing agent, which  
38 coverage shall be at least equal to the sum of three (3) months assessments on all units plus  
39 reserve funds.

40  
41 3.07.04 Such other insurance as may be desired by the  
42 ASSOCIATION, such as flood insurance, errors and omissions insurance, workman's  
43 compensation insurance, or any other insurance.

44  
45  
46 3.07.05 All insurance purchased by the ASSOCIATION must  
47 include a provision requiring at least ten (10) days written notice to the ASSOCIATION before  
48 the insurance can be canceled or the coverage reduced for any reason.

49  
50 3.07.06 Any deductible or exclusion under the policies shall be a  
51 COMMON EXPENSE and shall not exceed \$2,500 or such other sum as is approved by the  
52 OWNERS.

53  
54 3.07.07 Upon request, each INSTITUTIONAL LENDER shall have  
55 the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and  
56 shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL  
57 LENDER before any insurance can be canceled or the coverage reduced for any reason. Each  
58 INSTITUTIONAL LENDER shall have the right upon notice to the ASSOCIATION to review  
59 and approve, which approval shall not be unreasonably withheld, the form, content, issuer,  
60 coverage and deductibles of all insurance purchased by the ASSOCIATION, and to require the  
61 ASSOCIATION, to purchase insurance complying with the reasonable and customary  
62 requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the

1 INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding  
2 mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

3  
4 3.08 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any  
5 utilities, taxes or assessments or insurance premiums which are not paid by the ASSOCIATION  
6 when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed  
7 immediate reimbursement therefor from the ASSOCIATION, plus interest and any cost of  
8 collection, including attorneys' fees.

9  
10 3.09 Damage or Destruction. In the event any improvement within any  
11 COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason,  
12 the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as  
13 a "repair") the damaged improvement to the condition the improvement was in immediately prior  
14 to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the  
15 OWNERS. Any excess cost of repairing any improvement over insurance proceeds payable on  
16 account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION  
17 shall have the right to make a special ASSESSMENT for any such expense.

18  
19 3.10 Maintenance of Property by the ASSOCIATION.

20  
21 3.10.01 COMMON AREAS. The ASSOCIATION shall maintain  
22 all COMMON AREAS and property owned by the ASSOCIATION, and all improvements  
23 thereon, in good condition at all times. If pursuant to any easement the ASSOCIATION is to  
24 maintain any improvement within any property, then the ASSOCIATION shall maintain such  
25 improvement in good condition at all times. The ASSOCIATION shall maintain and operate the  
26 surface water management system in compliance with all permit conditions of the Florida  
27 Administrative Code (Chapter 40D-4).

28  
29 3.10.02 Landscaping.

30  
31 3.10.02.01 COMMON AREAS. The ASSOCIATION shall  
32 maintain the grass areas of all the COMMON AREAS including but not limited to mowing,  
33 trimming, fertilizing, and insect and disease control. In addition the ASSOCIATION shall  
34 promptly remove all excessive weeds, underbrush or unsightly growth. The ASSOCIATION  
35 shall maintain all bushes, shrubs, flowers, hedges and trees of all COMMON AREAS, including  
36 but not limited to trimming, fertilizing, and insect and disease control. Trees will be trimmed as  
37 appropriate for that species. ~~In connection, therewith, the~~ The ASSOCIATION shall also  
38 maintain the sprinkler systems on the COMMON AREAS and be responsible for the metered  
39 sprinkler water costs thereof.

40  
41 3.10.02.02 UNIT OWNER LOTS. On all LOTS the ~~The~~  
42 ASSOCIATION shall be responsible for the mowing, trimming, fertilizing, mulching, and insect  
43 and disease control of all the grass areas ~~of all LOTS~~; and the removal of all excessive weeds,  
44 underbrush or unsightly growth. The ASSOCIATION shall also be responsible for the trimming,  
45 fertilizing, mulching, and insect and disease control of all bushes, shrubs, hedges, foundation  
46 plants and trees except flower beds and fruit trees which are the responsibility of the LOT  
47 OWNER(s). The ASSOCIATION shall be responsible for keeping the sprinkler systems for all  
48 LOTS in good operating condition. This shall include but not be limited to the repair, upkeep  
49 and replacement of the underground water pipes, control valves, the master control unit, sprinkler  
50 heads, relocation of sprinkler heads and the like required to maintain good water coverage. The  
51 LOT OWNER(s) is/are responsible for the metered sprinkler water cost on his/her/their LOT.

52  
53 On each LOT the ASSOCIATION shall promptly remove and replace all dead or diseased sod,  
54 bushes, shrubs, hedges and foundation plants. At the sole discretion of the ASSOCIATION, the  
55 replacement in grass areas may be with sod or plugs and the replacement of bushes, shrubs,  
56 hedges, and foundation plants may be with nursery-size stock (consistent in size with that  
57 originally planted during construction) rather than with bushes, shrubs, hedges and foundation  
58 plants of the size as those removed.

59  
60 Trees on LOTS are included in the ASSOCIATION's responsibility for trimming, fertilizing,  
61 mulching, and insect and disease control. Trees will be trimmed as appropriate for that species.  
62 However, the removal and replacement of trees for any reason on LOTS and all costs associated

1 therewith are the responsibility of the LOT OWNER(s). At the sole discretion of the LOT  
2 OWNER(s), the replacement tree may be nursery-size or larger. These above actions are subject  
3 to Article 5.23.01 of this DECLARATION.  
4  
5

6 ~~3.10.03 UNIT Roofs and Exterior Painting. The ASSOCIATION~~  
7 ~~shall perform periodic exterior wall painting and roof cleaning and maintenance of all UNITS.~~  
8 ~~Such maintenance shall include regular periodic maintenance as is necessitated from time to time~~  
9 ~~by ordinary wear and tear, and any special or extraordinary maintenance required due to the~~  
10 ~~action of any OWNER, or the residents of any UNIT, or their guests or invitees. The OWNER of~~  
11 ~~each UNIT shall be responsible for the cost of such maintenance to the UNIT and shall be~~  
12 ~~assessed for such cost by the ASSOCIATION.~~  
13

14 3.10.043 Other Property. In addition to the foregoing, the  
15 ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any  
16 property which is not owned by the ASSOCIATION if the BOARD, in its sole discretion,  
17 determines that the operation and/or maintenance of such property by the ASSOCIATION would  
18 be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where  
19 applicable the ASSOCIATION shall so notify any OWNER otherwise responsible for such  
20 operation or maintenance, and thereafter such property shall be operated and/or maintained by  
21 the ASSOCIATION and not by the OWNER, until the BOARD determines no longer to assume  
22 the obligation to operate and/or maintain such property and so notifies the appropriate OWNER  
23 in writing. Without limitation, the ASSOCIATION shall have the right to assume the obligation  
24 to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT  
25 PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs,  
26 entrance features, or other improvements, in or within 40 feet of any public road right-of-ways  
27 within or contiguous to the SUBJECT PROPERTY. To the extent the ASSOCIATION assumes  
28 the obligation to operate and/or maintain any PROPERTY which is not owned by the  
29 ASSOCIATION, the ASSOCIATION shall have an easement and right to enter upon such  
30 PROPERTY in connection with the operation in or maintenance of same, and no such entry shall  
31 be deemed a trespass. Such assumption by the ASSOCIATION of the obligation to operate  
32 and/or maintain any property which is not owned by the ASSOCIATION may be evidenced by a  
33 supplement to this DECLARATION, or by a written document recorded in the public records of  
34 the county in which the SUBJECT PROPERTY is located, and may be made in connection with  
35 an agreement with any OWNER, ~~the DECLARANT,~~ or any governmental authority otherwise  
36 responsible for such operation or maintenance, and pursuant to any such document the operation  
37 and/or maintenance of any property may be made a permanent obligation of the ASSOCIATION.  
38 The ASSOCIATION may also enter into agreements with any other PERSON, or any  
39 governmental authority, to share in the maintenance responsibility of any property if the  
40 BOARD, in its sole and absolute discretion, determines this would be in the best interest of the  
41 OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any resident of any UNIT, or  
42 their guests or invitees, damages any COMMON AREA or any improvement thereon, the UNIT  
43 OWNER of such UNIT shall be liable to the ASSOCIATION for the cost of repair or restoration  
44 to the extent not covered by the Association's insurance.  
45

