



 This Instrument Prepared By:
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
AUBURN WOODS**

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions of AUBURN WOODS, was recorded at Official Records Instrument Number 2002167638, as amended, of the Public Records of Sarasota County, Florida, and

WHEREAS, there has been one amendment to the Declaration as reflected by an instrument recorded in the Public Records of Sarasota County, Florida at Official Records Instrument Number 2005180156.

WHEREAS, a significant package of amendments was recently approved by affirmative vote on the 22nd day of February, 2011, of not less than sixty-six percent (66%) of the total membership at a properly called Members' Meeting.

NOW, THEREFORE, AUBURN WOODS OWNERS' ASSOCIATION, INC., does hereby amend and restate the Declaration of Covenants, Conditions and Restrictions for AUBURN WOODS, for the purpose of integrating all of the provisions of the Declaration, together with the previously recorded amendment, and recently adopted amendments and does hereby resubmit the lands described in the Declaration as originally recorded to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the subdivision Property and binding on all existing and future Owners, and all others having an interest in the subdivision lands or occupying or using the subdivision Property.

**(Substantial Rewrite of the Declaration of Covenants,
Conditions and Restrictions
See the Original Declaration of Covenants, Conditions and
Restrictions for Current Text.)**

**ARTICLE I
PURPOSE**

The real property which is subject to this Declaration, and which is more particularly described in Exhibit "A" as attached to the Declaration as originally recorded (the "Property") is subject to the restrictions set forth below which shall be deemed to be covenants running with the land, and imposed on and intended to benefit and burden each Lot within the Property in order to maintain within the Property a residential area of high standard.

ARTICLE 2 DEFINITIONS

2.1 **"Articles"** shall mean and refer to the Articles of Incorporation of the Association, as attached to the Declaration as originally recorded as Exhibit "B", including any and all amendments or modifications thereof.

2.2 **"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 6.

2.3 **"ARC"** shall mean and refer to the Architectural Review Committee described in Article 6.

2.4 **"Association"** shall mean and refer to Auburn Woods Owners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

2.5 **"Board of Directors"** or **"Board"** shall mean and refer to the Association's Board of Directors.

2.6 **"Bylaws"** shall mean and refer to the Bylaws of the Association, as attached to the Declaration as originally recorded as Exhibit "C", including any and all amendments or modifications thereof.

2.7 **"Common Area"** or **"Common Areas"** shall mean the Surface Water Management System facilities, and all portions of the Property (including pool, cabana, roadways, parking areas, and all other improvements and landscaping thereon, if any) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

2.8 **"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 property, and all other areas of the subdivision maintained by the Association, including those parts of the Lots that the Association is to maintain under these Covenants. 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) Expenses of administration and management of the Association.

(e) The cost of any insurance obtained by the Association.

- (f) Reasonable reserves as deemed appropriate by the Board.
- (g) Taxes and other governmental assessments and charges paid or payable by the Association.
- (h) Utility charges, including deposits, incurred in the carrying out of other Association obligations hereunder.
- (i) 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 or Bylaws, and furtherance of the purposes of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration.
- (j) The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense.

2.9 “**Developer**” refers to Auburn Woods Villas, Inc., a Florida corporation, and its successors in interest. Developer’s rights hereunder were assigned in whole to the Association at Turnover.

2.10 “**Declaration**” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Auburn Woods as modified and amended from time to time.

2.11 “**Dwelling**” shall mean and refer to each and every detached single-family dwelling unit, or attached single-family dwelling unit attached to a party wall and constructed on any one Lot. For example, there shall be one Dwelling located on Lot 1A and one Dwelling located on Lot 1B. The Dwellings located on Lots 10 and 18 are detached single-family dwelling units with no party wall.

2.12 “**Lot**” shall mean and refer to any plot of land shown on any recorded plat or subdivision map of the Property or any part thereof, with the exception of Common Areas or areas deeded to a governmental authority or utility, if any.

2.13 “**Member**” shall mean and refer to every person or entity who is qualified for membership pursuant to Article 4 of this Declaration.

2.14 “**Owner**” shall mean and refer to the record title Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.15 “**Property**” shall mean that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, if any.

2.16 “Surface Water Management System” shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Property subject to the jurisdiction of the Southwest Florida Water Management District (“SWFWMD”) and the Sarasota County Natural Sciences Division.

ARTICLE 3 EASEMENTS

3.1 Owner’s Easement of Enjoyment. A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions of the Property, and for maintenance of the Common Area and all of the Dwellings, for the benefit of the Association, all Owners and residents of the Property, and their invitees and licensees, as appropriate.

3.2 Reciprocal Easements. There shall be reciprocal appurtenant easements between each Lot and the portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for (i) encroachments caused by footers and eaves of any Dwelling over the side, front or rear Lot line of any Lot, provided that no such encroachment shall be greater than two feet (2’) or shall interfere with any utilities installations upon the Lot which is encroached upon, (ii) encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration; (iii) access to, maintenance and repair of utility facilities serving more than one Lot, and (iv) access to an adjacent Lot as reasonably required in order to complete construction of and maintain a Dwelling on any Lot, provided that this construction and maintenance easement shall not apply to any portion of a Lot on which a Dwelling or any portion thereof is already erected. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to the Lot as a result of such exercise.

3.3 Party Wall Easements. The Owner of each Lot is hereby granted a non-exclusive perpetual easement over and across such portion of any adjoining Lot as may be reasonably necessary for the support, maintenance or replacement of any party wall serving the Owner of any Lot or other improvements serving the Owner of any Lot which, by virtue of overhangs, inaccuracies in construction or settlement or movement of any improvements, encroach upon such adjoining Lot.

3.4 Easements for Utilities and Drainage.

(a) **Perpetual Non-Exclusive Easements.** Perpetual nonexclusive easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to the Association, and any assignee of the Association, over all utility and drainage easement areas shown on any plat of the Property or any part thereof now or hereafter

recorded, or encumbered by recorded easements as of the date of recording hereof (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas).

