

Presidents Letter

September 2018

As we begin the month of September I would like to use this letter to catch up on some items that have come up over the summer months.

September does mark the height of our Hurricane season and as I am writing this we have two areas of interest forming out in the Atlantic and in the Caribbean. While its been a relatively quiet season, please don't let your guard down just yet. Make sure that you have your storm supplies and review your own storm plans. The key to weathering a storm is to be prepared.

Speed Limit Corrections

I received a considerable amount of feedback in response to my letter regarding speed limits in the association property. Some areas are 20mph while some may be lower or as high as 25mph. Let's remember that these are the limits, you can always go slower depending on the conditions or traffic (vehicular or pedestrian).

One of our association members also provided some additional guidance concerning traffic:

Walkers. Always walk facing the oncoming traffic so that you can fully observe approaching traffic and take the necessary evasive action. Animals should be placed between you and the curb, not on leads permitting them to wander into the path of traffic. At Night always carry a well illuminated flash light.

Drivers.

1. Give clear signals of your intention to make right and left hand turns at least 5 to 10 seconds before all turns (Florida Driving Code specifies 100 feet). Remember, signals are intended to inform both following and oncoming traffic of your intentions.

2. Don't cut corners when making left turns, you risk collision with oncoming traffic.
3. Modern driving conditions demand full concentration, do not use your cell phone or text whilst driving. No conversation is worth risking a life.
4. On street parking should face in the direction of the flow of traffic for your side of the road, not facing the on-coming traffic flow.

Storm Sewer Catch Basins

At the beginning of summer, we had a visit from Tropical Storm Alberto. One of the presents he left us were two washed out sections of roads by two catch basins in our storm water sewer system (say that five times fast). We had repairs made and in doing so also discovered that we have a lot of trash in these catch basins. We found old batteries, milk jugs, cans, lawn debris, lumber, plastic bags, and a lot of unidentifiable matter that we probably don't want to know what it was. While the trash did not directly cause the washouts of the basins, we as an association need to be careful of what we allow to flow into our stormwater system. Most of the debris in the catch basins is probably due to trash that may have fallen out of the trash cans on pickup day. If you see some trash in the gutters or street, please take the time to pick it up and place it in the trash for pick up. This will go a long way to preventing our storm sewers from blocking up and needing cleaned.

Lakes and vegetation

There has and continues to be a lot of "energy" being expended over the condition of some of our lakes. To be clear, the lakes are not lakes at all but retention ponds. The main purpose of these ponds is for the retention of runoff water to avoid flooding of the association property. Secondary purposes include but are not limited to reducing pollution caused by pesticides and fertilizers, providing a habitat for local wildlife and providing aesthetic value to our community.

At a recent Town Hall meeting, a presentation was given to the association members by a member of our lake contractor, Aquatic Systems. The representative discussed the life cycle of our ponds and described the

various grasses and plants that inhabit our ponds. There was also a question and answer period provided. This presentation is available on the HOA website. Please take a few moments to look at the presentation.

At the end of the meeting, one of our association members raised the question “what is the Board of Directors going to do about the vegetation in the lakes?” The real question is “What does the association want done about the lakes.?”

Well, recently the Board and Association Management received a petition from approximately 40 association members regarding the lake situation. While there was no point of contact given for the petition, Bill Cotton of the Environmental/Lakes Committee will take the lead as the point of contact. They are in the process of identifying contractors to get bids on cleaning up the lakes. More to come on that later.

Golf Course

In July Sunstate management and members of the Board had a meeting with the management of the golf course. The work on the course is continuing and the course should be open in November. One point was brought out to us, the golf course is under construction and I was asked to remind all association members and tenants of members that under no circumstances should we be walking, biking, or otherwise using the cart paths. This is a safety issue and there are signs posted to this affect. Lets all be good neighbors and respect the golf courses wishes.

Amendments

First off, I want to congratulate the amendments committee for all the hard work that it has done over the last 3 years. The task that they accomplished was the result of many hard hours of work and compromise. It was a big task, but the members rose to the occasion and produced a quality product for the association.

With that, I have attached a word document that will show the current language and the new language for the effected paragraphs. Please read these documents carefully as this is what the association will be voting on

at the November membership meeting. While these changes are available here, they will be sent to all association members prior to voting by mail in accordance with Florida law.

The format is simple. The current language is on top, under the heading “Current Language”. This is what is posted to the website under the HOA documents tab. The new language is below the Current Language and has the Header in red reading “Proposed Language”. Changes to the paragraphs are also highlighted in red.

The amendments are attached to this letter and will also be posted to the HOA website

Please understand that we ARE NOT voting on these currently. That will come later in an official ballot format. When we do vote on these, we will be voting on each individual paragraph change rather than an all or nothing vote for the changes as a package. The amendments committee felt that voting on the paragraphs individually would be a better option. I agree with their thought.

A final thought on the amendments. What you are reading is the final product. It has been vetted by the committee, the Board of Directors, and our legal counsel. These were also presented to association members during our Town Hall Meeting earlier this year.