46 3.10.054 Common Expense. All maintenance performed by the  
47 ASSOCIATION as hereinabove provided shall be a COMMON EXPENSE. ~~—except as set forth~~  
48 ~~in Section 3.10.03.~~  
49

50 3.11 Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not  
51 abandon, partition, subdivide, encumber, sell or transfer any COMMON AREA owned by the  
52 ASSOCIATION without the approval of at least 2/3 of the votes of the OWNERS, ~~excluding~~  
53 ~~DECLARANT.~~ Notwithstanding the foregoing, as to any portion of any COMMON AREA that  
54 ~~is unimproved and is to consist of landscaped open area around future UNITS not yet~~  
55 ~~constructed, if DECLARANT changes the location of any future UNITS such that a portion of~~  
56 ~~the COMMON AREA would be within a relocated LOT, then the ASSOCIATION shall have the~~  
57 ~~right without the approval of the OWNERS to convey such area to DECLARANT, and in~~  
58 ~~connection therewith, DECLARANT shall convey to the ASSOCIATION any area which was~~  
59 ~~formerly intended to be a LOT which is, due to the relocation of any LOT, then intended to be a~~  
60 ~~COMMON AREA.~~ If ingress or egress to any PROPERTY is through any COMMON AREA,  
61 any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant

1 easement for ingress and egress in favor of the OWNER(s) of such PROPERTY, unless  
2 alternative ingress and egress is provided to the OWNER(s).  
3

4 4. EASEMENTS. Each of the following easements are hereby created, which shall  
5 run with the land and, notwithstanding any of the other provisions of this DECLARATION, may  
6 not be substantially amended or revoked in such a way as to unreasonably interfere with proper  
7 and intended use and purposes, and each shall survive the termination of this DECLARATION.  
8

9 4.01 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian  
10 traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to  
11 time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and  
12 vehicular traffic and parking over, through, across and upon such portion of the COMMON  
13 AREAS as may from time to time be paved and intended for such purposes, same being for the  
14 use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their  
15 mortgagees, and their guests and invitees.  
16

17 4.02 Perpetual Nonexclusive Easement in COMMON AREAS. The  
18 COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual  
19 nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT  
20 PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes  
21 and for the furnishing of services and facilities for which the same are reasonably intended.  
22

23 4.03 Service and Utility Easements. Easements in favor of governmental and  
24 quasi-governmental authorities, utility companies, cable television companies, ambulance or  
25 emergency vehicle companies, and mail carrier companies, over and across all roads existing  
26 from time to time with the SUBJECT PROPERTY, and over, under, on and across the  
27 COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and  
28 employees, to provide their respective authorized services to and for the SUBJECT PROPERTY.  
29 Also, easements as may be required for the installation, maintenance, repair and providing of  
30 utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY,  
31 including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage,  
32 television antenna and cable television facilities, and electronic security. However, easements  
33 affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be for  
34 utility services actually constructed, or reconstructed, and for the maintenance thereof, unless  
35 otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his  
36 LOT which interferes with or impairs the utility services using these easements. The BOARD or  
37 its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or  
38 replace the utility service facilities contained under the LOT and to remove any improvements  
39 interfering with or impairing the utility services or easement herein reserved; provided such right  
40 of access shall not unreasonably interfere with the OWNER's permitted use of the LOT and,  
41 except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to  
42 the OWNER.  
43

44 4.04 Service and Maintenance Easement. If any UNIT is located within 4 feet  
45 of the boundary line of any LOT, the OWNER of such LOT shall have an easement into the  
46 contiguous LOT or COMMON AREA, as the case may be, which easement shall be 4 feet from  
47 the UNIT, for the purpose of servicing and maintaining the UNIT. The OWNER of such UNIT  
48 shall not be liable for any damage or destruction to any landscaping or improvements within any  
49 such easement area which is caused in connection with the reasonable maintenance and servicing  
50 of his UNIT. In addition, the ASSOCIATION shall have an easement upon all LOTS, as may be  
51 reasonably required to perform the maintenance and other obligations of the ASSOCIATION as  
52 provided in this DECLARATION.  
53

54 4.05 Encroachments. If any portion of the COMMON AREAS encroaches  
55 upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any  
56 portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i)  
57 construction or reconstruction of any improvements; (ii) settling or shifting of any  
58 improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with  
59 the consent of the ASSOCIATION, (iv) any repair or restoration of any improvements (or any  
60 portion thereof) or any UNIT after damage by fire or other casualty or any taking by  
61 condemnation or eminent domain proceedings of all or any portion of any UNIT or the  
62 COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as

1 may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such  
2 encroachment and for the maintenance of the same so long as the improvements shall stand.  
3

4 4.06 Easements for overhanging troughs or gutters, downspouts and the  
5 discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the  
6 COMMON AREAS.  
7

8 4.07 Additional Easements. ~~DECLARANT (so long as it owns any LOT) and~~  
9 ~~the~~ The ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right  
10 to (i) grant and declare additional easements over, upon, under and/or across the COMMON  
11 AREAS in favor of ~~DECLARANT~~ the ASSOCIATION, or any person, entity, public or  
12 quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing  
13 easements benefiting or affecting the SUBJECT PROPERTY. In connection with the grant,  
14 modification, relocation, abandonment or termination of any easement, ~~DECLARANT~~ the  
15 ASSOCIATION reserves the right to relocate roads, parking areas, utility lines, and other  
16 improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not  
17 unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of  
18 any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and  
19 adversely interfere with the use of any LOT for dwelling purposes, only the consent of the  
20 OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the  
21 extent required, all OWNERS hereby irrevocably appoint ~~DECLARANT~~ and/or the  
22 ASSOCIATION as their attorney-in-fact for the foregoing purposes.  
23

24  
25 ~~4.08 Sale and Development Easement. DECLARANT reserves and shall have~~  
26 ~~an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably~~  
27 ~~required in connection with the development, construction, sale and promotion, or leasing, or any~~  
28 ~~LOT or UNIT within the SUBJECT PROPERTY or within any other property owned by~~  
29 ~~DECLARANT.~~  
30

## 31 5. USE RESTRICTIONS.

32  
33 5.01 One UNIT Per LOT. Only one UNIT shall be constructed on any LOT,  
34 which shall comply with the following minimum standards.  
35

36 5.01.01 Minimum Size. All UNITS shall have a minimum of 1,200  
37 square feet of living area, exclusive of garage, patios or porches.  
38

39 5.01.02 Maximum Height. The maximum height of any UNIT shall  
40 be 30 feet above the front street elevation. The finish floor elevations are to be a minimum of 16  
41 inches above the crown of the road.  
42

43 5.01.03 Minimum Set-Back. Any UNIT shall be set-back a  
44 minimum of 15 feet from the front lot line, and 5 feet from the side and 10 feet from the rear of  
45 the LOT, unless otherwise approved by the ASSOCIATION ~~or DECLARANT.~~  
46

47 5.01.04 Garages. All garages shall be for 2 cars and equipped with  
48 automatic garage door openers. Driveways and side walks shall be constructed of concrete.  
49

50 5.01.05 Roofs. All roofs shall be of cement tile.  
51

52 5.02 OCCUPANCY. No UNIT shall be permanently occupied by more than  
53 two (2) persons for each bedroom in the UNIT. In addition, temporary guests are permitted so  
54 long as they do not create an unreasonable source of noise or annoyance to the other residents of  
55 the SUBJECT PROPERTY.  
56

57 5.03 No Trade or Business. No trade, business, profession, or commercial  
58 activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT  
59 PROPERTY or within any LOT or UNIT. The foregoing shall not prohibit any OWNER from  
60 leasing his UNIT.  
61

1           5.04 Sales and Leases. All leases of a UNIT must be in writing and specifically  
2 be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to  
3 the ASSOCIATION prior to occupancy by the Tenant(s). No Lease shall be for a period of less  
4 than one month.