(b) **Utility Easements.** Further, an easement is hereby reserved over all portions of the Property for installation and maintenance of electrical apparatus, CATV facilities, or other apparatus for any utilities now or hereafter installed to serve any portion of the Property, in favor of the provider of such utilities, including without limitation Florida Power and Light Company, provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The specific location of any such apparatus or facilities, and the granting of specific easements thereof in favor of the providers of any such utilities, shall be determined by and within the powers of the Association. A specific easement five feet (5') in width and directly adjacent to the road right-of-way abutting each Lot is also reserved for Florida Power and Light Company for the installation, operation and maintenance of electrical apparatus. Further, specific easements (except as otherwise indicated on the recorded plat), are hereby reserved on, under, across and through those portions of the Lots indicated below which are immediately adjacent to the Lot lines indicated below, for drainage and the installation and maintenance of utilities to serve each of the Lots lying on either side of said Lot lines:

(1) as to each Lot, easements of varying depth from the rear Lot line as shown on the recorded plat;

(2) as to each Lot, five feet (5') in width from the side Lot line opposite the party wall; however, where an area greater than one Lot is used as a building site, the outside boundary of said site shall be subject to the described Lot line easements. Lots 10 and 18 shall have a five foot (5') easement along each side Lot line;

(3) as to each Lot, ten feet (10') in width from the front Lot line.

(c) **Easement Maintenance.** The easement rights reserved pursuant to this section shall not impose any obligation on the Association to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them, but the Association shall have the maintenance obligations imposed elsewhere in this Declaration. Subject to the terms of this Declaration regarding maintenance by the Association, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

(d) **Encroachments into Easement Areas.** Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or prevent access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. However, subject to the following provisions regarding maintenance and repairs, and subject to the

architectural approvals described in Article 6, the following shall be permitted to encroach upon or be constructed and maintained within the easement areas described in this Section 3.4: roof overhangs or eaves; air conditioning or heating equipment; pool equipment; any walls or hedges screening air conditioning, heating and/or pool equipment from public view; driveways; sidewalks; walls; fences; and/or gates. Any improvements within easement areas shall be constructed and maintained at the risk of the Owner, and any damage to such improvements caused by utilization of the easements shall be repaired at the Owner's expense, except as follows. In the event a driveway, sidewalk, wall, fence, gate or landscaped area must be partially removed or damaged in order to gain access to any utilities facilities serving any Lot other than the Lot on which the damaged area is located, and provided that the need for access is not due to the fault of the Owner of the Lot on which the damaged area is located, the cost of repair of the damaged area shall be borne by (i) the Association, if more than one Lot is serviced by the utilities facilities to which access is needed, or (ii) if only one Lot is served by such utilities, the Owner of such Lot.

(e) **Property Located on Easement.** The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the portion of the Property which is subject to such easement.

(f) **Alter Drainage Easements.** With regard to specific easements for drainage, the Association shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot unless the Lot Owner shall consent to such alteration.

3.5 Association Access Easement. The Association reserves for itself, and its respective grantees, successors, legal representatives, agents and assigns, an easement for access and maintenance purposes to, over and across all portions of the Property and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Declaration. Absent emergency conditions, entry into any Dwelling shall not be made without the consent of the Owner or occupant thereof, except pursuant to a valid court order. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

3.6 Easements Serving Property and Adjacent Property. The Association is provided with a blanket easement, and the right to grant and record specific easements, encumbering all portions of the Property as reasonably required to provide access, permits, licenses and utilities services to any portion of the Property and/or lands adjacent to the Property. The Association, joined by any other party expressly benefitted thereby under a separate written easement or other instrument, shall have the right to terminate the foregoing easements as to any portion of the Property on which the easement rights are not being utilized. Any specific easements granted pursuant to this Section 3.6 shall not unreasonably interfere with the use and enjoyment of the Property by the Owners. Each Owner hereby appoints the Association its attorney in fact, coupled with an interest, to execute any instruments which may be necessary to effectuate the intent of this Section 3.6.

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, and such additional rights as may reasonably be implied therefrom.

4.2 Power to Grant Easement. 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.

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 and the City of Venice, Florida, has the right, upon the failure of the Association to do so, to maintain these Common Areas, and to record a lien against such Common Areas to secure payment by the Association for the cost of such maintenance.

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 5 regarding interest, costs and attorneys' fees shall apply to the lien established in this Section 4.5.

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. The Owner of each Lot shall be entitled to cast one (1) vote for each Lot owned as provided for in the Bylaws.

4.7 Services. The Association has the power to arrange for the following services:

(a) **Common Services.** The Association may arrange with others to furnish other common services to each Lot, and the cost thereof may be included in the assessments for maintenance described in Article 5 below.

(b) **Landscaping Services.** In the event any landscaping or any planting shall die or be destroyed, the Association shall be responsible for such loss or damage, and

shall replace such item or items at its expense, except that all items listed in Article 7.4(a) herein are a Lot Owner's responsibility.

(c) **Irrigation Services.** The Association shall arrange with the City of Venice for the acceptance of treated effluent for irrigation purposes as soon as the City of Venice makes such effluent available, and each Owner is obligated to accept such effluent for irrigation of such Owner's Lot. At such time as the City of Venice makes such effluent available, the Association shall install a meter to measure the effluent used for irrigation and any other facilities necessary to provide effluent to the Property for irrigation purposes. The Association shall bear the initial cost of such meter and other facilities and may thereafter levy a special assessment against the Owner to recoup its expenditure as provided in Section 5.9.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 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.

5.2 Share of Common Expenses. Each Lot Owner shall be liable for a 1/76th share of the common expenses.

5.3 Annual Budget of Common Expenses. The annual budget of common expenses shall be adopted by the Board of Directors of the Association.

5.4 Interest; Application of Payments. Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) 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.

5.5 Late Fee. The Association may 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.

5.6 Acceleration of Assessment Installments Upon Default. If a Lot Owner shall be in default in the payment of an installment upon an 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 the Owner by registered or certified mail, whichever shall first occur.

5.7 Lien for Assessments. There shall be a lien for unpaid assessments as provided by the Homeowner's 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.

5.8 Estoppel Information. The Association shall, within fifteen (15) days after receiving a written request for same, certify to any Owner, prospective purchaser of a Unit, or mortgagee in writing (also referred to as an "estoppel letter"), signed by an officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. The Board of Directors shall set a reasonable fee for this service which fee shall be collected by the closing agent from the seller, payable to the Association. Such certificate may be relied upon by all interested persons.

