

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS OF JACARANDA WEST**

**ARTICLE 1
PROPERTY SUBJECT TO THESE COVENANTS**

- 1.1. The Land. The real Property to be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as recorded in the Official Public Records of Sarasota County, Florida.

**ARTICLE 2
PURPOSE**

- 2.1. Covenants and Restrictions - Land and Parties Bound. These Covenants and Restrictions shall run with the lands comprising the subdivision as defined above and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Developer and the Owners of all Lots contained in the Subdivision. The Association shall concern itself primarily with the deed restriction enforcement, architectural control, maintenance of all roads, the community entrance areas, lakes and walls in the subdivision.

**ARTICLE 3
DEFINITIONS**

- 3.1. Articles. Shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.
- 3.2. Architectural Control. Shall mean and refer to the requirements of this Declaration that certain improvements or alterations to Lots and existing improvements be reviewed and approved, and where the context indicates, the review and approval procedures of Article 7.
- 3.3. ARC. Shall mean and refer to the Architectural Review Committee as described in Article 7.
- 3.4. Association. Shall mean and refer to Jacaranda West Homeowners' Association #1, Inc., a Florida corporation not for profit, its successors and assigns.
- 3.5. Association Common Open Space. Shall mean those areas of the open space that shall be deeded by the developer from time to time to the Association, the maintenance of which shall be the responsibility, obligation, and duty of the Association.
- 3.6. Board of Directors or Board. Shall mean and refer to the Association's Board of Directors.
- 3.7. Bylaws. Shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

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- 3.8. Common Area or Common Areas. Shall be comprised of the Association open space and the retained Common Area open space and shall mean those areas shown on a recorded subdivision plat of the subject property intended to be perpetually reserved as active or passive open space and other recreational facilities, private streets, parks, lakes, parking areas, roadways, subdivision boundary walls and the subdivision monument signs, together with all other improvements and landscaping thereon and all other Common Area open space, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- 3.9. Common Expenses. Shall mean and refer to the actual and estimated cost of the following:
- (a) The maintenance, management, operation, repair and replacement of any Common Area, private streets, cul de sacs and all other areas of the subdivision maintained by the Association, including those parts of the Lots that the Association is to maintain under this Declaration. This cost includes, but is not limited to, costs of labor, material, and supplies used in conjunction with the performance of the Association's obligations under this Declaration.
 - (b) Obligations incurred by the Association in excess of revenues.
 - (c) Maintenance by the Association of areas within public rights-of-way or drainage easements or ditches adjoining or running through the subdivision as may be provided in this Declaration or as determined by the Board.
 - (d) Fence maintenance, repair or replacement upon the Common Areas.
 - (e) Expenses of administration and management of the Association.
 - (f) The cost of any insurance obtained by the Association.
 - (g) Reasonable reserves as deemed appropriate by the Board.
 - (h) Taxes and other governmental assessments and charges paid or payable by the Association.
 - (i) Utility charges, including deposits, incurred in the carrying out of other Association obligations hereunder.
 - (j) The cost of painting and pressure cleaning the exterior side of the barrier walls surrounding Jacaranda West, including those on private Lots, as well as the cost of undertaking structural maintenance of said barrier walls. No painting, pressure cleaning and/or structural maintenance shall occur unless notice is first given to those Lot Owners having barrier walls located on their Lot. Said notice shall be sent no less than thirty (30) days prior to the commencement of any maintenance. Entry upon the Property of these Lots to perform such work as necessary shall not be deemed a trespass.
 - (k) The cost of any other item or items designated herein as a common expense, or reasonably or necessarily incurred by the Association in connection with this Declaration, the Articles of Incorporation, the Bylaws of the Association or state law, and in furtherance of the purposes of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration, the Articles of Incorporation, the Bylaws of the Association or state law.
- 3.10. Developer. Refers to Gulfstream Land and Development Corporation, a Delaware Corporation.
- 3.11. Declaration. Shall mean and refer to this Declaration of Covenants and Restrictions for Jacaranda West as modified and amended from time to time.
- 3.12. Dwelling. Shall mean and refer to each and every detached single-family Dwelling unit, or condominium unit located within the sub-associations.

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- 3.13. Lot. Shall mean and refer to any parcel of land, including multi-family sites, shown on any plat map with the exception of common area, Association common open space or any part thereof, or areas deeded to a governmental authority or utility, if any.
- 3.14. Member. Shall mean and refer to every person or entity who is qualified for membership pursuant to Article 4 of this Declaration.
- 3.15. Owner. Shall mean and refer to the record title Owner of a Lot or Unit in the community.
- 3.16. Subject Property. Shall mean the real property which is, and shall be held, transferred, sold, conveyed and occupied.
- 3.17. Unit. Shall mean any residential property, which is the subject of fee simple ownership and shall include condominiums.