5  
6           5.05 Outside Storage of Personal Property. The personal property of any  
7 resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT, and no personal  
8 property may be stored on the exterior of any UNIT.

9  
10          5.06 Portable Buildings/Fences. No portable, storage, temporary or accessory  
11 buildings or structures, or tents, shall be erected, constructed or located upon any LOT for  
12 storage or otherwise. No fences are allowed on any LOT.

13  
14          5.07 Garbage and Trash. Each OWNER shall regularly pick up all garbage,  
15 trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse, or rubbish that is  
16 required to be placed at the front of the LOT in order to be collected may be placed and kept at  
17 the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any  
18 trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must  
19 be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities  
20 shall be stored inside a UNIT or ~~fenced-in area~~ and screened from view and kept in a clean and  
21 sanitary condition. No noxious or offensive odors shall be permitted.

22  
23          5.08 Vehicles. ~~Only automobiles;~~ Automobiles, vans, small pickup trucks, and  
24 other vehicles manufactured and used as private passenger vehicles, may be parked within the  
25 SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION. ~~or~~  
26 ~~unless kept within an enclosed garage.~~ In particular and without limitation, no vehicle shall be  
27 parked outside a UNIT overnight without the prior written consent of the ASSOCIATION if  
28 commercial lettering or signs are painted on or affixed to the vehicle, or if commercial equipment  
29 is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or  
30 other than a private passenger vehicle as specified above. Notwithstanding the foregoing,  
31 automobiles owned by governmental law enforcement agencies are expressly permitted. The  
32 foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial  
33 vehicles while making delivery to or from, or while used in connection with providing services to  
34 the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in  
35 good condition, and no vehicle which is unlicensed or which cannot operate on its own power  
36 shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of  
37 any vehicle shall be made on the SUBJECT PROPERTY. Parking shall ~~only~~ be permitted upon  
38 driveways and other paved surfaces or within garages, but parking shall not be permitted upon  
39 grassy areas. Motorcycles are not permitted except with the prior written consent of the  
40 ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be  
41 equipped with appropriate noise muffling equipment so that the operation of same does not  
42 create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

43  
44  
45  
46          5.09 Pets. No animals, livestock or poultry of any kind shall be permitted  
47 within the SUBJECT PROPERTY except for common household domestic pets. Any pet must  
48 be carried or kept on a leash when outside of a UNIT. No pet shall be kept outside of a UNIT, or  
49 in any screened porch or patio, unless someone is present in the UNIT. Any pet must not be an  
50 unreasonable nuisance, ~~or annoyance~~ or danger to other residents of the SUBJECT PROPERTY.  
51 No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The  
52 ASSOCIATION may require any pet to be immediately and permanently removed from the  
53 SUBJECT PROPERTY due to a violation of this paragraph.

54  
55 Notwithstanding the above, prior to making any decision regarding any pet residing in the  
56 SUBJECT PROPERTY, the BOARD upon receiving a written complaint regarding a pet residing  
57 within the SUBJECT PROPERTY, shall afford the OWNER or tenant an opportunity for a  
58 hearing after reasonable notice to the OWNER or tenant of not less than 14 days. This notice  
59 shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the  
60 provisions of the DECLARATION or BYLAWS which have allegedly been violated, and (iii) a  
61 short and plain statement of the reasons asserted by the complaint for the pet to be removed. The  
62 OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide

1 written and oral argument on all issues involved and shall have an opportunity at the hearing to  
2 review, challenge and respond to any material in the written complaint to the BOARD that is to  
3 be considered in the hearing. At the hearing, the BOARD shall conduct a reasonable inquiry to  
4 determine whether the alleged violation in fact occurred, and the BOARD is to act as an impartial  
5 jury with the burden of proof resting upon the person making the written complaint. If the  
6 BOARD so determines, it may require that the pet be removed from the SUBJECT PROPERTY  
7 by written notice to the OWNER or tenant. If the OWNER or tenant fails to attend the hearing as  
8 set by the BOARD, unless for reasons beyond the control of the OWNER or tenant, the OWNER  
9 or tenant shall be deemed to have admitted the allegations contained in the notice to the OWNER  
10 or tenant; however, if the OWNER or tenant failed to attend the scheduled hearing for reasons  
11 beyond the control of the OWNER or tenant, a new hearing shall be scheduled by the BOARD as  
12 specified above.

13  
14       5.10 Landscaping. On each LOT the ASSOCIATION shall be responsible for  
15 mowing, trimming, fertilizing, mulching, and insect and disease control of all grass areas, and  
16 trimming, fertilizing, mulching, and insect and disease control of all bushes, shrubs, hedges,  
17 foundation plants and trees, except for flower beds and fruit trees (the latter not to be planted in  
18 front yards), and on any contiguous property between each LOT and the pavement edge of any  
19 abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping  
20 plans approved by the ASSOCIATION. All landscaped areas shall be primarily sodded with  
21 grass, and shall not be paved or covered with gravel or any artificial surface.

22  
23 ~~On each LOT the ASSOCIATION shall promptly remove and replace all dead or diseased sod,~~  
24 ~~bushes, shrubs, hedges and foundation plants. At the sole discretion of the ASSOCIATION, the~~  
25 ~~replacement in grass areas may be with sod or plugs and the replacement of bushes, shrubs,~~  
26 ~~hedges, and foundation plants may be with nursery-size stock (consistent in size with that~~  
27 ~~originally planted during construction) rather than with bushes, shrubs, hedges and foundation~~  
28 ~~plants of the size as those removed.~~

29  
30 ~~Trees on LOTS are included in the ASSOCIATION's responsibility for trimming, fertilizing,~~  
31 ~~mulching, and insect and disease control. However, the removal and replacement of trees for any~~  
32 ~~reason on LOTS and all costs associated therewith are the responsibility of the LOT OWNER(s).~~  
33 ~~At the sole discretion of the LOT OWNER(s), the replacement tree may be nursery-size or larger.~~  
34 ~~These above actions are subject to Article 5.23.01 of this DECLARATION.~~

35  
36 ~~The ASSOCIATION shall promptly remove all excessive weeds, underbrush or unsightly~~  
37 ~~growth. No artificial grass, plants, or other artificial vegetation shall be placed or maintained~~  
38 ~~upon the exterior of any LOT. No OWNER shall install or maintain any landscaping on any~~  
39 ~~portion of the LOT maintained by the ASSOCIATION pursuant to Article 3.10 of this~~  
40 ~~DECLARATION without the prior written consent of the BOARD of DIRECTORS. Not~~  
41 ~~withstanding the foregoing, an OWNER may plant flower beds and fruit trees. No fruit trees are~~  
42 ~~permitted closer to the front lot line than the rear of the home situated upon the LOT.~~  
43 ~~OWNER(s) are solely responsible for the maintenance, repair and replacement of all flower beds~~  
44 ~~and fruit trees planted pursuant to this section, all of which shall be maintained in a neat,~~  
45 ~~attractive and first-class appearance.~~