5.9 Special Assessments. Assessments for common expenses that cannot be paid from the annual assessments for common expenses shall be levied as follows:

(a) In the event special assessments are levied, which levy does not exceed an amount of \$250.00 per lot, per year, it shall be made only after fourteen (14) days notice of the need for such is given to the Lot Owners concerned. After such notice and upon Board of Directors approval at a properly called Board Meeting, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

(b) In the event a special assessment is proposed in an amount exceeding \$250.00 per lot, per year, then the Special Assessment shall be made only after fourteen (14) days notice of the need for such is given to the Lot Owners concerned. After such notice and upon an affirmative vote of not less than a majority of the total membership who cast their vote, in person or by proxy, at a properly called Members' Meeting, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

5.10 Subordination of the Lien of First Mortgages. Except as otherwise provided by law, the Association's lien for assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recording of a claim of lien against the portion of the Property encumbered by such mortgage, at any time prior to the foreclosure of the Association's lien, against the same portion of the Property as described in the Association's lien. In the event the mortgage was recorded on or after July 1, 2008 and the Mortgagor names the Association as a Defendant in its mortgage foreclosure action, the Mortgagor shall be responsible to pay the lesser of one percent (1%) of the original mortgage note or one (1) year of unpaid Assessments, whichever is less, as is required by Chapter 720, Florida Statutes. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 6
ARCHITECTURAL CONTROL AND LANDSCAPING COMMITTEES

6.1 Records. The Association, through the ARC, shall maintain records of all Architectural Control proceedings.

6.2 Architectural Review Committee. For the purposes of carrying out the Architectural Control process, there shall be an Architectural Review Committee (the "ARC"). The Committee shall consist of not less than three (3) nor more than seven (7) members. The members of the ARC shall be appointed by the Board. The Chairman of the ARC shall also be a member of the Board of Directors. Members of the ARC shall serve terms established by the Board.

(a) **Architectural Standards.** Subject to approval from the Board of Directors, the ARC may, from time to time, adopt and promulgate architectural standards for the subdivision. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, esthetic and environmental concept and the original development of the subdivision. All standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

(b) **When Architectural Review is Required.** Architectural Review shall be required in each of the following circumstances:

(1) Whenever an Owner proposes to construct or place any improvements on the Owner's Lot.

(2) Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.

(3) Whenever any Owner or the Association proposes to maintain or repair an improvement or Lot in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the improvement thereon.

(4) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

(5) Without limiting the generality of the foregoing, the addition of patios shall be subject to Architectural Control, as shall the construction or placement of any fence, wall, screen enclosure, water or sewer line, drain, sports equipment, solar energy device, decorative building, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or improvements located thereon when viewed from the street.

(c) **Procedure.** Whenever an Owner proposes any improvements or alterations for which Architectural Control is required, there shall be submitted to the ARC a written application for approval and at least one complete set of plans and specifications for the proposed construction and landscaping. Such plans and specifications shall include, as appropriate, the following:

(1) A site plan for the Lot showing the location, shape and dimensions of all proposed additions, alterations or improvements. When necessary such site plan shall address the pavement and landscaping to be installed and plant material to be removed.

(2) Specification of all materials to be used, including description of type, color and nature.

(3) Samples of materials and proposed colors for external application.

(4) Such other additional and supplementary information and materials as the ARC may reasonably require.

(d) **Waiver.** The ARC may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, description, plans or specifications provide information of reasonably sufficient detail for the ARC to review.

(e) **Approval.** The ARC shall review and evaluate all submissions and shall, within forty-five (45) 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, as approved by the Landscaping Committee, if such landscaping would, in the judgment of the ARC, result in a significant increase in the cost of the Association carrying out its lawn and landscaping maintenance responsibilities under this Declaration. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. Failure of the ARC to approve or disapprove within forty-five (45) days after receipt of all the Owner's requested material shall be deemed approval. Once the plans are approved, the ARC shall issue a Certificate of Approval for such plans which the Owner shall submit to the City of Venice at the time the Owner applies for a building permit.

(f) **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 sixty (60) 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.

(g) **Routine Procedures.** Where the ARC has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, a Lot Owner may comply with such standards without formal approval.

(h) **Rules and Regulations.** The ARC may adopt reasonable rules and regulations for the conduct of its authority.

6.3 Landscaping Committee. For the purposes of carrying out the Landscaping Control process, there shall be a Landscaping Committee. The Committee shall consist of not less than three (3) nor more than seven (7) members. The members of the Landscaping Committee shall be appointed by the Board. The Chairman of the Landscaping Committee shall also be a member of the Board of Directors. Members of the Landscaping Committee shall serve terms established by the Board.

(a) The Landscaping Committee shall have all the powers and duties set forth above in Article 6.2 as provided to the ARC. In addition, with the exception of items listed in Article 7.4(a), the Landscaping Committee shall approve and oversee the following:

(1) Whenever an Owner proposes initial landscaping or any significant change or addition to the landscaping of the Owner's Lot, except for plantings within a substantially enclosed courtyard area.

(2) Specification of all plant and other material proposed for landscaping plans.

(3) In the event any landscaping or any planting shall die or be destroyed by any cause whatsoever, the Association shall be responsible for such loss or damage, and shall replace such item or items at its expense, except that all items listed in Article 7.4(a) herein are a Lot Owner's responsibility.

(4) All trees, grass, shrubs and plantings shall be maintained exclusively by the Association, except if otherwise designated in this Declaration. The Association shall also maintain the lawns within the Property, which includes mowing, edging, and fertilizing.

(5) That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a Dwelling, patio, flower bed, driveway or walkway, shall be sodded with grass. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall be maintained by the Association in good condition, as provided elsewhere herein, and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded area. All landscaping materials shall be installed on the Lot or stored out of sight within seven (7) days of delivery.

6.4 Liability of Board of Directors. The Board of Directors of the Association and each of its members from time to time shall not be liable in 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, 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 7

MAINTENANCE AND COMMON AREAS; DAMAGE; INSURANCE

7.1 By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) **Common Areas.** All Common Area parking areas, roads and roadways within the Property; all drainage easements, the pool, cabana and all other commonly used recreational areas shall be maintained exclusively by the Association; all personal property owned by the Association; all of the irrigation systems within the Property, whether on the Lots or on the Common Area; and any other commonly owned facilities.

