

Prepared by and return to:  
Michael W. Cochran, Esq.  
Law Offices of Wells | Olah | Cochran, P.A.  
3277 Fruitville Road, Bldg. B  
Sarasota, FL 34237  
(941) 366-9191

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2023013438 44 PG(S)  
January 26, 2023 11:00:47 AM  
KAREN E. RUSHING  
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SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS, AND EASEMENTS  
OF  
THE LINKS AT PELICAN POINTE**

We hereby certify that the attached amendment to the Amended and Restated Declaration of Covenants, Conditions, and Easements of the Links at Pelican Pointe (herein, the "Declaration"), (which Declaration was originally recorded at Official Records Instrument #1998127603 of the Public Records of Sarasota County, Florida) was duly approved by not less than sixty-five percent (65%) of the members present (in person or by proxy) at a membership meeting, pursuant to Article 11.1 of the Declaration, at the November 29, 2022 Special Membership Meeting. The Association further certifies that the Declaration amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 27<sup>th</sup> day of December, 20 22.

Signed, sealed and delivered

**THE LINKS AT PELICAN POINTE  
HOMEOWNER'S ASSOCIATION, INC.**

in the presence of:

sign: Barbara O'Grady

print: Barbara O'Grady

sign: Denise Majka

print: DENISE MAJKA

By: Dave Paulekas  
Dave Paulekas, President

Attest: Jason Neu  
Jason Neu, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2022,  
by DAVE PAULEKAS as President of THE LINKS AT PELICAN POINTE HOMEOWNER'S ASSOCIATION,  
INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has  
produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: Melissa A. Montz

Print: Melissa A. Montz

State of Florida at Large (Seal)

My Commission expires:



Melissa A. Montz  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG982259  
Expires 6/8/2024

**THE LINKS AT PELICAN POINTE  
HOMEOWNERS ASSOCIATION, INC.**

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE NO.</u></b>
<b>1.</b>	<b>DEFINITIONS AND CONSTRUCTION</b>	<b>2</b>
1.1	Board or Board of Directors	2
1.2	<i>Intentionally Left Blank</i>	2
1.3	Declarant	2
1.4	Declaration or Declaration of Covenants	2
1.5	Documentation	2
	1.5.1 Articles	2
	1.5.2 By-Laws	2
1.6	Dwelling Unit	2
1.7	Law	2
1.8	Lot	2
1.9	Management Company	2
1.10	Master Association	2
1.11	Master Declaration	2
1.12	Mortgage	3
1.13	Mortgagee	3
1.14	Neighborhood Association or Association	3
1.15	Neighborhood Common Property	3
1.16	<i>Intentionally Left Blank</i>	3
1.17	Person	3
1.18	Plat	3
1.19	Property	3
1.20	Recorded	3
1.21	Supplemental Declaration	3
1.22	The Work	3
1.23	<i>Intentionally Left Blank</i>	3
1.24	Interpretation	3
<b>2.</b>	<b>PROPERTY RIGHTS &amp; RESTRICTIONS</b>	<b>4</b>
2.1	Owners' Easements of Enjoyment	4
	2.1.1 Fees	4
	2.1.2 Suspension and Fines	4
2.2	Delegation of Use	5
2.3	Right of Access	5
2.4	Rights of Use	5
2.5	Reciprocal Easements	5
2.6	All Rights and Easements Appurtenances	6
2.7	Utility Easements	6
2.8	Drainage Easements	7
2.9	Use of Lots	7
	2.9.1 No Trade or Business	7