46  
47  
48       5.11 Maintenance. Each OWNER shall maintain his UNIT and all  
49 improvements upon his LOT in first class condition at all times, except any portions thereof to be  
50 maintained by the ASSOCIATION as provided in Paragraph 3.10 of this DECLARATION. The  
51 exterior of all UNITS including but not limited to roofs, walls, windows, patio areas, pools,  
52 screenings, and awnings shall be maintained in first class condition and repair and in a neat and  
53 attractive manner. All exterior painted areas shall be painted as reasonably necessary with colors  
54 which match the color scheme and which are harmonious with other UNITS, and no excessive  
55 rust deposits on the exterior of any UNIT, peeling of paint or discoloration of same shall be  
56 permitted. No OWNER shall change the exterior color of his UNIT without the consent of the  
57 ASSOCIATION. All sidewalks, driveways and parking areas within the OWNER's LOT or  
58 servicing the OWNER's UNIT shall be cleaned and kept free of debris; damaged and/or eroding  
59 areas of same shall be repaired, replaced and/or resurfaced as necessary. Any extraordinary  
60 maintenance required due to actions of any OWNER, or the residents of any UNIT, or their  
61 guests or invitees can be performed by the ASSOCIATION and the cost of such maintenance to  
62 the UNIT shall be assessed to the OWNER of the UNIT.

1  
2  
3                   5.11.01 Exterior Painting. All exterior areas shall be painted, with  
4 the approval of the ASSOCIATION, as reasonably necessary with colors which match the color  
5 scheme and are harmonious with other UNITS, and no excessive rust deposits on the exterior of  
6 any UNIT, peeling of paint, or discoloration of same shall be permitted. No OWNER shall  
7 change the exterior color of his UNIT without the consent of the ASSOCIATION.

8  
9                   5.11.02 Roof Cleaning. All roofs shall be cleaned as reasonably  
10 necessary.

11  
12           5.12 Air Conditioning Units. Only central air conditioning units are permitted,  
13 and no window, wall, or portable air conditioning units are permitted.

14  
15           5.13 Clotheslines and Outside Clothes Drying. No clotheslines or clothes poles  
16 shall be erected, and no outside clothes-drying is permitted, except where such activity is advised  
17 or mandated by governmental authorities for energy conservation purposes, in which event the  
18 ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor  
19 clothes-drying purposes and the types of devices to be employed in this regard, which approval  
20 must be in writing.

21  
22           5.14 Nuisances. No nuisances shall be permitted within the SUBJECT  
23 PROPERTY, and no use or practice which is an unreasonable source of annoyance to the  
24 residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession  
25 and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No  
26 unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and  
27 regulations of all controlling governmental authorities shall be complied with at all times by the  
28 OWNERS.

29  
30           5.15 Outside antennas. No outside signal receiving or sending antennas, dishes  
31 or devices are permitted. The foregoing shall not prohibit OWNERS from maintaining satellite  
32 dish antennas that are one (1) meter in diameter or less for the reception of video programming or  
33 any antenna or signal receiving dish owned by the ASSOCIATION which services the entire  
34 SUBJECT PROPERTY.

35  
36  
37           5.16 Post Light, Identification Signs and House Numbers. Post lights  
38 controlled by a photocell are required on all LOTS in locations approved by the ASSOCIATION.  
39 In order to provide uniformity through the property, the ~~DECLARANT~~ ASSOCIATION may  
40 promulgate design standards and specifications to be used for all post lights, identification signs,  
41 and house numbers.

42  
43           5.17 Further Subdivision. No LOTS shall be further subdivided without the  
44 prior written consent of the ASSOCIATION if same would result in the creation of more LOTS  
45 than before such resubdivision. Notwithstanding the foregoing, portions of a LOT may be  
46 conveyed to the OWNER(s) of contiguous LOT(s), in order to increase the size of the contiguous  
47 LOT(s), so long as any remaining portion of the divided LOT not so conveyed is independently  
48 useful for the construction of a UNIT that complies with the requirements of this  
49 DECLARATION.

50  
51           5.18 Garbage Containers, Water Softeners, Gas Tanks, Air Conditioners. All  
52 garbage and refuse containers, air conditioning units, water softeners and all permanently affixed  
53 swimming pool equipment and housing shall be screened or walled so that they shall be  
54 substantially concealed or hidden from any eye-level view from any street or adjacent property.  
55 Propane gas tanks shall be installed underground.

56  
57           5.19 Signs. No signs shall be placed upon any LOT, and no signs shall be  
58 placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior  
59 written consent of the ASSOCIATION. However, "House for Sale" signs, which size shall not  
60 exceed 9-inches by 12-inches, shall be permitted. ~~DECLARANT may maintain signs of any type~~  
61 ~~and size for any purpose during the period construction on any portion of the SUBJECT~~  
62 ~~PROPERTY.~~ Signs required by the City of Venice or traffic signs shall be allowed.

1  
2           5.20 Window Treatments. Window treatments shall consist of drapery, blinds,  
3 decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets  
4 or other temporary window treatments are permitted, except for periods not exceeding one (1)  
5 week after an OWNER of tenant first moves into a UNIT or when permanent window treatments  
6 are being cleaned or repaired.

7  
8           5.21 Boats. No boats shall be kept or stored outside of any UNIT.

9  
10           5.22 Surface Water Management. No OWNER or any other PERSON shall do  
11 anything to adversely affect the surface water management and drainage of SUBJECT  
12 PROPERTY without the prior written approval of the ASSOCIATION and any controlling  
13 governmental authority, including but not limited to the excavation or filling in of any lake or  
14 any portion of the SUBJECT PROPERTY, ~~provided the foregoing shall not be deemed to~~  
15 ~~prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by~~  
16 ~~DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance~~  
17 ~~with permits issued by controlling governmental authorities.~~

18  
19           5.23 Architectural Control for Exterior Changes.

20  
21                   5.23.01 OWNER to Obtain Approval. COMMON AREAS: No  
22 OWNER shall make, install, place, or remove any building, fence, wall, patio area, pool, spa,  
23 landscaping, or any other alteration, addition, improvement, or change of any kind or nature to, in  
24 or upon any portion of the COMMON AREAS unless the OWNER first obtains the written  
25 approval of the ASSOCIATION to the same.

26  
27 OWNER's LOT and UNIT: No OWNER shall make, install, place, or remove any building,  
28 fence, wall, patio area, pool, spa, landscaping except for flower beds and fruit trees, or any other  
29 alteration, addition, improvement, or change of any kind or nature to the OWNER's LOT, or the  
30 exterior of the OWNER's UNIT, unless the OWNER first obtains the written approval of the  
31 ASSOCIATION to the same, except that such approval shall not be required for replacements in  
32 preexisting landscape beds or any maintenance or repair which does not result in a material  
33 change in any improvement including the color of same.