Wildlife

Recently there have been reports of Coyote sightings again. I can attest to that as when I am walking my dogs in the early morning or late at night I can hear them “barking” in the distance. Just to remember, these animals are nocturnal, but it is not uncommon to see them during daylight hours.

There are certain behaviors that are cause for alarm:

- Coyote carrying a box marked “ACME
- Coyote dropping an anvil from a hot air balloon
- Coyote posting signs such as “Detour” or “Free Bird Seed”
- Coyote in possession of a giant magnet
- Coyote in possession of a catapult
- Coyote detonating explosives or TNT
- Coyote launching itself with a giant crossbow

Please contact animal control if you witness any of the above behaviors



Lastly, save the date of November 8th for the Association annual meeting. This is the meeting where we will be voting on the amendment changes and for new or renewal of the terms for several board members.

Sincerely,

Jack Jackowski

COVENANTS AND RESTRICTION CHANGES COMPARISON

CURRENT LANGUAGE

7.2. Architectural Review Committee. For the purposes of carrying out the architectural control process, there shall be an Architectural Review Committee (the ARC) as a Standing Committee. The Committee shall consist of not less than three (3) nor more than five (5) members. The members of the ARC shall be appointed by the Board. Members of the ARC shall serve terms established by the Board.

(a) ARC Request. The Owner or occupant of each and every portion of such land by acceptance of title thereto or by taking possession thereof, covenants and agrees that no new building, wall, fence, structure, swimming pool, pool cage, lanai, driveway, playground or recreational equipment, or other improvements shall be placed upon such land or otherwise installed, erected or changed, unless and until the plans and specifications, including a site plan and landscaping plan, have been approved in writing by the ARC. Each such building, wall, structure, or other improvements shall be placed upon said land only in accordance with the plans and specifications and plot plan so approved. No alteration or addition to the exterior appearance of the buildings or structures shall be made without like approval. Plans for such approval shall be submitted to the property management firm for the Association at its office in Sarasota County, Florida on a form approved by a majority of the Board of Directors, along with the necessary supporting documents that are outlined in the Architectural Review Committee Instructions. In the event the ARC fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been properly submitted, or if no suit to enjoin the construction, addition, alteration, or change has been commenced within one (1) year after completion thereof, approval will not be required and this provision shall be deemed to have been fully complied with. All work on improvements must be commenced within six (6) months and completed within twelve (12) months from the date of approval.

No Architectural Review Request is necessary for the replacement of the following items, provided that each and every one meets current federal, state or local governmental regulations, building codes and that any necessary permitting is obtained: (1) existing roof provided that it is replaced with either tile, metal, or shingle; (2) exterior painting, including driveways, provided that the colors remain the same; (3) replacement of driveways with concrete or paver blocks; (4) installation of satellite television antennas in compliance with the 1996 Telecommunication Act and in compliance with Article 9.7; (5) turf grass or other designated Florida Friendly ground cover; (6) removal and replacement of existing landscaping, excluding the digging, removal and sale of specimen trees or tree removal that requires governmental approval; and (7) replacement of pool cages or screened lanai areas.

It is the intention that the ARC shall have the right to review all architectural aspects of any improvements constructed on the subject land, including, and without limitation, height, site planning, setback requirements, and exterior design, landscaping, pool designs and their cages, including the right to establish minimum landscaping criteria for each Lot provided that the same shall be applied equitably and without discrimination to all Lots, and all other aspects relating to the development and improvement of any Lot within the properties.

(b) Approval. The ARC shall review and evaluate all submissions and shall, within sixty (60) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. Such stipulations may include, but shall not necessarily be limited to, a requirement that the Owner maintain special landscaping.

(c) Disapproval. In the event an application is disapproved by the ARC, the Lot Owner may, within thirty (30) days of the date of the

disapproval, request that the Board of Directors of the Association review the application. The request for review shall be in writing and shall state with particularity all the reasons the Lot Owner feels the application was wrongly disapproved by the Architectural Review Committee. The Board of Directors shall have a period of sixty (60) days after receipt of the written request for review to advise the applicant if the application, after the appeal to the Board of Directors, is approved, disapproved, or approved subject to conditions. The decision of the Board of Directors is final with no opportunity for further appeal to the Association. The appeal shall be deemed approved if the Board of Directors fails to take action within the sixty (60) day period.

(d) Compliance with Approval. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARC approval shall be commenced and completed without architectural review and approval by the ARC, or at variance with approved plans and specifications, and the ARC does not indicate disapproval thereof for a period of one hundred eighty (180) days after completion of such improvements, then such improvements shall be deemed to have been approved by the ARC. Provided, however, that if during such period after completion the ARC does indicate its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the ARC. Nothing shall prevent an Owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall expedite such application, but shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

7.3. Liability of Board of Directors. Neither the Board of Directors nor any of its members shall be liable for damages to anyone submitting any plans for approval or to any Owner by reason of mistake in judgment, negligence or nonfeasance of the Board, its members, committees, agents,

or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. The Board shall not be responsible for the compliance of any plans with applicable governmental rules and regulations. Anyone submitting any plans to the Board for approval, by the submitting of such plans, and any Owner by acquiring title to any Lot, agrees that such person shall not bring any action or claim for any such damages against the Board, its members, agents or employees. Failure to enforce any provision hereof shall not establish a precedent, regardless of the length of time or the number of times that any such provision is not enforced, and failure to enforce on any given occasion or under any particular circumstances shall not preclude the Board from enforcing the same provision retroactively, on another occasion, or under any other circumstances.