ARTICLE 4
THE ASSOCIATION

- 4.1. Powers and Duties. The Association shall have the powers and duties set forth herein and in the Florida Statutes, Articles and Bylaws, including the right to enforce the provisions of this Declaration, the right to collect Assessments for expenses relating to the Common Areas and for other purposes as may be provided for in this Declaration, the Articles of Incorporation, the Bylaws of the Association or by state or federal law, and such additional rights as may reasonably be implied therefrom.
- 4.2. Power to Grant Easements. The Association has the power to dedicate or transfer all or any part of the Common Area as a license or easement to any person or entity, including but not limited to the Owner of any Lot or Lots, or any public agency, authority, or utility, provided that any such transfers do not violate the intention of this Declaration.
- 4.3. Rules and Regulations. The Association has the power to adopt reasonable rules and regulations governing use and enjoyment of the Common Area and the Lots.
- 4.4. Duty to Maintain Common Areas for Drainage. The Association has the duty to maintain common areas as are designated on the plat as being for drainage purposes.
- 4.5. Common Area. The Common Area shall be for the use and benefit of the Owners and residents of the Property, collectively, for any proper purpose. Any Owner may delegate the right to enjoyment of the Common Area to such owner's tenants who reside on the property, but shall not thereafter be permitted to use the common area for so long as such right to enjoyment is delegated. The Common Area shall be used by each Owner or resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same shall be a lien against such Owner(s) Lot or Lots. The provisions of Article 6 regarding collection of assessments, interest, costs and attorney fees shall apply to the lien established in this section.

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- 4.6. Membership and Voting Rights. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and shall not be transferred separately from the ownership of any Lot. Each Lot shall be entitled to one (1) vote as provided for in the Bylaws.
- 4.7. Power to Grant Variances. The absolute right and discretion is hereby provided to the Association to grant variances from the obligations contained in this Declaration in cases where not to grant such variance would create hardship in the opinion of the Association or where such variances would be in keeping with the spirit and intent of this Declaration or would be such as to not adversely affect any neighboring Owners or the subdivision as a whole. Such variances if granted, shall be granted upon application of the Owner in writing setting forth in detail the variance required and reasons therefore, and any such variance, if granted, shall be granted by the Board of Directors in writing and shall be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida, to become effective.

ARTICLE 5
DEVELOPMENT PLAN

- 5.1. Subject Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied is described on Exhibit "A" attached hereto. Portions of these lands have been subdivided, submitted to condominium use, and have been submitted to additional covenants and restrictions as set forth on Exhibit "B" attached.
- 5.2. Maintenance of Common Area. The Association shall maintain and keep in good repair the Common Area, street signs, and title to those portions of the Common Areas, entrance ways, monument signs, waterways, streets, roads, easements, and boundary walls.
- 5.3. Utility Easement. A utility easement encumbers a portion of the perimeter of each Lot in the subdivision, as stated in the official deed for said property. Each such easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public utilities as the Association or public utility companies approved by the Association deem necessary for servicing of the subdivision and Lots contained therein. Where a Dwelling is built on a parcel consisting of more than one platted Lot, the utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original Lot line lying within said parcel.
- 5.4. Street Easements. The Association, and its assigns, Sarasota County employees, all Owners and tenants of Lots in the subdivision, and the Owners together with their respective invitees, agents, employees, licensees, and contractors, shall have the right of ingress and egress over the street easements as depicted on the plat of the subdivision. The right is hereby granted to all electric, telephone, and cable TV franchisees and to water and other public utilities to install their respective services in the outer 10 feet on both sides of each street, and to enter upon said streets for the installation and maintenance thereof. The Association is reserved the right to grant such rights to others in the future.
- 5.5. Easement of Enjoyment. Every member of the Association shall have a perpetual right and easement of enjoyment in and to all of the Association Open Space which perpetual right and easement of enjoyment shall be appurtenant and pass with the title to every Lot and Unit. The Association shall retain title to the Open Space.