34  
35                   5.23.02 ASSOCIATION's Consent. Any request by an OWNER  
36 for approval by the ASSOCIATION to any addition, alteration, improvement, or change shall be  
37 in writing and shall be accompanied by plans and specifications or other details as the  
38 ASSOCIATION may deem reasonably necessary in connection with its determination as to  
39 whether or not it will approve same. The ASSOCIATION shall have the right to charge a  
40 reasonable fee in connection with the approval of any request to pay for the cost of any architect  
41 or engineer hired by the ASSOCIATION to review any plans or specifications. Approval of any  
42 request shall not be withheld in a discriminatory manner or in a manner which unreasonably  
43 prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic  
44 considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by  
45 written notice within 30 days after request for such consent is made in writing to the  
46 ASSOCIATION, and in the event the ASSOCIATION fails to disapprove any request within  
47 such 30 day period, the consent shall be deemed approved and upon request the ASSOCIATION  
48 shall give written notice of such approval. In consenting to any plans or specification, the  
49 ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION  
50 consents to any plans and specifications, the OWNER may proceed to make the alteration,  
51 addition, improvement, or change in strict conformance with the plans and specifications  
52 approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION's  
53 approval.

54  
55                   5.23.03 No Liability. The ASSOCIATION shall not be liable to  
56 any OWNER in connection with the exercise or non-exercise of architectural control hereunder,  
57 or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore,  
58 any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a  
59 determination that such plans or specifications are complete or do not contain defects, or in fact  
60 meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact  
61 architecturally or aesthetically appropriate, or comply with any applicable governmental

1 requirements, and the ASSOCIATION shall not be liable for any deficiency, or any injury  
2 resulting from any deficiency, in such plans and specifications.  
3

4 5.23.04 Remedy for Violations. In the event this section is violated  
5 in that any alteration, addition, improvement, or change is made without first obtaining the  
6 approval of the ASSOCIATION, or is not made in strict conformance with any approval granted  
7 by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief  
8 to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or  
9 change in a manner which complies with the requirements of the ASSOCIATION, or the  
10 ASSOCIATION may pursue any other remedy available to it. In connection therewith, the  
11 ASSOCIATION shall have the right to enter onto any LOT and make any inspection necessary to  
12 determine that the provisions of this paragraph have been complied with. ~~Any action to enforce~~  
13 ~~this Section must be commenced within one year after the date of the violation.~~ The foregoing  
14 shall be in addition to any other remedy set forth herein for violations of this DECLARATION.  
15 Notwithstanding anything contained within this DECLARATION to the contrary, the  
16 ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.  
17

18  
19 5.23.05 Compliance with Governmental Requirements. In addition  
20 to the foregoing requirements, any alterations, addition, improvements, or changes made by an  
21 OWNER must be in compliance with the requirements of all controlling governmental  
22 authorities, and the OWNER shall be required to obtain an appropriate building permit from the  
23 applicable governmental authority when required by controlling governmental requirements.  
24 Any consent or approval by the ASSOCIATION to any addition, alteration, improvement, or  
25 change may be made conditioned upon the OWNER obtaining a building permit for same, or  
26 providing the ASSOCIATION written evidence from the controlling governmental authority that  
27 such permit will not be required, and in that event the OWNER shall not proceed with any  
28 addition, alteration, improvement, or change until such building permit or evidence that a  
29 building permit is not required is submitted to the ASSOCIATION. The retention pond and  
30 drainage swales to the pond shall require periodic inspection.  
31

32 ~~5.23.06 Architectural Control Vested in DECLARANT.~~  
33 ~~Notwithstanding the foregoing, so long as DECLARANT owns any LOT, architectural control~~  
34 ~~shall be vested in DECLARANT and not the ASSOCIATION, and during such period all~~  
35 ~~references contained in this subparagraph to the ASSOCIATION shall be deemed to refer to~~  
36 ~~DECLARANT, provided, however, that at any time DECLARANT may assign its rights of~~  
37 ~~architectural control to the ASSOCIATION by a written statement.~~  
38

39 5.24 Rules and Regulations. The ASSOCIATION may adopt additional  
40 reasonable rules and regulations relating to the use and maintenance of the SUBJECT  
41 PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the  
42 ASSOCIATION to any OWNER upon request.  
43

44 5.25 Waiver. The ASSOCIATION shall have the right to waive the application  
45 of one or more of these restrictions, or to permit a deviation from these restrictions, as to any  
46 LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or  
47 deviation. In the event of any such waiver or permitted deviation, or in the event any party fails  
48 to enforce any violation of these restrictions, such actions or inactions shall not be deemed to  
49 prohibit or restrict the right of the ASSOCIATION, or any other person having the right to  
50 enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS,  
51 nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same  
52 may be applied in the future. ~~Notwithstanding the foregoing, so long as DECLARANT owns any~~  
53 ~~LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION,~~  
54 ~~such consent shall be obtained from DECLARANT, and not from the ASSOCIATION, unless~~  
55 ~~DECLARANT voluntarily relinquishes this right at an earlier date.~~  
56

57 ~~5.26 Exceptions. The foregoing use and maintenance restrictions shall not~~  
58 ~~apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by~~  
59 ~~DECLARANT, or to any undeveloped PROPERTY, and shall not be applied in a manner which~~  
60 ~~would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the~~  
61 ~~construction of any UNITS, BUILDINGS and other improvements thereon, or any activity~~  
62 ~~associated with the sale or leasing of any UNITS, by DECLARANT or by the developer of any~~

1 ~~portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and~~  
2 ~~any developer(s) of any portion of the SUBJECT PROPERTY shall have the right to: (i)~~  
3 ~~construct any buildings or improvements within the SUBJECT PROPERTY, and make any~~  
4 ~~additions, alterations, improvements, or changes thereto, (ii) maintain customary and usual sales,~~  
5 ~~leasing, general office and construction operations on any PROPERTY; (iii) place, erect or~~  
6 ~~construct portable, temporary or accessory buildings or structures upon any PROPERTY for~~  
7 ~~sales, leasing construction, storage or other purposes; (iv) temporarily deposit, dump or~~  
8 ~~accumulate materials, trash, refuse and rubbish in connection with the development or~~  
9 ~~construction of any PROPERTY; (v) post, display, inscribe or affix to the exterior of a UNIT or~~  
10 ~~upon any PROPERTY, signs and other materials used in developing, constructing, selling or~~  
11 ~~promoting any PROPERTY; (vi) excavate fill from any lakes within and/or contiguous to the~~  
12 ~~SUBJECT PROPERTY by dredge or drag line, store fill on the SUBJECT PROPERTY; and (vii)~~  
13 ~~grow plants and trees upon the SUBJECT PROPERTY for later use and sell excess plants and~~  
14 ~~trees.~~

15  
16 5.276 Relationship with Master Association. All of the provisions of this  
17 instrument are in addition to and not in limitation of the terms of the Master Association. Where  
18 the terms hereof are more restrictive than but consistent with the Master Association covenants,  
19 all provisions hereof shall be binding. In the event of impossibility of compliance with both  
20 documents the terms of LAKESIDE WOODS shall control.

21  
22 6. ASSESSMENT FOR COMMON EXPENSES.

23  
24 6.01 Each OWNER of a LOT shall be responsible for the payment to the  
25 ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the  
26 OWNER, which amount shall be assessed to the OWNER as described below. In addition, each  
27 OWNER shall be responsible for the payment to the Association of any ASSESSMENTS owed  
28 by the prior OWNER, ~~except for any ASSESSMENTS owed by DECLARANT,~~ and except as  
29 provided in Paragraph 7.01.06 of this DECLARATION.