PROPOSED LANGUAGE

7.2 Architectural Review Committee. For the purposes of carrying out the architectural control process, there shall be an Architectural Review Committee (the ARC) as a standing Committee. The Committee shall consist of not less than three (3) nor more than five (5) members. The members of the ARC shall be appointed by the Board. Members of the ARC shall serve at the pleasure of the Board, and shall serve terms established by the Board.

(a) Published architectural guidelines and standards.

The Board of Directors and/or the ARC is authorized to adopt, amend, modify; repeal and enforce published architectural guidelines and standards governing the location, size, type, or appearance of any Dwelling, structure or other improvement on a Lot, including, but not limited to, the following:

- (b) Permitted choices of color for various improvements on a Dwelling or Lot;
- (c) Permitted uses of material for various improvements on a Dwelling or Lot;
- (d) The permitted size various improvements on a Dwelling or Lot;
- (e) The permitted design of various improvements on a Dwelling or Lot;
- (f) The permitted location of various improvements on a Dwelling or Lot.

(g) Permitted removal, choices, location, and sizes of landscaping on a Dwelling or Lot.

b) ARC Request. The Owner or occupant of each and every portion of such land by acceptance of title thereto or by taking possession thereof, covenants and agrees that no new building, wall, fence, structure, swimming pool, pool cage, lanai, driveway, playground or recreational equipment or other improvements, shall be placed upon such land or otherwise installed, erected or changed, unless and until the plans and specifications, including a site plan and landscaping plan, have been approved in writing by the ARC. Each such building, wall structure, or other improvements shall be placed upon said land only in accordance with the plans and specifications and plot plan so approved. No alteration or addition to the exterior appearance of the buildings or structures shall be made without like approval. Plans for such approval shall be submitted to the property management firm for the Association at its office in Sarasota County, Florida on a form approved by a majority of the Board of Directors, along with the necessary need supporting documents that are outlined in the Architectural Review Committee Instructions. The use of a dumpster on a Lot will require ARC application and approval as outlined in Article 9.9 of this Declaration with exception of an emergency, in which case the Association management company may approve the use of a dumpster with final approval by the ARC to take place at the next occurring ARC Committee meeting. Moving Pods may be approved by the Association management company for a period of time not to exceed seventy-two (72) hours for packing and unpacking of personal property with final approval by the ARC to take place at the next occurring ARC Committee meeting. Moving Pods are not allowed to be used as storage for extended periods. In the event the ARC fails to approve or disapprove such plans and specifications within sixty (60) days after the same has been properly submitted, or if no suit to enjoin the construction, addition, alteration, or change has been commenced within one (1) year after completion thereof, approval will not be required and this provision shall be deemed to have been fully complied with. All work or improvements must commence within six (6) months and completed within twelve (12) months from the date of written approval by the ARC or the Board of Directors. Notification of the commencement of the work as well as the projected completion date will be required to be submitted as part of the ARC request.

No Architectural Review Request is necessary for the replacement of the following items, provided that each and every one meets current federal, state or local governmental regulations, building codes and that any necessary permitting is obtained: (1) existing roof provided that it is replaced with either tile, metal or shingle provided the colors remain the same; (2) exterior painting, including driveways, provided that the colors remain the same; approved colors will be available for review

in the Association management company offices; (3) replacement of driveways with concrete or paver blocks, as long as within the same existing footprint; (4) installation of satellite television antennas in compliance with the 1996 Telecommunications Act and in compliance with Article 9.7; (5) turf grass or other designated Florida Friendly ground cover; (6) removal and replacement of existing landscaping, excluding the digging, removal and sale of specimen trees or tree removal that requires governmental approval; and (7) replacement of pool cages or screened lanai areas within the same existing footprint.

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(c) Approval. The ARC shall review and evaluate all submissions and shall, within sixty (60) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. Such stipulations may include, but shall not necessarily be limited to, a requirement that the Owner maintain special landscaping.

(d) Disapproval. In the event an application is disapproved by the ARC, the Lot Owner may, within thirty (30) days of the date of the disapproval, request that the Board of Directors of the Association review the application. The request for review shall be in writing and shall state with particularity all the reasons the Lot Owner feels the application was wrongly disapproved by the Architectural Review Committee. The Board of Directors shall have a period of sixty (60) days after receipt of the written request for review to advise the applicant if the application, after the appeal to the Board of Directors, is approved, disapproved, or approved subject to conditions. The decision of the Board of Directors is final with no opportunity for further appeal to the Association. The appeal shall be deemed approved if the Board of Directors fails to take action within the sixty (60) day period.