(b) **Lawns and Landscaping.** All lawns and landscaped areas, except as are designated as Lot Owner maintenance responsibilities by this Declaration. It is the intent and purpose of this provision that all trees, grass, shrubs and plantings shall be maintained exclusively by the Association. The maintenance of the lawns within the Property, which includes mowing, edging, and fertilizing.

(c) **Surface Water Management System.** The Surface Water Management System shall include, but not be limited to, all lake banks, swales, ditches, retention and detention ponds within the Property, wherever located, including but not limited to mowing, fertilizing, and irrigation thereof, as necessary.

(d) **Sidewalks.** All sidewalks and walks serving more than one Lot and curbs within the subdivision, if any, or serving the recreation area.

(e) **Signage.** The Association's maintenance responsibilities shall extend to and include maintenance of all decorative identification sign(s) for Auburn Woods, indicating the name or location of and/or entrance to the Property.

(f) **Walls and Fences.** The Association shall maintain, repair, and replace all courtyard walls and/or fences (excluding party walls).

7.2 Roofs. The Association shall perform the exterior cleaning of all roofs from time to time, as necessary.

7.3 Exterior Painting. The Association shall paint the exterior of the Dwellings, excluding roofs, screened porches and lanais in the community, from time to time, as necessary.

7.4 By the Lot Owner. The maintenance, repair and replacement responsibility of the Lot Owner shall be as follows:

(a) **Landscaping.** Lot Owners shall be responsible for: (i) maintenance and replacement of annual plants on their own Lots, (ii) landscaping installed on their own Lots by themselves or by a prior Lot Owner, and (iii) designated areas on their own Lots to be maintained by Lot Owners as approved by the Board of Directors.

(b) **Dwelling.** All portions of a Dwelling and Lot, except the portions to be maintained, repaired and replaced by the Association, are the responsibility of the Lot Owner. This obligation includes, but is not limited to, the exterior of the Dwelling; roof; patio; screened porch; lanai; outside windows; exterior doors, including any sliding glass doors; screens, screening and screen supports. Such shall be done without disturbing the rights of other Lot Owners.

(c) **Exterior Maintenance.** All other maintenance of the exterior of the Dwellings not designated in this Declaration as the responsibility of the Association shall be the responsibility of the Owner.

(d) **Neat and Attractive Maintenance.** Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including driveways, entrance way pathway, walls, roofs, gutters, downspouts, glass, screened areas, and post lights, by and at the expense of the Owner, except for the specific obligations of the Association under Section 7.1 and 7.2.

(e) **Failure to Maintain.** Under the Owner's failure to do so, the Association, through its Board of Directors, may, at its option, after giving the Owner thirty (30) days' written notice sent to the Owner's last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds of the Association, and with the approval of a majority of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure

such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Section 5.7 below.

(f) **Electrical, Mechanical and Plumbing.** All fixtures and equipment serving only one Dwelling or Lot, including without limitation, utility lines, pipes, wire conduits, and the like, but specifically excluding items to be maintained by the Association as set forth in Section 7.3, shall be maintained and kept in good repair by the Owner of the Dwelling served by such equipment and fixtures.

(1) In the event any such equipment and fixtures installed within the Property serve more than one Dwelling, whether or not within a Lot, the expense of maintaining and repairing same shall be shared equally by the Owners of the Dwellings served by same.

(2) Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than all of the Owners responsible for repairing same, the person causing the damage shall be liable for all expenses incurred by the Owner or Owners in repairing same.

(3) In the event a blockage or obstruction occurs in a sewer line serving more than one Lot, the cost of clearing such blockage shall be paid by the Owner reasonably deemed responsible by the Board of Directors, and if it cannot reasonably be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners.

(g) **Impairment to Structure.** No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property to create a hazard to persons or property.

(h) **Air Conditioning and Heating Equipment.** Lot Owners shall maintain, repair and replace, at their own expense, all air-conditioning and heating equipment, thermostats, ducts and installations serving their Lots exclusively, no matter where located.

(i) **Painting.** Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Lot without the prior approval of the Board of Directors of the Association.

(j) **Responsibility to Report.** To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(k) **Doors and Windows.** Door and window hardware, including sliding glass door assemblies and tracks.

(l) **Water Valve.** The main water supply shut-off valve for the Lot.

(m) **Other Fixtures.** Other facilities or fixtures that are located or contained entirely within the Lot and serve only the Lot.

(n) **Costs Payable to Owner.** Any cost payable by an Owner pursuant to this Section 7.4 which is paid on behalf of such Owner by another Owner or by the Association shall be repaid upon demand, and shall be secured by a lien upon such Owner's Lot as provided in Section 5.7.

7.5 Water Intrusion. Neither the Association nor any Lot Owner shall be liable for any damage, whether it be insurance deductible or other expenses, to the Property or person of any other Lot Owner or occupant caused by water intrusion onto a Lot through the common areas or from another Lot resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Lot Owner is guilty of gross negligence or willful and wanton misconduct.

7.6 Alteration and Improvement. Neither a Lot Owner nor the Association shall make any alterations in the portions of a Lot that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Lot or impair any easement, without first obtaining the approval in writing of Owners of all Lots in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

7.7 Lot Owner Modifications. If a Lot Owner makes or has made any modifications, installations or additions to their Lots, or the Common Areas, the Lot Owners, and their successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Areas or other Lots resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Property, provided, however, nothing herein shall be construed to authorize a Lot Owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required by this Declaration.

7.8 Use of Licensed and Insured Contractors. Whenever a Lot Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Lot or Common Areas, such Lot Owner shall be deemed to have warranted to the Association and its members that the contractor(s) are properly licensed and fully insured, and that the Lot Owner will be financially responsible for any resulting damage to persons or Property not paid by the contractor's insurance.