30  
31 6.02 Prior to the beginning of each fiscal year, the BOARD shall adopt a budget  
32 for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the  
33 ASSOCIATION during the fiscal year. The BOARD shall then establish the ASSESSMENT for  
34 COMMON EXPENSES for each LOT, and shall notify each OWNER in writing of the amount,  
35 frequency, and the due dates of the ASSESSMENT for COMMON EXPENSES. From time to  
36 time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised  
37 budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount,  
38 frequency, and/or due dates of the ASSESSMENT for COMMON EXPENSES. If the  
39 expenditure of funds for COMMON EXPENSES is required in addition to funds produced by the  
40 ASSESSMENTS for COMMON EXPENSES, the BOARD may make special ASSESSMENTS  
41 for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided  
42 for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as  
43 stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event  
44 any ASSESSMENTS for COMMON EXPENSES are made payable in equal periodic payments,  
45 as provided in the notice from the ASSOCIATION, such periodic payments shall automatically  
46 continue to be due and payable in the same amount and frequency unless and until (i) the notice  
47 specifically provides that the periodic payments will terminate or change upon the occurrence of  
48 a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION  
49 notifies the OWNER in writing of a change in the amount and/or frequency of the periodic  
50 payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than  
51 ten (10) days from the date of notification of such ASSESSMENTS.

52  
53 6.03 ASSESSMENTS for COMMON EXPENSES as to any LOT not  
54 containing a UNIT, and except for the foregoing the ASSESSMENTS for COMMON  
55 EXPENSES assessed against each LOT shall be equal. The full ASSESSMENT for COMMON  
56 EXPENSES ~~as to~~ for each LOT upon which a UNIT is constructed shall commence on the first  
57 day of the full calendar month after a certificate of occupancy for the UNIT is issued, ~~or upon the~~  
58 ~~conveyance of the LOT by DECLARANT,~~ or upon the first occupancy of the UNIT, whichever  
59 occurs first.

60  
61 6.04 ~~In addition to ASSESSMENTS for COMMON EXPENSES, the first~~  
62 ~~OWNER acquiring title from DECLARANT to a UNIT shall pay to the ASSOCIATION a~~

1 contribution to a working capital fund of the ASSOCIATION in an amount equal to two (2)  
2 months' ASSESSMENTS for COMMON EXPENSES, which shall be in addition to the  
3 OWNER's responsibility for ASSESSMENTS for COMMON EXPENSES. The working capital  
4 fund shall be used by the ASSOCIATION for startup expenses or otherwise as the  
5 ASSOCIATION shall determine from time to time and need not be restricted or accumulated.  
6

7 6.054 In addition to ASSESSMENTS for COMMON EXPENSES each  
8 OWNER of a LOT shall be responsible for the payment of an annual fee to the MASTER  
9 ASSOCIATION. The MASTER ASSOCIATION maintains the clubhouse, pool, boat dock,  
10 shuffleboard courts, and COMMON AREAS that are available to all residents of LAKESIDE  
11 WOODS and PINEBROOK SOUTH.  
12

13 ~~6.06 Notwithstanding the foregoing, until such time as DECLARANT no  
14 longer owns any LOT, or until DECLARANT notifies the ASSOCIATION in writing that  
15 DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any  
16 other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON  
17 EXPENSES for any UNITS owned by DECLARANT, but in lieu thereof, DECLARANT shall  
18 be responsible for all COMMON EXPENSES in excess of the ASSESSMENTS for COMMON  
19 EXPENSES receivable from the other OWNERS (including working capital contributions), and  
20 other income received by the ASSOCIATION. During such period when DECLARANT is not  
21 liable for ASSESSMENTS for COMMON EXPENSES for UNITS owned by DECLARANT,  
22 the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT based  
23 upon DECLARANT's estimate of what the expenses of the ASSOCIATION would be if all  
24 UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were  
25 completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be  
26 approximately what said ASSESSMENTS would be if the development of the SUBJECT  
27 PROPERTY as contemplated by DECLARANT was complete. In any event, DECLARANT  
28 shall not be required to fund reserves allocated to any unbuilt UNITS or any UNITS owned by  
29 DECLARANT. Notwithstanding the foregoing, in the event the ASSOCIATION incurs any  
30 expense not ordinarily anticipated in the day-to-day management and operation of the SUBJECT  
31 PROPERTY, including but not limited to expenses incurred in connection with lawsuits against  
32 the ASSOCIATION, or incurred in connection with damage to property, or injury or death to any  
33 person, which are not covered by insurance proceeds, the liability of DECLARANT for such  
34 COMMON EXPENSE shall not exceed the amount that DECLARANT would be required to pay  
35 if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any  
36 excess amounts payable by the ASSOCIATION shall be assessed to the other OWNERS.~~  
37

38 7. DEFAULT.

39 7.01 Monetary Defaults and Collection of Assessments.

40 7.01.01 Late Fees and Interest. If any ASSESSMENT is not paid  
41 within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the  
42 defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or TEN  
43 (\$10.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable  
44 by law from the due date until paid. If there is no due date applicable to any particular  
45 ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the  
46 ASSOCIATION.  
47  
48

49 7.01.02 Acceleration of ASSESSMENTS. If any OWNER is in  
50 default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty  
51 (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice  
52 to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER  
53 to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve  
54 (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for  
55 COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall  
56 continue to be liable for any increases in the regular ASSESSMENTS for COMMON  
57 EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other  
58 ASSESSMENTS payable to the ASSOCIATION.  
59

60 7.01.03 Lien for ASSESSMENTS. The ASSOCIATION has a lien  
61 on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such  
62

1 LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the  
2 ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and  
3 all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior  
4 mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien.  
5 The lien is effective from and after recording a claim of lien in the public records in the county in  
6 which the LOT is located, stating the description of the LOT, the name of the record OWNER,  
7 and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure  
8 all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed  
9 to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all  
10 sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must  
11 be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full  
12 of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the  
13 lien.

14  
15 7.01.04 Collection and Foreclosure. The ASSOCIATION may  
16 bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of  
17 real property is foreclosed and may also bring an action to recover a money judgment for the  
18 unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be  
19 liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in  
20 connection with the collection of any unpaid ASSESSMENTS, and in filing, enforcement, and/or  
21 foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid  
22 by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in  
23 order to preserve and protect the ASSOCIATION's lien. The BOARD is authorized to settle and  
24 compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be  
25 in the best interest of the ASSOCIATION.

26  
27 7.01.05 Rental and Receiver. If an OWNER remains in possession  
28 of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the  
29 court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the  
30 ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

31  
32 7.01.06 Subordination of Lien. Where any person obtains title to a  
33 LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first  
34 mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such  
35 lender, such acquirer of title, its successors and assigns, shall not be liable for any  
36 ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the  
37 former OWNER of the LOT and which became due prior to acquisition of title as a result of such  
38 funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying  
39 mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES  
40 collectable from all of the OWNERS, including such acquirer and his successors and assigns.  
41 The new OWNER, from and after the time of acquiring such title, shall be liable for payment of  
42 all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be  
43 assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of  
44 a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring  
45 title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable  
46 for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the  
47 ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the  
48 COMMON AREAS, or of the recreational facilities as the same may exist from time to time,  
49 until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

50  
51 7.01.07 Assignment of Claim and Lien Rights. The  
52 ASSOCIATION acting through its BOARD, shall have the right to assign its claim and lien  
53 rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the  
54 ASSOCIATION, to any third party.

55  
56 7.01.08 Unpaid ASSESSMENTS Certificate. Within 15 days after  
57 written request by any OWNER or any INSTITUTIONAL LENDER holding or making a  
58 mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or  
59 INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is  
60 in default with respect to the payment of ASSESSMENTS or with respect to compliance with  
61 the terms and provisions of this DECLARATION, and any person or entity who relies on such

1 certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected  
2 thereby.