(e) Compliance with Approval. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARC approval shall be commenced and completed without architectural review and

approval by the ARC, or at variance with approved plans and specifications, and the ARC does not indicate disapproval thereof for a period of one hundred eighty (180) days after completion of such improvements, then such improvements shall be deemed to have been approved by the ARC. Provided, however, that if during such period after completion the ARC does indicate its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the ARC. Nothing shall prevent an Owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall expedite such application, but shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

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CURRENT LANGUAGE

9.2 Lease. Nothing herein contained shall prevent rental of the property as single-family living units for periods of not less than six (6) consecutive months provided there is a written lease that obligates the tenant to comply with this Declaration, applicable rules and a copy of the executed lease agreement is delivered to the Association not less than ten (10) days prior to the occupancy by the tenant.

PROPOSED LANGUAGE

9.2 Only entire Dwellings may be Leased. No individual rooms within a Dwelling may be leased. No Dwelling shall be Leased for a term less than six (6) consecutive months. No Dwelling shall be Leased more than two (2) times during any given twelve (12) month period, even if a tenant defaults on a lease or abandons the Dwelling before the expiration of the Lease term. No Dwelling shall be Leased without the Owner thereof first procuring the written consent of the Board of Directors. The application for approval of the Board

of Directors shall be on such forms as may be promulgated by the Community Association, with such information as the Board of Directors may require. The Association shall require a prospective tenant and each proposed occupant to submit to a background check. The submission of an application to the Board of Directors shall constitute a warranty and representation by the Owner that the proposed transaction is bona fide in all respects. Any Lease of a Dwelling shall be subject to the following:

(a) Form Lease. The Association, through its Board of Directors, may promulgate, and require use of a uniform form of lease for any Dwelling.

(b) Application Fee. The Association may charge an application fee in the maximum amount allowed by law in connection with the Lease of a Dwelling. However, if a Lease is a renewal of a Lease with the same tenant(s), no charge shall be made.

(c) Tenant Approval. Approval of a proposed Tenant shall be delivered to the Owner proposing such transaction in writing to the subject Dwelling within fifteen (15) calendar days after the Association's receipt of a completed application and application fee. As a condition of approval of a tenant, the Association may require the Owner to assign the Owner's right to collect the Dwelling's rental proceeds to the Association in the event the Owner becomes delinquent in timely paying any Assessments or other monetary obligations or charges due the Association.

(d) Tenant Disapproval. In the event the Board of Directors disapproves a proposed Tenant, the proposed Lease shall not be made and the Board of Directors shall deliver such disapproval in writing to the subject Dwelling Owner within fifteen (15) calendar days after the Association's receipt of an application therefore. Such disapproval shall be without prejudice to the Owner submitting to the Board of Directors a proposed lease for another proposed tenant.

(e) Grounds for Disapproval. Disapproval of a proposed Lease of a Dwelling shall be made by the Board of Directors upon

the following grounds, which shall be deemed to constitute good cause for disapproval:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the applicant or any proposed occupant, intends to conduct himself or herself in a manner inconsistent with the Governing documents of the Association, or the Governing documents of a sub-Association;
2. The applicant or any proposed occupant (which shall include all proposed occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance, or
3. The applicant or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in the Community or other residences as a tenant, occupant, guest or owner;or
4. The applicant failed to provide any information, application, notice, fees or appearance required to process the application or provide approval in a timely manner; or
5. The Dwelling Owner requesting the transfer has had fines assessed against it, him or her which has not been paid or other Assessments or charges against the Lot or Dwelling have not been paid in full.
6. The proposed Tenant/applicant has taken possession of the Dwelling prior to the Board of Directors having an opportunity to approve and/or deny the Tenant/applicant

(f) Occupancy Violation. In the event of a Dwelling occupancy contrary to the provisions of the Declaration, or the violation by a tenant, guest, or invitee of any provision of the Governing documents, the Board of Directors, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Dwelling, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such tenant, guest, or invitee and in such event the Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every Lease of a Dwelling shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the Lease shall be the tenant's, and each guest's and invitee's, full compliance with the Governing documents. The Owner shall be jointly and severally liable with his or her Tenant, Guest, and Invitee to the Association for any and all damages to the Common Area caused by the acts or omissions of his or her tenant, guest, or invitee as determined in the discretion of the Board of Directors.

CURRENT LANGUAGE

9.5. Garage, Moving, and Estate Sales. Except as specifically provided below garage, yard, estate, moving or other similar sales or events shall be prohibited:

(a) Garage Sales. Each designated area, as established by the Board of Directors from time to time, may organize and hold an annual garage sale for the lots in the designated area not to exceed a single day upon the prior approval of a majority of the Board of Directors present and voting at a regular meeting of the Board of Directors. Said annual garage sale shall be held in accordance with rules, guidelines and procedures established by the Board of Directors of the Association, which rules may permit the use of signs notwithstanding sign prohibitions contained in this Declaration. The annual garage sale events may not be conducted upon any portion of Association common open space.

(b) Estate and Moving Sales. Upon the prior written notification of the Board of Directors, each Lot Owner or their personal representative or executor of their estate shall be permitted to conduct one (1) Estate or Moving Sale in accordance with rules, guidelines and procedures established by the Board of Directors, which rules may permit the use of signs notwithstanding sign prohibitions contained in this Declaration. No Estate or Moving Sale shall exceed more than two (2) consecutive days.