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- 5.6. Maintenance of Private Streets and Association Open Space. The Association, its successors and assigns, shall have the duty, obligation and responsibility to maintain the Association open space and the improvements thereon, including but not limited to private streets, parks, lakes, waterways, and parking areas. Effective from the date of adoption of this Amended and Restated Agreement, the Association's obligation to maintain and repair private streets shall include all privately owned streets within all residential communities subject to its jurisdiction, no matter whether those streets are owned by the Association, including but not limited to the private streets within Woodlake, Jacaranda Country Club Villas, and Cove Pointe. The Association shall also maintain, repair, and replace surface water drainage structures located in the private streets, under the private streets, or connecting the drainage from the private streets with adjacent retention areas, including but not limited to underground concrete culverts. To accomplish any or all of the foregoing, the Association shall assess each Unit an amount which bears the same relation to the total amount required for such purposes as the unit bears to the total number of units within the described properties. Should the membership of the Association deem it advisable or desirable to construct additional improvements on an Association open space or other lands owned by the Association, the Association shall arrange for such improvements to be paid by a user fee, a membership fee or other form of assessment than the assessment for maintenance set forth herein. The intention of the foregoing provisions is to require that additional improvements be paid for by those persons desiring and using the same rather than the general membership of the Association.

ARTICLE 6
COVENANT FOR MAINTENANCE ASSESSMENTS

- 6.1. Assessments. The making and collection of Assessments against the Lot Owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided. The Board of Directors shall fix the amount of the Assessment against each Lot for each Assessment period. In the event of a delay in establishing an annual Assessment, an otherwise proper Assessment may be collected retroactively. Written notice of the Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.
- 6.2. Annual Budget of Common Expenses. The annual budget of common expenses shall be adopted by the Board of Directors of the Association.
- 6.3. Interest; Application of Payments. Assessments and installments of such Assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
- 6.4. Late Fee. The Association shall charge an administrative late fee in addition to interest in an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the Assessment for each delinquent installment that the payment is late.

- 6.5. Acceleration of Assessment Installments Upon Default. If a Lot Owner shall be in default in the payment of an installment upon an Assessment, whether it be the Annual Assessment or a Special Assessment, the Board of Directors may accelerate the remaining installments of the Assessment upon notice to the Lot Owner, and then the unpaid balance of the Assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Lot Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.
- 6.6. Lien for Assessments. There shall be a lien for unpaid Assessments as provided by the Homeowners' Association Act which shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien.
- 6.7. Special Assessments. In addition to the Assessments authorized above, the Association may levy, in any Assessment year, special Assessments in the manner set forth in the Association Bylaws.
- 6.8. Suspension of Common Area Facilities. The Association may suspend common area and facility use rights if a Lot Owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, until such time as the monetary obligation is paid. The suspension of rights shall apply to the Lot Owner, members of his family, his tenants, guests, and invitees. The Association shall suspend use rights in the manner provided by law.

ARTICLE 7
ARCHITECTURAL CONTROL

- 7.1. Records. The Association, through the ARC, shall maintain records of all architectural control proceedings.
- 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) 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:
 - 1. Permitted choices of color for various improvements on a Dwelling or Lot;
 - 2. Permitted uses of material for various improvements on a Dwelling or Lot;
 - 3. The permitted size various improvements on a Dwelling or Lot;
 - 4. The permitted design of various improvements on a Dwelling or Lot;
 - 5. The permitted location of various improvements on a Dwelling or Lot.
 - 6. Permitted removal, choices, location, and sizes of landscaping on a Dwelling or Lot.

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- (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.

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

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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.

- (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.

- 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.

ARTICLE 8

INSURANCE

- 8.1. Association Liability Insurance. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas as a common expense of all Owners.
- 8.2. Officers and Directors Liability Insurance. Officers and Directors liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time.
- 8.3. Indemnification of Officers and Directors.
 - (a) Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent under Section 607.0850, Florida Statutes (2011).
 - (b) Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
 - (c) Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member or volunteer against any liability asserted against the person and incurred by the person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE 9

GENERAL USE AND MAINTENANCE RESTRICTIONS

To better protect the values, the use of the common areas and the use and maintenance of the Lots by Lot Owners, as well as their tenants and guests shall be restricted by and in accordance with the following provisions as long as the subdivision exists:

- 9.1. Single Family Dwelling. No building shall be erected, altered, placed or permitted to remain on any lot platted for single-family use other than one (1) detached single-family dwelling not to

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exceed two (2) stories in height and an attached private garage for not more than three (3) vehicles. Provided further that owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the lot as a residence, but only if the activity is acceptable as a home occupation under the Zoning Regulations of Sarasota County; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian, equestrian, or vehicular traffic in the subdivision; does not increase the insurance risk of other homeowners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents.

- 9.2. Lease. 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

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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 a misdemeanor or felony 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; or
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.

If the Association disapproves a prospective Tenant or lease for “good cause” as set forth above, the Association shall have no duty to furnish an alternative Tenant or lease and the disapproved tenancy and/or lease shall not be made.

- (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 in the manner prescribed in Chapter 83, Florida Statutes 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.