7.9 Enforcement of Maintenance. If after reasonable notice the Lot Owner fails to maintain the Lot or its appurtenant Common Areas as required in this Declaration, or makes any additions or alterations without the required written consent of the Association, the Association may institute legal proceedings to enforce compliance, or may take any

and all other lawful actions to remedy such violation, including but not limited to, entering the Lot or Common Area, with or without notice to or consent of the tenant or Lot Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other Property or residents or to remove any unauthorized additions or alterations. Any expenses incurred by the Association in performing the work contemplated by this paragraph shall be charged to the Lot Owner, together with reasonable attorney fees and other expenses of collection, if any, and shall constitute a lien on the Lot and may be foreclosed in the same manner as an assessment.

7.10 Negligence; Damage Caused by Condition on Lot. The Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, or personal property made necessary by the act or negligence of the Owner or any member of the Owners' family, guests, employees, agents, or tenants. Each Owner has a duty to maintain the Lot owned by the Owner, any Common Area appurtenant to the Lot (except those Common Areas required to be maintained by the Association as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to either Lots, the Common Areas or the Property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Lots, the Common Areas, or Property within other Lots, the Owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged Property for all costs of repair or replacement not paid by insurance. If one or more of the Lots involved is not occupied at the time the damage is discovered, the Association may enter the Lot without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. Any costs and expenses incurred to mitigate the damage or to prevent its spread shall be the Lot Owner's responsibility to pay to the vendor. In the event the Lot Owner fails to pay this expense, the Association may pay the vendor and proceed to collect the expense from the Lot Owner as an assessment, by means of a claim of lien proceeding, as permitted by Article 5 of this Declaration. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

7.11 Association's Access to Lots. The Association has an irrevocable right of access to the Lots for the purposes of protecting, maintaining, repairing and replacing the Common Areas or portions of a Lot to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Lots. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Lot shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot.

7.12 Hurricane Shutters. Owners shall request prior permission to install permanent hurricane shutters. Owners shall submit to the ARC a written application for approval specifying the shutter model, style and color. Approval for installation will follow all ARC procedures set forth in Article 6. Temporary hurricane shutter are permitted without ARC approval, provided such shutters are installed no earlier than 72 hours before the

forecasted arrival in Southwest Florida of a hurricane or tropical storm and they are removed no later than 72 hours after the storm has passed through the area.

7.13 Party Walls. The rights and duties of the Owners with respect to party walls shall be governed by the following provisions:

(a) **General Rules of Law Apply.** Each wall built as part of the original construction of Dwellings or which were constructed outside the Dwelling upon adjoining Lots and placed on the dividing line between such Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article 7, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Without limiting the foregoing, in the event property damage is caused to a Dwelling due to the negligent act or omission of the Owner of an attached dwelling, the negligent Owner shall be liable for such property damage.

(b) **Sharing of Repair and Maintenance.** The costs of reasonable repair and maintenance of a party wall shall be shared by the adjoining Owners in equal proportions.

(c) **Casualty Loss.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent such destruction or damage is not covered by insurance and repaired out of the proceeds of insurance, the adjoining Owners shall restore the party wall, and each shall contribute one-half of the costs of such restoration. Each Owner shall be responsible for insuring the portion of the party wall located on their Lot under their homeowner's policy.

(d) **Damage Caused by One Owner.** If a party wall is damaged or destroyed by or through the act of an Owner (whether or not such act is negligent or otherwise culpable) so as to deprive the adjoining Owner of the full use and enjoyment of such party wall, then the Owner responsible for such damage shall repair such damage and, to the extent such damage is not covered by insurance, shall bear the full cost of repairs. If such Owner fails to repair such damage promptly, then the adjoining Owner shall effect such repairs and, to the extent the cost of such repairs is not covered by insurance, shall be entitled to contribution for such costs from the Owner responsible for such damage.

(e) **Contribution Runs with Land.** The right of an Owner to contribution from an adjoining Owner under this Article 7 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) **Alterations.** In addition to the other provisions of this Declaration there shall be no alteration of a party wall by an Owner in any manner materially affecting the full use and enjoyment of the party wall by the adjoining Owner without written consent of the adjoining Owner.

7.14 Surface Water Management System. If the surface water management system, or related facilities, are not adequately maintained in accordance with City of Venice and/or SWFWMD standards, or if the Association should fail to exist, the City of Venice and/or SWFWMD shall have the right, but not the obligation, to go onto the Property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. The City of Venice and/or SWFWMD shall have the right to recover all expenses

of such operation, maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

ARTICLE 8 INSURANCE

8.1 Damage; Reconstruction; Insurance. In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements within the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

8.2 Landscape Damage. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace such improvements in a manner consistent with the surrounding area.

8.3 Plans and Specifications. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the plans and specifications for such improvements as originally constructed or with new plans and specifications approved by the Board of Directors.

8.4 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.

8.5 Owner's Insurance Obligations. Owners are expected at all times to maintain, for each Lot owned, adequate casualty, liability and windstorm insurance to provide for complete reconstruction of all improvements on such Lot after casualty.

ARTICLE 9 GENERAL USE RESTRICTIONS

9.1 Residential Use. All of the Property shall be known and described as residential property and no more than one single-family attached Dwelling may be constructed on any Lot. Attached single family Dwellings will be located on the zero Lot line between Lots with the identical numerical designation; for example, a detached single family Dwelling may be located on the zero Lot line between Lots 1A and 1B. No Dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any Dwelling.

9.2 Rental. No Dwelling shall be leased for a term of less than three (3) months. The right to use the Common Area shall pass to each tenant of a Dwelling, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to use the Common Areas during any period that the Dwelling is leased. No Dwelling which is under lease from the Owner shall be occupied by more than two (2) persons for each bedroom

in the Dwelling; this occupancy restriction shall apply only to tenants and not to Owners residing in a Dwelling.

9.3 Structures. Each Dwelling within the Property shall be erected within a Lot, but this provision shall not impair the easement for encroachments established in Section 3.2. Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulations and this Declaration.