PROPOSED LANGUAGE

9.5 Garage, Moving and Estate Sales. Except as specifically proved below, garage, yard, estate, moving or other similar sales or events shall be prohibited:

(a) Garage Sales. Each designated area, as established by the Board of Directors from time to time, may organize and hold an annual garage sale for the lots in the designated area not to exceed a single day upon the prior approval of a majority of the Board of Directors present and voting at a regular meeting of the Board of Directors. Said annual garage sale shall be held in accordance with the Rules and Regulations established by the Board of Directors of the Association, which rules may permit the use of signs notwithstanding sign prohibitions contained in this Declaration. No sale of live animals, birds or other species will be permitted at garage sales. The annual garage sale events may not be conducted upon any portion of Association common open space. A copy of the Rules and Regulations of the Association can be requested from the Association management company and may also available at the Association website.

(b) Estate and Moving Sales. Upon the prior written approval of a majority of the Board of Directors present and voting at a regular meeting of the Board of Directors and/or the Association management company each Lot Owner or their personal representative or executor of their estate shall be permitted to conduct one (1) Estate or Moving Sale in accordance with the Rules and Regulations established by the Board of Directors, which rules may permit the use of signs notwithstanding sign prohibitions contained in the Declaration. No sale of live animals, birds or other species will be permitted. No Estate or Moving Sale shall exceed more than (2) consecutive days. The application for the estate sale and the Rules and Regulations are available through the Association management company.

CURRENT LANGUAGE

9.9. Temporary Structures. No temporary structures or out-buildings of any type shall be permitted or maintained upon any Lot except temporary structures or out-buildings used in connection with the construction of a Dwelling. Any temporary structure permitted to be placed on the property shall be removed by the Lot Owner within thirty (30) days after completion of work upon the property.

PROPOSED LANGUAGE

9.9 Temporary Structures. No temporary structures of any type shall be permitted or maintained upon any Lot except temporary structures used in the connection with the construction of or renovations of a Dwelling. ARC approval is required for the use and placement of any temporary structures used in the connection with the construction of or renovations of a Dwelling. Any temporary structure permitted to be placed on the property shall be removed by the Lot Owner within thirty (30) days after completion of work upon the Dwelling and/or Lot Extensions of time for the use of temporary permitted structures will require renewal of the ARC approval. Notification of the commencement of the placement of any temporary structures as well as the projected termination date will be required to be submitted as part of the ARC request.

(a) Play Equipment. ARC approval shall be obtained before the installation of a jungle gym, climbing structure, swing set, or playground equipment ("Play Equipment") on a Lot . Said Play Equipment shall be no greater than eight (8) feet in height, no longer than ten (10) feet in length, and no greater than eight (8) feet in width. Play Equipment must be placed in the rear of the Lot behind the Dwelling at a distance no less than ten (10) feet from the rear property line. Play Equipment shall not break the plane of the house or be seen from the street. Tree houses are not permitted.

CURRENT LANGUAGE

9.11. Walls, Hedges, and Fences. No wall, fence, or hedge shall be erected or maintained within this Subdivision except as provided herein:

(a) Walls. The ARC may approve the construction of walls on a Lot so long as the walls are attached to the dwelling and integral to its design. The ARC shall have sole discretion in determining whether a proposed wall is integral to the design of the dwelling. No wall shall exceed five (5) feet in height nor impair the view of the waterways or open recreation areas from other Lots or the Common Areas. The perimeter barrier wall surrounding the subdivision may be modified to extend the wall or close gaps with ARC approval.

(b) Hedges. Hedges are permitted so long as they: 1) do not impair the view of the waterways or open recreational areas from any Lot or from the Common Areas, which such determination shall be made by the ARC; 2) are maintained in an attractive, well-kept, and trimmed condition at all times; and 3) do not exceed six (6) feet in height. Hedges exceeding six (6) feet in height on the date this amendment is recorded shall be

permitted to remain; however, said hedges exceeding six (6) feet in height shall not be permitted to grow taller.

(c) Fences. The ARC may approve the installation of a new fence if:

- 1) the Owner proposing the new fence obtains the written consent of each abutting Owner, as well as the written consent of any other Owner who would see the proposed fence from any portion of his or her Lot;
- 2) the fence does not impair the view of the waterways or other open recreational areas from other Lots or the Common Areas, which such determination shall be made by the ARC; and
- 3) the fence meets all other requirements contained herein and as may be adopted by the Board of Directors or the ARC, as the case may be.

Existing fences shall be permitted to remain and may be replaced within the same footprint upon the written approval of the ARC. However, such replacement fences shall be constructed in accordance with all other requirements contained herein and as may be adopted by the Board of Directors or the ARC, as the case may be, including but not limited to, permitted materials, design, and maximum heights. No fence shall exceed five (5) feet in height.

PROPOSED LANGUAGE

9.11 Walls, Hedges, and Fences. No wall, fence, or hedge shall be erected or maintained within this Subdivision except as provided herein.