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- 9.3. General Public Conduct. No activities open to the general public shall be conducted upon any portion of the common area unless it has been approved by the Board of Directors, or upon a residential property, or within a dwelling except for a real estate open house.
- 9.4. Receipt of Governing Documents. Upon the sale, lease, inheritance, or other transfer of property within the Association, the seller, lessor, or other party responsible for the transfer of the property shall provide the purchaser, tenant or other party responsible for receiving the property a current copy of the Declaration, Amended and Restated Agreement For Jacaranda, and applicable rules of the Association and shall notify the Association in writing through the property management firm of the Association, that the aforementioned documents have been provided to the proper party. Furthermore, upon the purchase, rental or other acquisition of the property, the buyer, tenant, heir or other party responsible for the acquisition or occupancy of the property shall notify the Association, in writing through the property management firm of the Association, that the aforementioned documents have been received.
- 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 rules, guidelines and procedures 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.
- 9.6. Subdividing Lots. No Lot shall at any time be subdivided or sold, except as a whole or combined with any other Lot except with the Board of Directors' consent. The Board of Directors may grant permission to subdivide or combine Lots under the following circumstances:
- (a) To an Owner of a vacant Lot to convey part of the same to an adjoining Owner on one (1) side and the remainder to an adjoining Owner on the other side, provided both conveyances occur simultaneously.
 - (b) To join two (2) Lots together to serve as one (1) building site.

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- (c) To an Owner of two (2) or more contiguous Lots to convey a part of one (1) Lot to an adjoining Lot Owner, providing that owner shall retain ownership of land having a frontage and total area meeting all minimum requirements of a Lot hereunder.
 - (d) In the event any portion of any Lot shall once be conveyed as permitted under subparagraphs (a) or (b) above, the portion of lands so conveyed and the land then owned by the Grantee thereof shall together thereafter be deemed and constituted forever one (1) single Lot, except for voting and Assessment purposes. In the case as above provided under subparagraph (b), the portion of land retained shall thereafter be deemed and constitute one (1) single parcel and shall not in any event, thereafter, be further subdivided or sold, except as one Lot. The Association as the Developer, its successor and assign, shall have the same rights and privileges as any other Owner as above provided.
 - (e) In no event, however, shall any Lot resulting from the subdivision permitted under this paragraph violate the provisions of Article 9.8.
- 9.7. Set Back Requirements. No building shall be placed, constructed or located nearer than twenty (20) feet to the front lot line, or nearer than seven (7) feet to an interior side lot line or nearer than twenty (20) feet to any side street lot line or nearer than twenty (20) feet to a rear lot line. Nor may any part thereof project beyond setback lines, as set forth in the prevailing Sarasota County Zoning Regulations. Terraces, wing walls, roof overhangs, fences, low platforms, steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside of setback lines, provided such construction items shall not interfere with easements of record, or the exposure, or view, or reasonable privacy of adjoining, or facing property, as shall be determined by the Architectural Review Committee, and shall in all events be in compliance with the prevailing Sarasota County Zoning Regulations. For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family Dwelling built upon a Lot shall be considered a part of the Dwelling.
- 9.8. Type of Dwelling. All Dwellings constructed, altered, permitted to remain or to be occupied on any Lot shall conform to the following requirements in addition to all of the provisions of this Declaration, to wit:
- (a) Only one (1) single family Dwelling shall be permitted on any Lot.
 - (b) Any structures which are accessory to the Dwelling such as garages, porches, service or utility rooms, guest rooms, pools and pool enclosures, and the like shall be attached to and an integral part of the Dwelling building and shall also conform with all requirements thereof. No separate or detached structures of any type shall be permitted on any Lot.
 - (c) Such Dwelling shall have a ground floor area of not less than 1500 square feet, exclusive of the area of any garage, porches, storage areas, or patios, whether or not roofed. No Dwelling shall exceed more than two (2) stories in height Garages as required herein shall have a ground floor area of not less than 400 square feet.
 - (d) All roofs of Dwellings shall be of tile, cement, slate, Bermuda style cement, Key West style metal roof, or asphalt shingles. All roofing materials installed on a Dwelling shall be in compliance with all requirements of all applicable building codes.
 - (e) All Dwellings shall be constructed of durable materials and of external design harmonious with existing structures on comparable locations within the subdivision. All external building walls must be of cement block, stucco, wood, vinyl, brick or stone, unless otherwise approved by the ARC in writing. No asbestos shingles or asbestos siding of any type or asphalt, or similar covering shall be used on exterior walls.