9.4 Landscaping; Sprinkling. No Owner shall cause or allow any material alteration of the landscaping originally installed within the Lot owned by the Owner without the approval of the Board. Without limiting the generality of the foregoing, no alteration shall be permitted which would hinder lawn care or mowing, or interfere in any way with the activities of the Association in performing its duties hereunder. Any shrubs or plantings permitted to be installed on a Lot under this Section shall be maintained by the Owner of the Lot, unless otherwise approved by the Board of Directors. All irrigation facilities within and serving a Lot shall be maintained by the Association as provided in Section 7.1 and the Association shall irrigate the lawns and landscaping of all Lots as needed, subject to any limitations on water use imposed by any governmental authority, and except for any landscaping installed by an Owner with Board of Directors approval on the condition that the Owner maintain same, unless otherwise approved by the Board of Directors.

9.5 Single Family Homes. All Lots within the Property shall be developed only as attached single family residences; provided that the foregoing shall not prohibit the attachment or connection of privacy walls or fences to residences, walls or fences on adjacent Lots.

9.6 Architectural Plans. As provided in Section 6 of this Declaration, prior to construction of any Dwelling or other improvements or structures, a complete copy of the Plans therefor, as therein described, must be submitted for approval by the ARC. Such Plans shall conform with the provisions of Section 9.7 through 9.36 below unless a waiver or variance is granted pursuant to Section 9.37 below.

9.7 Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of an attached single family dwelling unit built or to be built upon a Lot shall be considered a part of the "Dwelling." All of the following setbacks are subject to waiver or variance, in the sole discretion of the Association, as provided in Section 9.37.

As to all Lots, and except as designated on the recorded plat, the following building setbacks shall apply. No part of any Dwelling shall be located nearer than:

- (a) twenty feet (20') from any point on the front Lot line of any Lot; or
- (b) ten feet (10') from any point on the rear Lot line of any Lot; or
- (c) five feet (5') from the side Lot line for the next consecutive numerical Lot.

There shall be no setback required as to the side Lot lines between Lots with the same numerical designation (the "party wall" side) (for example, a setback is required from

the side Lot line between Lots 1B and 2A, but not from the side Lot line between Lots 1A and 1B).

Notwithstanding the foregoing, the following shall not be deemed part of the Dwelling for the purpose of this Section 9.7, and shall be permitted to encroach upon or be constructed and maintained within the foregoing setbacks: roof overhangs or eaves, air conditioning or heating equipment, pool equipment, and any walls or hedges screening air conditioning, heating and/or pool equipment from public view.

9.8 Features of Dwellings. All Dwellings constructed, altered or permitted to remain on any Lot shall conform to the following requirements:

(a) All roofs of Dwellings shall be tile unless otherwise approved by the Association in writing. No aluminum roofs shall be permitted.

(b) Any structures such as garages, porches, service or utility rooms, guest rooms, servants quarters, and the like shall be attached to and be an integral part of the Dwelling and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted.

(c) Each Dwelling shall have a ground floor heated and cooled living area of not less than 1,300 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and shall be equipped with automatic door openers.

(e) The minimum driveway width shall be ten feet (10'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, or as approved by the Association, with each drive extending to its intersection with a paved street.

(f) All sidewalks shall be constructed in accordance with building code specifications promulgated from time to time by the City of Venice, including but not limited to the current requirement for an expansion joint at the boundary between the sidewalk and driveway.

(g) Driveway, parking area and walkway design, location, materials and coloring shall be subject to ARC approval.

(h) No carports shall be permitted anywhere in the Property.

(i) No screened garage doors or screened breezeways shall be permitted unless approved by the ARC. Nothing herein shall be construed as to prohibiting the screening of courtyards, upon approval by the ARC.

9.9 Unightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from

adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the ARC.

9.10 Parking and Storage. Each Lot Owner shall comply with the following parking and storage restrictions:

(a) No trailer, camper, motor home, boat trailers, canoes, boats, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Property other than for temporary parking unless parked within an enclosed garage, with the garage door closed, except when the boat or vehicle is being parked or removed.

(b) Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted.

(c) The provisions of this Section shall apply to trailer, camper, motor home, boat trailers, canoes, boats, trucks, and utility vehicles whether used for commercial purposes or not.

(d) Notwithstanding the foregoing, one (1) passenger van, or one (1) pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

(e) No vehicle shall park on the sidewalk, including but not limited to that portion of the driveway which incorporates the sidewalk.

(f) No vehicle shall be parked overnight on the street.

(g) No vehicle maintenance, repair, painting, sanding is permitted on the Property.

(h) All garage doors shall be kept closed except when:

(1) a vehicle or other article is being placed or removed from the garage;

(2) the Owner is working in the garage, driveway or yard; or

(3) an opening from the floor of 12 inches or less is used for purposes of ventilation.

9.11 Yard and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a Dwelling, patio, flower bed, driveway or walkway, shall be sodded with grass. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall be maintained in good condition by the Association, as provided elsewhere herein, and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative

landscaping purposes within an otherwise sodded area. All landscaping materials shall be installed on the Lot or stored out of sight within seven (7) days of delivery.

9.12 Irrigation System. All Lots are a part of the master inground irrigation systems for the lawn and landscaping thereon. All changes to irrigation plans are subject to prior written Board of Director's approval.

9.13 Drainage System. All drainage system plans shall be submitted to the ARC for approval prior to the installation or construction of the system. All drainage systems shall conform to the then current master drainage plan for the Property as filed with the City of Venice, which shall be made available for inspection by the ARC; any deviations from said master drainage plan shall be specifically brought to the attention of the Committee and shall be subject to the prior written approval of the Committee before commencement of construction of such drainage facilities. Common swales located in the rear of any Lot shall not be altered without the Association's prior written approval.

9.14 Surface Water Management System. It shall be the responsibility of each Owner at the time of construction or remodeling of a building, residence or structure, to comply with the construction plans of the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for the Subdivision unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation (excluding cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicides or algacides, introduction of grass carp and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Sarasota Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permit(s) for the Subdivision and the regulations of SWFWMD.

The Surface Water Management System for the subdivision shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority. No Lot shall be increased in size by filling in the water in which it abuts.

9.15 Pools. No above-ground swimming pool shall be permitted at any time anywhere within the Property. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved by the ARC, even though such pools may be above ground. All pool enclosures shall be constructed to comply with applicable rules, regulations and standards of all governmental entities having jurisdiction. All pools, pool enclosure screening and caging shall be subject to approval by the ARC.