(a) Walls. The ARC may approve the construction of walls on a Lot provided that the walls are attached to the Dwelling and an integral part of the Dwelling design. The ARC shall have sole discretion in determining whether a proposed wall is an integral part of the Dwelling. No wall shall exceed five (5) feet in height nor impair the view of the waterways or open recreation areas from other Lots or the Common Areas. The perimeter barrier wall surrounding the subdivision may be modified to extend the wall or close gaps with ARC approval. Any ARC approved addition to a perimeter barrier wall must be the same height as the existing perimeter barrier walls.

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(c) Fences. The ARC may approve the installation of the new fence, if the fence meets all the requirements contained herein as may be adopted by the Board of Directors or the ARC, as the case may be. Existing fences shall be permitted to remain and may be replaced within the same footprint upon the written approval of the ARC. However, such replacement fences shall be constructed in accordance with all other requirements contained herein and as may be adopted by the Board of Directors or the ARC as the case may be including but not limited to permitted materials, design and maximum heights. No fence shall exceed five (5) feet in height and shall be limited to open black wrought iron style fencing without spiked finials and extend only from the back of the house. The fence shall not break the structural plane of the house. Buried electrical pet containment fences will be allowed with appropriate documentation and specifications. Electrified fences to deter wild animals from encroaching onto properties backed up to preserve or unimproved areas will be allowed with an ARC approval as allowable by Sarasota County Zoning.

(d) Equipment Enclosure. With ARC approval an equipment enclosure may be installed along the side of the Dwelling in order to shield utility equipment from view from the street. The enclosure shall be constructed of materials as specified by the ARC. The enclosure shall be limited to six (6) feet in height. The enclosure may extend four (4) feet to six (6) feet perpendicular from the side of the Dwelling if circumstances are appropriate and with ARC approval. The enclosure shall not extend beyond the structural plane of the house.

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CURRENT LANGUAGE

9.13. Commercial Vehicles, Trucks, Trailers, Recreational Vehicles, and Boats.

In order to maintain the high standards of the Subdivision with respect to residential appearance, no trucks, including pick-ups; commercial vehicles; motorcycles; personal watercraft; boats; house trailers; boat trailers; or trailers of any other description; nor recreational vehicles (herein “prohibited vehicles”); as any of the foregoing might be defined by the Sarasota County Zoning Ordinances or rules and regulations adopted by the Board of Directors of the Association from time to time, shall be permitted to be parked or to be stored at any place on any lot or street within the properties, provided, however, that on any lot used for a single family or townhouse residential purposes, any of the foregoing may be kept on the property if the same is kept in an enclosed attached garage. Furthermore, on any lot abutting a lake, Permitted Boats, as defined in Article 9.19. hereof, may be kept on the lake or lakeshore, provided that on any lot zoned and used for multi-family or townhouse purposes, any boats, recreational trailers or recreational vehicles may be kept and stored in an enclosed building or area substantially screened by landscaping, provided that the designation of such area, the design and structure of such building or the designation of the type and amount of such landscaping has first been submitted to and approved by the ARC. No vehicles may be parked or stored on grass areas, or on medians or islands on the streets nor shall any covered vehicle be parked or stored outside of a garage visible to others.

For purposes of this Article, “commercial vehicles” shall mean those which are not designed and used for customary, personal/family, purposes, and those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; or those vehicles which contain or transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding.

For the purpose of this Article, “truck(s)” or “pick-up(s)” shall mean a vehicle

manufactured, designed, marketed or used primarily for transporting goods of any nature or designated as a truck by the manufacturer. Vehicles designated as a “Sport Utility Vehicle” by the vehicle’s manufacturer are not considered a truck for the purposes of this Article so long as the vehicle’s interior cab completely encloses the total length of the vehicle and leaves no exposed “truck bed” commonly used for loading of materials or other such purposes normally associated with trucks or pick-ups.

The prohibition against trucks and commercial vehicles shall not apply to temporary parking such as for pick-up and delivery and other temporary commercial services. Further, the Board of Directors shall adopt a policy permitting the temporary parking of other prohibited vehicles for a period of not more than forty-eight (48) hours with Board approval.

PROPOSED LANGUAGE

9.13

Parking. The following vehicles are prohibited from being parked on any Lot, Dwelling driveway, Common Area, Common Element, or on the streets within the Jacaranda West Community:

1. Boats;
2. Campers;
3. Recreational Vehicles;
4. Trailers;
5. Motor Homes;
6. Pick-up trucks that exceed twenty-two (22’) feet in length;
7. Commercial trucks;
8. Commercial vehicles;
9. Car covers.

For purposes of this Article, “Commercial trucks and Commercial vehicles” shall mean those vehicles which are not designed and used for customary, personal/family, purposes. “Commercial trucks and Commercial vehicles” shall include those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; those vehicles which contain transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether a vehicle is a Commercial truck or Commercial vehicle.

It is intended that the only vehicles that are permitted to be kept on any Dwelling driveway, or the streets of the Jacaranda West Community by Owners, their Guests, Occupants, Tenants, licensees, invitees or assignees overnight will be customary private passenger automobiles ("Permitted Vehicles"). Permitted Vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors or four (4) doors on a sedan, hatchback or convertible and shall also include station wagons, vans, minivans, standard sized ¼ ton pick-up trucks, and sport utility vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer.