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- (f) All areas of every Lot not occupied by the Dwelling, screen enclosure, or patios shall be duly landscaped in accordance with plans approved by the ARC. All yard areas shall have turf grass or have ARC approved ground cover, mulch, or pebbles, except for permitted drives and parking areas, as designated by the ARC, unless otherwise approved by the ARC in writing.
- 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.
- 9.10. Shorelines. Shoreline contours of any lake within the properties, and the Lots above or below water, may not be changed, altered, or improved in any manner without the prior written approval of ARC and (75%) seventy-five percent of the Board of Directors. Approved changes, alterations, or improvements to shoreline contours shall be in compliance with all applicable Federal, State, and County regulations.
- 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 as 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 and 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. Any ARC approved addition to a perimeter barrier wall must be the same height as the existing perimeter barrier walls.
 - (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 the new fence, if the fence meets all the requirements contained herein as may be adopted by the Board of Directors or the

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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

9.12. Unsightly Objects - Visible Storage. All portions of the lot shall be kept in a clean and sanitary condition at all times and shall be free of any unsightly objects, items, or conditions and shall be in compliance with any local or state health codes. No garbage, recyclables, refuse, or rubbish shall be deposited or kept on a lot except in a suitable container. All areas for deposit, storage or collection of garbage, recyclables, fuel, oil, gas or trash must be substantially shielded or screened from neighboring property or Common Areas, including the golf course; provided however, that garden trash collected may be placed and kept at the front of the Lot or living unit and need not be in any container, for periods not exceeding twenty-four (24) hours. All equipment or containers for the storage or disposal of such material shall be kept in a clean and sanitary condition and must be removed from the street within twelve (12) hours after pickup. Screening required herein shall be approved by the ARC.

9.13. Parking.

- (a) 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 are not Permitted Vehicles as set forth in Paragraph 9.13(c) below;
7. Pick-up trucks that are not Permitted Vehicle because of modifications as set forth in Paragraph 9.13(d) below;
8. Commercial trucks;
9. Commercial vehicles;
10. Car covers.

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The prohibited vehicles listed in this Paragraph 9.13(a) 2, 3 and 5 will be permitted to be parked on a Dwelling Driveway or the streets within the Jacaranda West Community for the purposes of loading and unloading up to twenty-four (24) hour period if permission is first obtained from the Association Management Company.

- (b) 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.
- (c) 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, and sport utility vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer.

Permitted Vehicles shall also include pick-up trucks that meet the following specifications:

1. The pick-up truck must be less than 22 feet in length, less than seven (7) feet in height, and have no more than four (4) wheels/tires.
 2. The pick-up truck must not be considered a “Commercial truck” as defined in paragraph 9.13(b) herein.
- (d) In addition to the restrictions enumerated in Section 9.13(b) and (c) herein, pick-up trucks, vehicles, and sport utility vehicles that have been modified by increasing their height or adding, off-road wheels/tires, hydraulics, over-sized wheels/tires, roll bars or similar equipment and vehicles having more than four (4) wheels/tires, are also NOT considered 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.
 - (e) 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.

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- (f) 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".
 - (g) 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.
 - 5. 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.
 - (h) Notwithstanding the foregoing parking limitations, service vehicles may be temporarily parked as necessary during the time they are actually servicing a Dwelling, Lot, Common Area, Common Element, but in no event overnight.
- 9.14. Dwelling, Improvement, Yard and Lawn Maintenance. The maintenance and repair of all dwellings, improvements, yards and lawns shall be as follows:
- (a) Dwelling and Improvement Maintenance and Repair. All dwellings and other improvements on a Lot shall be maintained in a well-kept neat and clean appearance and shall be fully functional at all times. Dwellings and other improvements shall be free of: 1) chipped, peeling and faded paint; 2) mold and mildew; 3) visible cracks; and 4) any other deteriorated condition which is an annoyance or disturbance to other Owners or which in the Board of Director's determination impairs home values.
 - (b) Yard and Lawn Maintenance and Repair. All improved Lots shall be sodded with turf grass or other suitable groundcover approved by the ARC, including the area between the front line and the paved portion of any right-of-way upon which the said lot abuts, except for necessary driveways and parking areas, and those areas adjacent to Jacaranda Boulevard. Each owner shall be responsible for and shall maintain in good condition and repair and in an attractive manner: 1) all landscaping, including but not limited to, grass (which is not to exceed eight (8) inches in height and which shall be routinely watered), trees, shrubs, bedding plants, and landscaping materials and similar improvements; 2) driveways; and 3) parking areas. Except as otherwise provided herein, no refuse piles or dead vegetation shall be kept, stored, or maintained on a Lot Lots shall be free of weeds, invasive infestations, and dead spots.

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- (c) Barrier Wall Maintenance. The interior side of barrier walls located on a Lot shall be maintained in a well-kept neat and clean appearance and shall be free of mold, mildew and chipped, faded or peeling paint. The Board of Directors shall adopt an interior barrier wall paint color that shall be the same color as the approved street side wall color.
- 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 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 the 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.
- 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 that 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 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 lager than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United Sates 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.