3  
4 7.01.09 Application of Payments. Any payments made to the  
5 ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by  
6 the ASSOCIATION for taxes and payment on account of superior mortgages, liens or  
7 encumbrances which may have been advanced by the ASSOCIATION in order to preserve and  
8 protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental  
9 to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the  
10 OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or  
11 other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid  
12 ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS  
13 were due.

14  
15 7.02 Non-Monetary Defaults. In the event of a violation by any OWNER or  
16 tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than  
17 the nonpayment of any ASSESSMENT or other moneys) of any of the provisions of this  
18 DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the  
19 ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER  
20 of the violation, by written notice. If such violation is not cured as soon as practicable and in any  
21 event within seven (7) days after such written notice, or if the violation is not capable of being  
22 cured within such seven (7) day period, if the OWNER or tenant fails to commence and  
23 diligently proceed to completely cure such violation as soon as practicable within seven (7) days  
24 after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the  
25 ASSOCIATION may, at its option:

26  
27 7.02.01 Impose a fine against the OWNER or tenant as provided in  
28 Paragraph 7.03; and/or

29  
30 7.02.02 Commence an action to enforce the performance on the part  
31 of the OWNER or tenant, or for such equitable relief as may be necessary under the  
32 circumstances, including injunctive relief; and/or

33  
34 7.02.03 Commence an action to recover damages; and/or

35  
36 7.02.04 Take any and all actions reasonably necessary to correct  
37 such failure, which action may include, where applicable, but is not limited to, removing any,  
38 addition, alteration, improvement or change which has not been approved by the  
39 ASSOCIATION, or performing any maintenance required to be performed by this  
40 DECLARATION.

41  
42 All expenses incurred by the ASSOCIATION in connection with the correction of any  
43 failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by  
44 the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION,  
45 including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall  
46 be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for  
47 any such ASSESSMENT and any interest, costs or expenses associated therewith including  
48 attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to  
49 collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other  
50 ASSESSMENT as provided above. Any such lien shall only be effective from and after the  
51 recording of a claim of lien in the public records of the county in which the SUBJECT  
52 PROPERTY is located.

53  
54 7.03 Fines. The amount of any fine shall be determined by ~~the BOARD~~ a  
55 fining committee composed of at least three (3) homeowners who are not Board Members or  
56 related to Board Members. This fine and shall not exceed the greater of \$25.00 or 1/3 of one  
57 month's ASSESSMENT for COMMON EXPENSES for the first offense, \$50.00 or 2/3 of one  
58 month's ASSESSMENT for COMMON EXPENSES for a second similar offense, and \$100.00  
59 or one month's ASSESSMENT for COMMON EXPENSES for a third or subsequent similar  
60 offense. Prior to imposing any fine, the OWNER or tenant shall be afforded an opportunity for a  
61 hearing after reasonable notice to the OWNER or tenant of not less than 14 days, which notice  
62 shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the

1 provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly  
2 been violated, and (iii) a short and plain statement of the matters asserted by the ASSOCIATION.  
3 The OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide  
4 written and oral argument on all issues involved and shall have an opportunity at the hearing to  
5 review, challenge and respond to any material considered by the ASSOCIATION. At the  
6 hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged  
7 violation in fact occurred, and if the BOARD so determines, it may impose such fine as it deems  
8 appropriate by written notice to the OWNER or tenant. If the OWNER or tenant fails to attend  
9 the hearing as set by the BOARD, the OWNER or tenant shall be deemed to have admitted the  
10 allegations contained in the notice to the OWNER or tenant. Any fine imposed by the BOARD  
11 shall be due and payable within ten (10) days after written notice of the imposition of the fine, or  
12 if a hearing is timely requested within ten (10) days after written notice of the BOARD's decision  
13 at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if  
14 not paid when due all of the provisions of this DECLARATION relating to the late payment of  
15 ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within  
16 ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as  
17 hereinafter provided.

18  
19 7.04 Negligence. An OWNER shall be liable and may be assessed by the  
20 ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary  
21 by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that  
22 such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such  
23 liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy  
24 or abandonment of a LOT or UNIT, or the COMMON AREAS.

25  
26 7.05 Responsibility of an OWNER for Occupants, Tenants, Guest and Invitees.  
27 Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of  
28 any person residing in his UNIT, and for all guests and invitees of the OWNER or any such  
29 resident, and in the event the acts or omissions of any of the foregoing shall result in any damage  
30 to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed  
31 for same as in the case of any other ASSESSMENT, limited where applicable to the extent that  
32 the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION.  
33 Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES,  
34 or the BYLAWS, by any resident of a UNIT, shall also be deemed a violation by the OWNER,  
35 and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

36  
37 7.06 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and  
38 Invitees. With respect to any tenant or any person present in any UNIT or any portion of the  
39 SUBJECT PROPERTY, other than an OWNER and the members of his immediate family  
40 permanently residing with him in the UNIT, if such person shall materially violate any provision  
41 of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an  
42 unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY,  
43 or shall willfully damage or destroy any COMMON AREAS or personal property of the  
44 ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required  
45 to immediately leave the SUBJECT PROPERTY and if such person does not do so, the  
46 ASSOCIATION is authorized to commence an action to evict such tenant or compel the person  
47 to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning.  
48 The expense of any such action, including attorneys' fees, may be assessed against the applicable  
49 OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as  
50 elsewhere provided. The foregoing shall be in addition to any other remedy of the  
51 ASSOCIATION.

52  
53 7.07 No Waiver. The failure of the ASSOCIATION to enforce any right,  
54 provision, covenant, or condition which may be granted by this DECLARATION, the  
55 ARTICLES or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to  
56 enforce such right, provision, covenant, or condition in the future.

57  
58 7.08 Rights Cumulative. All rights, remedies and privileges granted to the  
59 ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this  
60 DECLARATION, the ARTICLES or BYLAWS, shall be deemed to be cumulative, and the  
61 exercise of any one or more shall neither be deemed to constitute an election of remedies, rights  
62 or privileges as may be granted or as it might have by law.

1  
2           7.09 Enforcement By or Against Other Persons. In addition to the foregoing,  
3 this DECLARATION may be enforced by ~~DECLARANT (so long as DECLARANT is an~~  
4 ~~OWNER), or~~ the ASSOCIATION, by any procedure at law or in equity against any person  
5 violating or attempting to violate any provision herein, to restrain such violation, to require  
6 compliance with the provisions contained herein, to recover damages, or to enforce any lien  
7 created herein. The expense of any litigation to enforce this DECLARATION, including  
8 attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such  
9 proceedings results in a finding that such person was in violation of this DECLARATION. In  
10 addition to the foregoing, any OWNER shall have the right to bring an action to enforce this  
11 DECLARATION against any person violating or attempting to violate any provision herein, to  
12 restrain such violation or to require compliance with the provisions contained herein, but no  
13 OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a  
14 violation or failure to comply with the provisions contained herein by any person, and the  
15 prevailing party in such action shall be entitled to recover its reasonable attorneys' fees.  
16