In no event shall Permitted Vehicles be permitted to park on Common Area grass, Common Element grass, and/or the grass of a Lot at any time.

In no event shall Permitted Vehicles be parked on a Lot, Dwelling driveway, Common Area, Common Element, or the streets of the Jacaranda West Community for purposes of repair or to be stored or placed on "blocks".

The parking of conversion vans will be permitted on a Dwelling driveway, or the streets of the Jacaranda West Community by Owners, their Guests, Occupants, Tenants, licensees, invitees or assignees if the following requirements are met:

1. The conversion van is not used as a domicile or residence, either permanent or temporary, while parked within the Dwelling driveway, or streets within the Jacaranda West Community.
2. The conversion van is used primarily for personal, non-business purposes, and does not bear any sign or logo.
3. The conversion van must have windows on all sides and rear and seating capacity installed throughout the vehicle.
4. The conversion van is not equipped with racks, toolboxes or other equipment normally associated with commercial activity.

In no event shall conversion vans be permitted to park on Common Area grass, Common Element grass, and/or the grass of a Lot at any time.

Pick-up trucks, vehicles, and sport utility vehicles that have been modified by increasing their height or adding, off-road tires, hydraulics, over-sized tires, roll bars or similar equipment are not Permitted Vehicles and are prohibited from being parked on any Dwelling driveway, Common Area, Common Element, or the streets in the Jacaranda West Community. Pick-up

trucks, vehicles, and sport utility vehicles to which has added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, are not Permitted Vehicles and are prohibited from being parked on any Dwelling driveway, Common Area, Common Element, or the streets in the Jacaranda West Community.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked as necessary during the time they are actually servicing a Dwelling or Lot but in no event overnight; (2) Boats, Campers, Recreational Vehicles, Trailers, Motor Homes, Pick-up trucks greater than twenty-two feet (22') in length, Commercial Trucks and Commercial Vehicles may be temporarily parked on the Dwelling driveway or on the street adjacent to a Dwelling during day light hours for a total of three (3) consecutive hours during a 24 hour period while being actively loaded or unloaded.

CURRENT LANGUAGE

9.15. Animals. No animals, livestock or poultry or any kind shall be raised, bred or kept, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are kept as not be to an annoyance or nuisance to the neighborhood, including allowing pets to bark incessantly, to roam loose, or to deposit excrement on property of others or in Common Areas.

PROPOSED LANGUAGE

9.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept, on a Lot or within a Dwelling, except that dogs, cats or other common household pets such as

birds and fish may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provide further that they are kept so as not to be to an annoyance or nuisance to the neighborhood, including allowing pets to bark incessantly, to roam loose, or to deposit excrement on property of others or in Common Areas. Dogs and cats are to be leashed at all times when outside the Dwelling and contained while on the Owner's Lot pursuant Sarasota County Code of Ordinances Section 14.41. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the member, families, and guests of the Jacaranda West Community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Jacaranda West Community and/or destroyed.

CURRENT LANGUAGE

9.16. Signs, Banners and Flags. Signs, banners, and flags shall be prohibited, except as follows:

(a) Signs. No sign of any kind shall be displayed to the public view except: 1) one (1) sign of not more than one (1) square foot used to designate name of resident; 2) one (1) sign of not more than one (1) square foot used to identify a security alarm system provider for the residence; 3) one (1) sign of not more than five (5) square feet advertising the property for sale or rent; and 4) one (1) political sign of not more than five (5) square feet. No "For Sale" or "For Rent" signs shall be permitted to be illuminated. Political signs permitted herein shall not be displayed more than thirty (30) days prior to the scheduled election or referendum and shall be removed within five (5) days of the election or referendum.

(b) Banners. Garden and sports banners not containing political symbolization may be displayed upon the Lot or the dwelling.

(c) Flags. Garden and sports flags not containing political symbolization may be displayed upon on a Lot or on a dwelling. In accordance with FS 720.304, any owner may display upon on the Lot or upon the dwelling one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one (1) portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Further, any owner may erect a freestanding flagpole in conformance with County regulations on any portion of the Lot so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. Any owner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display comply will all applicable building codes, zoning setbacks, and other applicable governmental regulations, as well as all setbacks stated herein.

PROPOSED LANGUAGE

9.16 Signs, Banners and Flags. Signs, banners, and flags shall be prohibited, except as follows:

...

(c) Flags. Garden and sports flags not containing political symbolization may be displayed upon a Lot or on a dwelling. Sports flags shall be no larger than four (4) feet by six (6) feet in width and height. Garden flags shall be no larger than twenty-eight (28) inches by forty (40) inches in width and height. In accordance with FS 720.304, any owner may display upon the Lot or upon a staff attached to the Dwelling one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Further, any owner may erect a freestanding flagpole in conformance with County

regulations on any portion of the Lot so long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. Any owner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules or requirements of the association, one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display will comply ~~with~~ all applicable building codes, zoning setbacks, and other applicable governmental regulations, as well as all setbacks stated herein.