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- 9.17 Antenna. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association. No mast or antenna or similar structure for the transmitting or receiving of am/fm radio, or any other form of radio communication shall be permitted on a Lot. With prior written ARC approval, a lot owner or tenant may install a television, satellite, or other antenna or satellite system in accordance with the following provisions:
- (a) Permitted Antennae. Permitted antennae include (collectively hereinafter referred to as "antennae"): direct broadcast satellite dishes (DBS) that are less than one (1) meter (39 inches) or less in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one (1) meter (39 inches) in diameter of diagonal measurement. Such devices may be mounted on masts to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than the building roof line without prior written approval of the ARC.
 - (b) Permitted Antennae Location and Paint. To the extent feasible, permitted antennae must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other owners or persons if this placement would still permit reception of an acceptable quality signal. All permitted antennae shall be painted to blend into the background against which they are mounted for so long as the paint will not interfere with an acceptable quality signal.
 - (c) Compliance with Requirements. To safeguard the safety of the owners or occupants of the Lot upon which the permitted antennae is installed, as well as neighboring owners or occupants, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements including, but not limited to: 1) obtaining a permit for the installation of the permitted antenna, if required; 2) hiring a licensed contractor with sufficient expertise and adequate insurance to protect their work, if required; 3) installing the permitted antennae away from power lines and other potentially dangerous areas; 4) installing and using the permitted antennae in accordance with safety recommendations and requirements of the manufacturer; and 5) in accordance with the customs and standards for the antennae industry, including compliance with electrical code requirements to properly ground the permitted antennae, and installation requirements to properly secure the permitted antennae.
 - (d) It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals.
- 9.18. Energy Saving Devices. Renewable energy saving devices permitted by FS 163.04 are permitted subject to the prior written approval of the ARC. Reasonable rules regulating the location and installation of renewable energy saving devices may be adopted by the Board of Directors. All approved renewable energy saving devices shall be maintained in a well-kept appearance and condition at all times.
- 9.19. Docks, Boathouses, and Boats. No dock, bulkhead, seawall, mooring, piling or other construction shall be erected on, or over, the lakes or waterways appurtenant to any of the

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properties without the prior written approval of the ARC and not less than (75%) seventy-five percent of the Board of Directors. No petroleum powered motor boats shall be permitted or used on any lakes or waterways in the community, except when such boats are being used for the purpose of lake maintenance as authorized by the Association. Electric or solar powered boats, sailboats, canoes, or similar vessels are permitted (herein "Permitted Boats"). Permitted Boats kept as provided in Article 9.13 above shall be anchored, chained, or otherwise tied down when not in active use.

9.20. Drainage. No changes in elevations of the properties, or any part thereof, shall be made without the prior written approval of the ARC and not less than seventy-five percent (75%) of the Board of Directors and any governmental agency mandating compliance with applicable laws, code, rules, or regulations.

9.21. Hurricane Shutters. No shutters the purpose of which is to protect windows, doors, and interiors of a building, nor any other storm or security protection material or device, shall be installed on or attached to any building nor maintained in a closed position unless they are of professional grade, quality, and appearance meeting the following criteria and in accordance with the following requirements:

(a) Permitted Shutter Types Color Requirement

Aluminum Metal Panels	White or painted to match the building color, except for metal shutters installed prior to March 2008.
Clear Shutters	Unpainted
Fabric	White or similar to the building color
Roll-down Shutters	White or Painted to match the building color
Colonial Shutters	White or Painted to match the building color
Bahama Shutters	White or Painted to match the building color
Accordion Shutters	White or Painted to match the building color
Wood Panels	Unpainted, White or Painted to match the building color

(b) Permitted Shutter Types described above in (a) shall be approved by the ARC prior to installation. Owners shall submit to the ARC a written application for approval specifying the shutter model, style and color. Installation approval shall be in accordance with Article 7.2.(a) above.

(c) It is understood that shutter technology, materials, and design are constantly evolving. Accordingly, the ARC shall have the authority to adopt additional Permitted Shutter Types. Additional ARC Shutter Types shall be approved in accordance with Article 7.2.(a) above prior to installation.

(d) The Board of Directors may adopt rules, guidelines, and procedures for the use of Permitted Shutters (activation and deactivation) for storm, security, and other purposes. Owners absent from a home during the hurricane season (June 1st through November 30th) shall be permitted to activate Permitted Shutters during their absence.