9.16 Post Lights and Identification Signs. All post lights and identification signs with house numbers must be constructed to specifications approved by the ARC. Post lights are required on all Lots and shall be maintained by the Owner of the Lot on which they are located.

9.17 Commercial Uses. No trade, business, profession, service, repair or maintenance operation or other type of commercial activity shall be carried on upon any portion of the Property, except that real estate brokers, Owners and their agents may show Dwellings within the Property for sale or lease.

9.18 Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the other residents of the Property. No Owner shall make any use of the Common Area that will increase the cost of the insurance above that required when the Common Area is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with the rules and regulations promulgated from time to time by the Association, and except for personal property owned by the Association.

9.19 Modular and Temporary Structures and Use; Trash Receptacles. No modular or manufactured home or structure of a temporary character, including but not limited to, trailer, shed, tent, shack, garage, barn or other building, shall be moved to, erected or used on any portion of the Property at any time for a residence, workshop, office, or storage room, either permanently or temporarily. It is prohibited for any person to be domiciled in a mobile home, travel trailer, recreational vehicle or camping trailer on the Property. As soon as construction or remodeling of a Dwelling is commenced, and until final cleanup of the Lot after completion of such construction, the contractor shall maintain an industrial trash receptacle on such Lot and shall maintain the Lot in a reasonably neat and orderly condition, including but not limited to the daily collection and deposit of all construction debris in said trash receptacle and the prompt emptying of said receptacle when it is full.

9.20 View Obstructions. The Association shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any portion of the Property, if the location of the same will, in the reasonable judgment of the Association, obstruct the vision of a motorist upon any of the private access streets.

9.21 Animals. Owners shall be allowed to keep two (2) animals per Lot, and no animal shall exceed forty (40) pounds in weight. In addition, no poisonous animals will be allowed. No animals shall be kept or allowed to remain on the Property for commercial purposes, including without limitation, breeding purposes. All dogs shall be kept on a leash while outside of the Owner's Lot or Dwelling, and shall be kept under control at all times. Any animal which becomes a nuisance to or creates a disturbance for any other resident of the Property or their licensees or invitees may be ordered to be removed from the Property by the Board of Directors of the Association after reasonable notice to the owner of the animal and a hearing on the issue before the Board.

For pet owners who had an animal over the forty (40) pound limit, as of August 2005, the pet will be permitted to remain on the Property until it dies or otherwise vacates the Property.

9.22 Gas Tanks; Water Softeners. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings or any ancillary building, and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used, except that propane gas cylinders with twenty (20) pounds or less of capacity are permitted above ground, enclosed as described herein. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative enclosure or other shielding approved by the ARC. Provided the design, construction and installation location shall have first been approved by the ARC, which approval may be conditioned upon adequate enclosure or other shielding, Owners may have water softener units installed.

9.23 Garbage/Trash Collection. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any land or lands contiguous thereto. All trash, garbage, and other refuse shall be stored in containers inside a garage. Garbage, trash, brush refuse, and recyclable items that are required to be placed at the front of the Lot in order to be collected the following day, shall be set out after 5:00 p.m. of the day prior to collection and removed prior to 8:00 p.m. the day of collection. Trash and recycle containers shall be stored inside the Dwelling or screened from view.

9.24 Landscape Maintenance. Any Owner who allows a Lot it is supposed to maintain to become overgrown, or permits garbage or trash to collect so as to cause unsightliness, or a fire, mosquito, rat or vermin hazard, shall by this covenant permit such portion of the Property to be mowed, ditched, graded or cleaned by the Association, and reasonable costs shall be assessed, after written notice that such conditions exist and failure to remedy the conditions, and such costs shall be payable by such Owner. Such costs, together with interest at the maximum contract rate permitted by law from five (5) days after the date for demand for payment, shall be secured by a lien against the portion of the Property owned by such Owner, as described in Article 5. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property.

9.25 Clothes Hanging. Clothes hanging devices exterior to a Dwelling shall not be permitted, except as allowed by law.

9.26 Antennas. Except for satellite dishes one meter or less in diameter, no exterior antenna, aerial, satellite dish, or other apparatus for the reception or transmission of television, radio, or other electronic signals shall be placed or maintained on any Lot without the prior written approval of the ARC.

9.27 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows, glass doors or window treatments visible from the exterior of any Dwelling.

9.28 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale," "For Rent" and/or "Open House" sign and one permanent

security company sign upon each Lot. With the exception of signs provided by security companies, signs shall not exceed 6" x 8" in area, fastened only to a stake in the ground and extending not more than three feet (3') above the surface of the ground. No portion of such sign may be erected closer than twelve feet (12') to any adjoining property line. Signs may be illuminated by reflection from a light source only (rotating, blinking, flashing, and other lights on the sign are prohibited), and such light source shall not in any way reflect light into any adjoining portion of the Property or street rights-of-way. Notwithstanding anything to the contrary herein, the Association and its assigns, to whom such rights may be assigned on an unlimited and non-exclusive basis, may maintain signs of any type and size and for any purpose within the Property. None of the preceding prohibitions against signage shall prevent the erection of street signs and traffic signs within the Property by the Association or the City of Venice.

9.29 Obstructions; Fences. The Association shall have the right but not the obligation to construct privacy walls or fences. No obstructions such as gates, fences, or hedges shall be placed on the Property so as to prevent access to or use of any of the easements described herein, except that the foregoing shall not prevent the erection and maintenance of privacy walls and fences on Lots, provided that they are installed by the Association or approved by the ARC. Any fence, wall or privacy structure within an easement area may be dismantled by the Association, utility providers or others entitled to use of the easement, at the Owner's expense, for maintenance, erection or replacement of utility facilities. Following completion of construction of any Dwelling, no wall shall be constructed servicing such Dwelling, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community, fences are prohibited, except as hereinafter provided. All fences shall be subject to the ARC's approval as to all aspects of design and location, and subject to compliance with all applicable governmental requirements. No fences shall be permitted on the boundary of any portion of a Pond (as described in Section 9.30 below). The exterior side of any fence permitted must be maintained in a clean, attractive manner and may not be constructed or decorated in such a manner as to create a bizarre or aesthetically controversial or annoying effect. So called "spite fences" are specifically prohibited. With the approval of the Committee, temporary fences may, or if required by the Committee shall, be erected as development boundaries.