CURRENT LANGUAGE

12.8 Compliance. In order to ensure that Lots and/or uses thereon are in compliance with the Declaration, Bylaws, Rules and Regulations of the Association, the managing agent will work with a standing compliance committee to conduct periodic inspections of the Subdivision and shall notify any Lot Owner of any violation and remedies thereto. The compliance committee shall consist of three (3) to five (5) residents appointed by the Board of Directors.

PROPOSED LANGUAGE

12.8 Compliance. In order to ensure that Lots and/or uses thereon are in compliance with the Declaration, Bylaws, Rules and Regulations of the Association, the managing agent will work with a standing compliance committee, appointed by the Board of

Directors, to conduct periodic inspections of the Subdivision and shall notify any Lot Owner of any violation and remedies thereto. The compliance committee shall consist of three (3) to five (5) members none of which are current members of the Board of Directors.

These changes to the articles of incorporation are to update them with the current name and address of our management group.
No vote on this is necessary.

ARTICLE I

NAME OF CORPORATION AND PRINCIPAL ADDRESS

The name of the corporation is Jacaranda West Homeowners' Association #1, Inc., (herein referred to as the "Association"). The principal office and mailing address shall be c/o Sunstate Association Management Group, 5602 Marquesas Circle, Suite 103, Sarasota, FL

The Directors may change the location of the office as needed.

ARTICLE X

REGISTERED OFFICE AND REGISTERED AGENT

The Association has appointed Sunstate Association Management Group, 5602 Marquesas Circle, Suite 103, Sarasota, FL 34233 as its registered agent and resident agent under the laws of the State of Florida. The Board may change the Registered Agent and registered office from time to time as permitted law.

CURRENT LANGUAGE

4.2 NUMBER AND TERM. The number of Directors shall be designated by resolution of the Board of Directors from time to time but shall in no event be less than three (3) directors or more than nine (9) and shall be fixed at seven (7) until changed by the adoption of a membership resolution conducted a properly called members' meeting. Each Director should be a member of the Association person exercising the rights of an Owner. Directors shall be elected annually as provided herein and shall continue to serve until successors have been duly elected or appointed. Given that the Jacaranda West community includes single family homes and three neighborhoods, Woodlake, Jacaranda Villas and Cove Pointe, each with their own association (the "sub-divisions"), the composition of its Board of Directors shall be as follows:

(b) The remaining members of the Board of Directors (four in number for so long as the Board remains at seven (7) (9) members), shall be elected by the membership as at-large Directors. To the extent that the members adopt a resolution to change the number of Directors, the number of at-large Directors shall be adjusted accordingly

PROPOSED LANGUAGE

4.2 NUMBER AND TERM. The number of Directors shall be designated by resolution of the Board of Directors from time to time, but shall in no event be less than three (3) directors or more than nine (9) and may be fixed at seven (7) until changed by the adoption of a membership resolution conducted a properly called members' meeting. Each Director shall be a member of the Association or a spouse of a member Directors shall be elected annually as provided herein and shall continue to serve until successors have been duly elected or appointed. Given that the Jacaranda West community includes single family homes and three neighborhoods, Woodlake, Jacaranda Villas and Cove Pointe, each with their own association (the "sub-divisions"), the composition of the Jacaranda West Board of Directors shall be as follows:

(b) The remaining members of the Board of Directors (four or six in number for so long as the Board of Directors remains at seven (7) or nine (9) members), shall be elected by the membership as at-large Directors. To the extent that the members adopt a resolution to change the number of Directors, the number of at-large Directors shall be adjusted accordingly

CURRENT LANGUAGE

7.1 NUMBER. The officers shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors to their position as an officer. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. The President, Secretary, may not be the same person. Officers must be members of the Association a person exercising the membership rights of an Owner. The President, Vice President and Treasurer must be a member of the Board of Directors

PROPOSED LANGUAGE

7.1 NUMBER. The officers shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors to their position as an officer. Such assistant officers as may be deemed necessary may be elected by the Board of Directors. The President, Secretary, and the Treasurer may not be the same person. Officers must be members of the Association or a spouse of a member. The President, Vice President and Treasurer must be a member of the Board of Directors.

CURRENT LANGUAGE

8.6 CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Association. This authority may be general or confined to specific instances.

PROPOSED LANGUAGE

8.6 CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Association. This authority may be general or confined to specific instances. The Association will endeavor to obtain a minimum of three (3) bids when possible. All contracts will be in writing. No contracts will be made with members of the Association. Any contracts with a member that exist as of the date this amendment becomes effective will not be renewed at the end of the contract date.

(a) Except in the case of emergencies, the Board of Directors shall obtain membership approval for any single non-budgeted and/or non-reserve expenditure that is greater than \$10,000. Any expenditure by the Board of Directors for an emergency or of a non-budgeted and/or non-reserve expenditure of an amount less than \$10,000 must be evidenced with written documentation and approved by the Board of Directors at a duly called Board of Directors meeting either prior to the expenditure or in the event of an emergency the next occurring Board of Directors meeting.

The President of the Board of Directors is authorized to spend up to \$500 each fiscal year without Board or membership approval. Any expenditure by the President must be evidenced with written documentation and presented to the Board of Directors at a duly called Board of Directors meeting.