9.22. Nuisances. No noxious or offensive activity shall be carried upon or within any Lot or dwelling, nor shall anything be done or placed thereon which may be or becomes a nuisance or cause of unreasonable embarrassment, disturbance or annoyance to any other Owner, tenant, or

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occupant or unreasonable interference with the enjoyment of a Lot, dwelling or the Common Area, or has the potential of having an adverse impact on the economic value of other Lots.

- 9.23. Unlawful or Unsafe Use of Property. No unlawful or unsafe use shall be made of any Lot or Common Area.

ARTICLE 10
AMENDMENT

- 10.1. Term. This Declaration became effective upon its original recordation in the Public Records of Sarasota County, Florida, and the restrictions herein shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots within the Property subsequently executed, and are binding on all parties and all persons claiming under such deeds, for a period of thirty (30) years from the date this Declaration was originally recorded. The Declaration may be extended or revived, as needed, pursuant to the provisions of Chapter 720, Florida Statutes.
- 10.2. Amendment. Except as otherwise specifically provided herein, this Declaration may be amended only in the manner hereinafter set forth.
- 10.3. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any Members' meeting at which a proposed amendment is to be considered.
- 10.4. Resolution. A resolution adopting a proposed amendment may be proposed by either approval of a majority of the Board of Directors present and voting at a regular or special meeting or by not less than twenty percent (20%) of the Members voting by proxy or ballot.
- 10.5. Vote. Members not present in person at the Members' meetings considering the amendment may express their approval in writing, by proxy, providing such approval is delivered to the Secretary prior to the meeting. An affirmative vote of not less than two-thirds (2/3rds) of those eligible Members who cast their vote in person or by proxy, is required to amend this document. Notwithstanding any adopted quorum requirement, no amendment to this Declaration shall be valid unless at least two-fifths (2/5ths) of the entire membership cast a vote on the amendment.
- 10.6. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 11
ENFORCEMENT

- 11.1. Enforcement. If any Owner of a Lot or Dwelling, tenant, guest, occupant, person, firm or corporation, or their respective heirs, personal representative, successors or assigns shall violate or attempt to violate any of the obligations or restrictions set forth in this Declaration, the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, it shall be the right of the Association or any Owner of a Lot or Dwelling within the Property to

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bring any proceedings at law or in equity against the person or persons violating or attempting to violate such restrictions, whether such proceedings aim to prevent such persons from so doing, or to recover damages, or to foreclose against the land any lien created hereunder, or otherwise. In the event such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, that person as well as the Owner of the Lot or Dwelling the offending party is affiliated with shall bear all expense of the litigation, including court costs and reasonable attorney fees (including those on appeal) incurred by the party enforcing the restrictions set forth herein. The Association shall not be obliged to enforce the restrictions set forth herein and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

- 11.2. Waiver. Failure of the Association or any other person or entity to enforce any provision of this Declaration, the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, upon breach, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to any similar breach occurring prior or subsequent thereto. Issuance of a building permit or license which may be in conflict with the restrictions set forth herein shall not prevent the Association or any of the Owners from enforcing the restrictions set forth herein.
- 11.3. Association Self-Help Remedy. Further, the Association shall have the right, upon ten (10) days prior written notice by hand delivery, certified or registered mail, return receipt requested, to take such action as the Association shall deem necessary to cure the default of any Owner who fails or refuses to comply with the provisions hereof (including, but not limited to, the entry upon the Owner's Lot without being guilty of trespass, for towing vehicles that are in violation of parking restrictions or Rules and Regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, all costs and attorney's fees reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Lot Owner on demand, and shall be deemed an assessment and secured by the Association's assessment lien in favor of the Association on the defaulting Owner's Lot as described in Article 6. To the maximum extent permissible, the violator shall pay all costs, including reasonable attorneys and paralegal's fees actually incurred by the Association and the Association shall have the right to foreclose its claim of lien against the Property as a remedy for collection.
- 11.4. Authority of Board of Directors to Levy Fines and/or Sanctions.
 - (a) Fines. The Board of Directors may levy reasonable fines against a Lot, the Owner of a Lot or Dwelling, or its lessee, occupant, licensee or invitee for failure of the Owner of the Lot or Dwelling, or its lessee, occupant, licensee or invitee to comply with any provision of the Declaration, or the Bylaws, the reasonable Rules and Regulations rules of the Association, or the Architectural Standards of the Association. Nothing herein shall authorize the Association or Board of Directors to limit an Owner or occupant ingress and egress to or from the Owner's Lot or Dwelling. In the event that any occupant of a Lot or Dwelling violates the Declaration, the Bylaws, or the Rules and Regulations, or the Architectural Standards, a fine shall be first assessed against the occupant residing in the Lot or Dwelling; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner of the Lot or Dwelling shall pay the fine upon notice from the Association. A fine shall not exceed \$100.00 per violation or be