9.30 Ponds. Any ponds or other water retention areas ("Ponds") within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of the Property or members of the public use such Ponds for swimming, bathing, boating or other recreational purposes, other than fishing, which shall be permitted only by Owners or residents of the Property.

9.31 Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent the use during normal business hours of any equipment required in construction of any improvement upon the Property.

9.32 Solar Devices. No solar devices of any nature shall be permitted unless the Owner has obtained the prior written approval of the ARC as to same.

9.33 Dwelling Plates. A plate showing the number of the Dwelling shall be placed on each Dwelling. However, the size, location, design, style and type of material for each such plate shall be first approved by the ARC.

9.34 Storage of Personal Items. Personal items may not be left unattended on sidewalks or streets. Holiday Decorations may be placed on the Dwelling or on the Lot prior to the designated holiday, but shall be removed not later than fourteen (14) days after the holiday.

9.35 Display of Flag. A Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner. One portable, removable official flag representing the United States Army, Navy, Air Force, Marine Corps or Coast Guard may be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. All flags shall not be larger than 4-1/2 feet by 6 feet.

9.36 Games and Accessory Structures. No basketball back-board, fixed games, play structure, platform, doghouse, ponyhouse, tree house, playhouse or other structure of a similar kind or nature shall be constructed or placed on any part of a Lot.

9.37 Right of the Association to Grant Waivers or Variances. The absolute right and discretion is hereby provided to the Association to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Association, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Property, or would not substantially adversely affect any neighboring Owners or the Property as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Association with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

9.38 Rules and Regulations. Reasonable rules and regulations concerning the appearance and use of the Lots, Dwellings and Common Area and consistent with the terms of this Declaration may be made and amended from time to time by the Board of Directors. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their families, invitees and lessees shall use the Common Area only in accordance with such rules and regulations.

ARTICLE 10 AMENDMENT

10.1 Term. This Declaration shall become effective upon its 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 shall be 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 the Board of Directors of the Association or by at least twenty percent (20%) of the members of the Association.

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 sixty-six percent (66%) of those members who cast their vote in person or by proxy, is required to amend this document.

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.

Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Area must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.

ARTICLE 11 ENFORCEMENT

11.1 Enforcement. If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns shall violate or attempt to violate any of the restrictions set forth in this Declaration, it shall be the right of the Association or any Lot Owner of a Lot within the Property to 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, and if such person is found in the proceedings to be in violation of or attempting to violate the restrictions set forth in this Declaration, that person shall bear all expense of the litigation, including court costs and reasonable attorney's 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 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 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 to comply with the provisions hereof (including, but not limited to, the towing of vehicles that are in violation of parking 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 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 secured by a lien in favor of the Association on the defaulting Owner's Lot as described in Article 5. To the maximum extent permissible, the violator shall pay all costs, including reasonable attorney's and paralegal's fees actually incurred by the Association.

11.4 Authority of Board of Directors to Levy Fines.

(a) **Fines.** The Board of Directors may levy reasonable fines against a Lot for failure of the Owner of the Lot or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or the reasonable rules of the Association. Nothing herein shall authorize the Association or Board of Directors to limit an Owner's or occupant's ingress and egress to or from the Owner's Lot. In the event that any occupant of a Lot violates the Declaration, Bylaws or the Rules and Regulations, and a fine shall be first assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. A fine shall not exceed \$100.00 per violation or be 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 \$1,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving reasonable written 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 Bylaws 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 of Fines.** Prior to the levy of a fine hereunder, the Board of Directors or its delegates shall serve the Owner with written notice describing:

- (1) the nature of the alleged violation;
- (2) the proposed fine to be imposed;

(3) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and

(4) a statement that the proposed fine shall be imposed as contained in the notice unless a challenge has been requested within fourteen (14) days of the notice.

(c) **Hearing.** If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before a committee comprised of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child or sibling of an officer, director or employee. 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 panel, by majority vote which may be taken by secret ballot, does not agree with the fine, 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 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.

(d) **Collection of Fines.** Upon the levying of any fine, the Board may collect such fines in one or more installments.

11.5 Suspension of Voting and Recreational Rights. The Association has the power to suspend the voting rights and right to use of Common Area facilities, if any, within the Common Area by an Owner, for any period during which any assessment against such Owner's Lot remains unpaid for more than ninety (90) days, and for any infraction of its published rules and regulations, whether or not such Owner had actual knowledge of such rule and regulation at the time of the infraction. The process to suspend voting and recreational rights shall be the same as for levy of a fine as provided in Article 11.4.

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's fees"

shall mean "reasonable attorney's 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.

12.4 Approvals. Wherever herein the consent or approval of the Association or the Board of Directors 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 the party from whom such consent or approval is required. In the event such party fails to act on any such written request within thirty (30) 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.

12.5 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 provisions.

IN WITNESS WHEREOF the undersigned has caused these presents to be executed this 28 day of June, 2011.

ATTEST:

AUBURN WOODS OWNERS' ASSOCIATION, INC.

By: Joseph J. Colado

Print Name: JOSEPH J. COLADO
as President

WITNESSES:

[Signature]

Print Name: Frances Martin

[Signature]

Print Name: Brian J. Bender

STATE OF Florida
COUNTY OF Sarasota

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Joseph Colado, as President of AUBURN WOODS OWNERS' ASSOCIATION, INC., and he/she acknowledges before me that he/she is such officer of said corporation; and he/she executed the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he/she is authorized to execute said Amended and Restated Declaration of Covenants, Conditions and Restrictions and that the execution thereof is the free act and deed of said corporation. He/she is personally known to me or has produced his/her driver's license as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida
this 28th day of June, 2011.

Barbara L O'Grady
Printed Name of Notary:
Barbara L O'Grady
Notary Public
Commission # _____



My Commission Expires: _____

ATTEST:

AUBURN WOODS OWNERS' ASSOCIATION, INC.

By: Anthony M. Berta
Print Name: Anthony M. BERTA
as Secretary

WITNESSES:

[Signature]

Print Name: Francis Murtin

[Signature]

Print Name: Brand Bender