17           8. Term of DECLARATION. All of the foregoing covenants, conditions,  
18 reservations, and restrictions shall run with the land and continue and remain in full force and  
19 effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how  
20 the OWNERS acquire title, for a period of ~~fifty (50)~~ thirty (30) years from the date of this  
21 DECLARATION, unless within such time, one hundred (100%) percent of the OWNERS  
22 execute a written instrument declaring a termination of this DECLARATION (as it may have  
23 been amended from time to time). After such ~~fifty (50)~~ thirty (30) year period, unless sooner  
24 terminated as provided above, these covenants, conditions, reservation and restrictions shall  
25 expire unless the BOARD by two-thirds vote of the Board of Directors prior to the expiration  
26 date, votes to extend this DECLARATION for an additional thirty (30) years in accordance with  
27 the Marketable Record Title Act. be automatically extended for successive periods of ten (10)  
28 years each, until a majority of the votes of the entire membership of the ASSOCIATION execute  
29 a written instrument declaring a termination of this DECLARATION (as it may have been  
30 amended from time to time): Any termination of this DECLARATION shall be effective on the  
31 date the instrument of termination is recorded in the public records of the county in which the  
32 SUBJECT PROPERTY is located. ~~, provided, however, that any such instrument, in order to be~~  
33 ~~effective, must be approved in writing and signed by the DECLARANT so long as the~~  
34 ~~DECLARANT owns any LOT, or holds any mortgage encumbering any LOT.~~  
35

36  
37           9. AMENDMENT.  
38

39           9.01 This DECLARATION may be amended upon the approval of not less than  
40 2/3 of the OWNERS. ~~In addition, so long as DECLARANT owns any portion of SUBJECT~~  
41 ~~PROPERTY, this DECLARATION may amended from time to time, by DECLARANT and~~  
42 ~~without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by~~  
43 ~~OWNERS without written joinder of DECLARANT. Such right of DECLARANT to amend this~~  
44 ~~DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding~~  
45 ~~any property to the SUBJECT PROPERTY which is contiguous and which will be developed in~~  
46 ~~a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT~~  
47 ~~PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that~~  
48 ~~any such amendment shall require the joinder of the owners of such property or any portion~~  
49 ~~thereof if different than DECLARANT, and further provided that DECLARANT shall not have~~  
50 ~~the obligation to add any property to or delete any property from the SUBJECT PROPERTY);~~  
51 ~~and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in~~  
52 ~~order to comply with the requirements of same. In order to be effective, any amendment to this~~  
53 ~~DECLARATION must first be recorded in the public records of the county in which the~~  
54 ~~SUBJECT PROPERTY is located and in the case of an amendment made by the OWNERS, such~~  
55 ~~amendment shall contain a certification by the President and Secretary of the ASSOCIATION~~  
56 ~~that the amendment was duly adopted.~~  
57

58           9.02 No amendment shall discriminate against any OWNER or class or group  
59 of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No  
60 amendment shall change the number of votes of any OWNER or increase any OWNER's  
61 proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such  
62 amendment join in the execution of the amendment. No amendment may prejudice or impair the

1 priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL  
2 LENDERS join in the execution of the amendment. ~~No amendment shall make any changes~~  
3 ~~which would in any way affect any of the rights, privileges, powers or options herein provided in~~  
4 ~~favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the~~  
5 ~~amendment.~~

6  
7 10. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

8  
9 10.01 Notice of Action. Upon written request to the ASSOCIATION by an  
10 INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any  
11 LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number  
12 or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

13  
14 10.01.01 Any condemnation or casualty loss which affects a material  
15 portion of the SUBJECT PROPERTY or the LOT;

16  
17 10.01.02 Any sixty (60) day default in the payment of  
18 ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any  
19 obligation hereunder by the OWNER of the LOT;

20  
21 10.01.03 Any lapse, cancellation or material modification of any  
22 insurance policy or fidelity bond maintained by the ASSOCIATION;

23  
24 10.01.04 Any proposed action which would require the consent of a  
25 specified percentage of INSTITUTIONAL LENDERS.

26  
27 10.02 Consent of INSTITUTIONAL LENDERS. Whenever the consent or  
28 approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s)  
29 encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or  
30 any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the  
31 BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the  
32 SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such  
33 holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery  
34 evidencing such request was delivered to and received by such holders). Any holder receiving  
35 such request shall be required to consent to or disapprove the matter for which the consent of  
36 approval is requested, in writing, by certified mail, return receipt requested (or equivalent  
37 delivery evidencing such request was delivered to and received by the ASSOCIATION), which  
38 response must be received by the ASSOCIATION within thirty (30) days after the holder  
39 receives such request, and if such response is not timely received by the ASSOCIATION, the  
40 holder shall be deemed to have consented to and approved the matter for which such approval or  
41 consent was requested. Such consent or approval given or deemed to have been given, where  
42 required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION,  
43 which affidavit, where necessary may be recorded in the public records of the county where the  
44 SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the  
45 applicable consent or approval was given as to the matters therein contained. The foregoing shall  
46 not apply where an INSTITUTIONAL LENDER is otherwise require to specifically join in an  
47 amendment to this DECLARATION.

48  
49 10.03 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may  
50 pay any taxes or assessments which are in default, or any overdue insurance premiums, or may  
51 secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement  
52 therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs  
53 of collection, including attorneys' fees.

54  
55 11. MISCELLANEOUS.

56  
57 11.01 Conflict with ARTICLES or BYLAWS. In the event of any conflict  
58 between the ARTICLES and the BYLAWS and this DECLARATION, the DECLARATION, the  
59 ARTICLES, and the BYLAWS, in that order, shall control.

60  
61 11.02 Authority of ASSOCIATION and Delegation. Nothing contained in this  
62 DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its

1 members, or to any officer, or to any committee or any other person, any power or right granted  
2 to the BOARD by this DECLARATION including, but not limited to, the right to exercise  
3 architectural control and to approve any deviation from any use restriction, and the BOARD is  
4 expressly authorized to so delegate any power or right granted by this DECLARATION.  
5

6 11.03 Severability. The invalidation in whole or in part of any of these  
7 covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause,  
8 phrase, word or other provision of this DECLARATION shall not affect the validity of the  
9 remaining portions which shall remain in full force and effect.  
10

11 11.04 Validity. In the event any court shall hereafter determine that any  
12 provisions as originally drafted herein violate the rule against perpetuities, the period specified in  
13 this DECLARATION shall not thereby become invalid, but instead shall be reduced to the  
14 maximum period allowed under such rules of law.  
15

16 ~~11.05 Assignment of DECLARANT's Rights. Any or all of the rights,  
17 privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the  
18 ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all  
19 or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment  
20 recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any  
21 partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT,  
22 and shall have no other rights, privileges or options other than as are specifically assigned. No  
23 assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior  
24 DECLARANT unless such assignee is assigned and agrees to assume such liability.~~  
25

26 ~~11.06 Performance of ASSOCIATION's Duties by DECLARANT.~~  
27

28 ~~DECLARANT shall have the right from time to time at its sole discretion, to perform at  
29 DECLARANT's expense the duties and obligations required hereunder to be performed by the  
30 ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and  
31 the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided however  
32 that any such performance on the part of DECLARANT may be discontinued by DECLARANT  
33 at any time, and any such performance shall not be deemed to constitute a continuing obligation  
34 on the part of DECLARANT.~~  
35

36 11.075 Inapplicability of Condominium Act. It is acknowledged that the  
37 ASSOCIATION is not intended to be a condominium association, and is not intended to and  
38 shall not be governed by the provisions of Florida Statutes, Chapter 718.  
39

40 11.086 Actions Against DECLARANT. The ASSOCIATION shall not institute  
41 any legal proceedings against DECLARANT, or spend or commit to spend any ASSOCIATION  
42 funds in connection with any legal proceedings against DECLARANT, or make a special  
43 ASSESSMENT for funds to pay for costs or attorneys' fees in connection with any legal  
44 proceedings against DECLARANT, without the consent of 75% of the votes of all of the  
45 OWNERS obtained at a meeting of the OWNERS called expressly for the purpose of approving  
46 such action.  
47

48 IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION  
49 this the 26 day of October, 1993.  
50  
51  
52  
53