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levied in an amount other than as permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$10,000.00. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the Owner or occupant and, if applicable, its licensee or invitee. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The failure of the Board of Directors to enforce any provision of the Declaration, or the Bylaws, the Rules and Regulations of the Association, or the Architectural Standards of the Association, shall not be deemed a waiver of the right of the Board of Directors to do so thereafter. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

- (b) Notice. After a fine is levied by the Board of Directors, a fine may not be imposed without at least fourteen (14) days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) Members, known as the Hearing Panel, appointed by the Board of Directors who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Association. The notice shall include the following information:
- 1) A short plain statement of the matters asserted by the Association to constitute the violations;
 - 2) A description of the proposed fine and/or sanction to be imposed;
 - 3) A statement that the Owner and the alleged violator (if not the same person) will have an opportunity at such hearing to respond to the alleged violation(s), present evidence and provide written and verbal argument on all pertinent issues, as well as to review, challenge and respond to any material considered by the Hearing Panel.

The 14 day notice shall also be provided to the Owner of a Lot or Dwelling that the accused/offending party is affiliated with if said accused/offending party is not the Owner of a Lot or Dwelling.

- (c) Hearing Panel. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the Hearing Panel, by majority vote, does not agree to fine or sanction, it may not be levied. Prior to the effectiveness of any fine hereunder proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused /offending party appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed. Any fine levied by the Board and approved by the Hearing Panel will be considered a special assessment against the Lot or Dwelling to which it is imposed.

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- (d) Collection of Fines, Liens for Fines and Foreclosure. After the levy of any fine by the Board and after the imposition of the fine after being approved by the Hearing Panel, the Board may collect the fine in one or more installments. Once a fine is duly levied and imposed, and the hearing process has been exhausted, regarding any fines exceeding in the aggregate \$3,000 against a Lot or Dwelling, the Association has the authority to record a lien on the subject Lot or Dwelling for the amount of the fines, which would include related attorney fees associated with the imposition of the fine, interest on the amounts due and any costs and attorney's fees incurred in creating and enforcing and/or foreclosing the lien. The Association has the authority to initiate foreclosure proceedings to enforce any liens created pursuant to this paragraph and to recover all costs and attorney's fees involved in such foreclosure.

Prior to filing suit to foreclose any lien created pursuant to this paragraph, the Association shall complete the following:

- (a) The Board of Directors shall hold a Board Meeting to approve the Hearing Panel approved fine as a special assessment against the subject Lot or Dwelling.
 - (b) The Association comply with all notice requirements for the foreclosure of a lien for delinquent assessments as mandated in the Homeowners Association Act, as subsequently amended from time to time.
 - (c) The Association shall initiate any pre-suit mediation requirements as required by the provided in Section 720.311, Florida Statutes, as subsequently amended from time to time.
- 11.5. Suspension of Voting and Recreational Rights. The Association has the power to suspend the voting rights and right to use of recreational facilities, if any, within the Common Area by an Owner in the manner provided in Section 720.305, Florida Statutes, as subsequently amended from time to time.

ARTICLE 12
MISCELLANEOUS

- 12.1. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid to the last known address of said Owner.
- 12.2. Severability. Invalidation of any term or provision of this Declaration by judgment or court order shall not affect any of the other provisions hereof which shall remain in full force and effect.
- 12.3. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; the use of the terms include or including shall mean include without limitation or including without limitation, as the case may be; and any reference to attorney fees shall mean reasonable attorney fees incurred before, during and after litigation, including appellate proceedings, and including fees of legal assistants. The headings used herein are for convenience only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

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- 12.4. Deed and Contract to Include Reference. All deeds and contracts pertaining to the sale, transfer, lease, encumbering, or other disposition of a Lot in the Subdivision shall specifically contain a reference to the same being subject to this Declaration.
- 12.5. Approvals. Wherever herein the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by either the ARC or the Board of Directors. In the event such party fails to act on any such written request within ninety (90) days after the same has been received, the consent or approval to the particular action sought in such written request shall be conclusively and irrefutably presumed, except that no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained other than the covenant to obtain the approval specifically requested as set forth above.
- 12.6. Occupants Bound. All provisions of this Declaration governing the usage of a Lot or the conduct of an Owner shall also apply to all occupants of the Lot and all family members, guests, and invitees of the Owner. Each Owner shall cause all such occupants, family members, guests and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with and be fully bound by such provision
- 12.7. Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order or in any other manner shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
- 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.
- 12.9. Binding Agreement: This Declaration shall be binding upon the Association and its members, their grantees, successors, assigns, personal representatives and heirs, and shall inure other appropriate governing authority.