2.9.2	Land Use	7
2.9.3	Renting/Leasing and Guest Occupancy	7
2.10	Selling of Lot	8
2.11	Nuisances	8
2.12	Temporary Structures, Outbuildings, and Athletic Equipment	9
2.13	Damage to Buildings	9
2.14	Fences	9
2.15	Vehicle Restrictions	9
2.15.1	Speed Limit	9
2.15.2	Licensed Vehicles	9
2.15.3	Vehicle Parking	9
2.15.4	Overnight Parking	9
2.15.5	Vehicle and Boat Repairs	10
2.15.6	Government and Commercial Vehicles	10
2.15.7	Motorcycles, Motor Scooters, Mopeds	10
2.15.8	Golf Carts	10
2.15.9	Bicycles	10
2.16	Garbage and Trash Disposal	10
2.17	Drying Areas	10
2.18	Lawful Conduct	11
2.19	Window Treatments	11
2.20	Television and Other Outdoor Antennae	11
2.21	Turf and Landscape	11
2.21.1	Irrigation Timer Controls	11
2.21.2	Owners Report Problems	11
2.22	Animals	11
2.23	General Restrictions	11
2.23.1	Obstructions	11
2.23.2	Alterations	11
2.23.3	Unauthorized Activities	11
2.23.4	Signs	11
2.23.5	Water Bodies	12
2.24	Association Restrictions	12
2.25	General Prohibitions and Indemnity	12
2.26	Indemnification Provisions	12
2.27	Rules and Regulations	12
2.28	Ownership Rights Limited to those Enumerated	13
2.29	Access by Certain Parties	13
2.30	Association's Right of Entry	13
2.31	Golf Course Hazards	13
2.32	Enforcement	14
<b>3.</b>	<b>MEMBERSHIP AND VOTING RIGHTS</b>	<b>14</b>
3.1	Membership	14
3.2	Voting	14
<b>4.</b>	<b>RIGHTS AND OBLIGATIONS OF THE NEIGHBORHOOD ASSOCIATION</b>	<b>15</b>
4.1	Responsibility for Neighborhood Common Property	15
4.2	Maintenance	15
4.2.1	Responsibility of Master Association	15
4.2.2	Responsibility of Neighborhood Links Association	15
4.2.3	Responsibility of Owner	17
4.2.4	Failure of Owner to Repair	17
4.2.5	Responsibility of the Management Company	18
4.3	Services	18

4.4	Personal Property	18
4.5	Rules and Regulations	18
4.6	Implied Rights	19
4.7	Restriction on Material Alterations and Substantial Improvements	19
4.8	Litigation	19
<b>5.</b>	<b>COVENANT FOR ASSESSMENTS</b>	19
5.1	Assessments Established	19
5.2	Purpose of Assessments; Annual Budget	20
5.3	Maximum Annual Assessment	21
5.4	Property Taxes	22
5.5	Special Assessments	22
5.6	Specific Assessments	23
5.7	Uniformity of Assessments	23
5.8	Lien for Assessments	23
5.9	Remedies of the Neighborhood Association	23
5.10	Foreclosure	23
5.11	Homesteads	24
5.12	Subordination of Lien	24
5.13	Collection and Remittance of Association Assessments	24
<b>6.</b>	<b>ARCHITECTURAL REVIEW</b>	24
6.1	Architectural Review Committee	24
6.2	Committee Authority	24
6.3	Committee Approval	25
6.4	Procedure	25
6.5	Standards	26
6.6	Association Architectural Review Committee	27
<b>7.</b>	<b>LANDSCAPE CONTROL</b>	27
7.1	Landscape Committee	27
7.2	Landscape Committee Authority	28
7.3	Landscape Committee Responsibilities	28
7.4	Landscape Committee Approval	29
7.5	Landscape Committee Approval Procedure	29
7.6	Landscape Standards	30
7.7	Approval of Application by Master Association	30
<b>8.</b>	<b>FINING and HEARING COMMITTEE</b>	30
8.1	Fining	30
8.2	Hearing Committee	30
8.3	Hearing Committee Authority	31
<b>9.</b>	<b>PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS</b>	31
9.1	General Rules of Law to Apply	31
9.2	Sharing of Repair and Maintenance	32
9.3	Destruction by Fire or Other Casualty	32
9.4	Weatherproofing, Termite and Other Insect Control	32
9.4.1	Storm Protection	32
9.4.2	Termite Control	32
9.4.3	Other Insect or Pest Control	32
9.5	Right to Contribution Runs with Land	32
9.6	Number of Dwellings	32
9.7	Utility Connections	33

<b>10.</b>	<b>OPERATION</b>	<b>33</b>
<b>11.</b>	<b>INSURANCE AND CASUALTY LOSSES: CONDEMNATION</b>	<b>33</b>
11.1	Insurance	33
11.1.1	Authority to Purchase	33
11.1.2	Casualty Coverage	33
11.1.3	Premiums	33
11.1.4	Proceeds	33
11.1.5	Distribution of Proceeds	34
11.2	Reconstruction or Repair After Casualty	34
11.3	Condemnation	34
11.4	Insurance on Lots	34
<b>12.</b>	<b>GENERAL PROVISIONS</b>	<b>34</b>
12.1	Enforcement	34
12.2	Provisions Run With The Land	35
12.3	Meeting Requirement	35
12.4	Severability	35
<b>13.</b>	<b>AMENDMENTS</b>	<b>35</b>
13.1	Approval	35
13.2	Recordation	35
13.3	Owner Consent	36
<b>14.</b>	<b>LIABILITY</b>	<b>36</b>



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR THE LINKS AT PELICAN POINTE**

*[Substantial rewording of Declaration.  
See existing Declaration and prior amendments for present text.]*

**THIS DECLARATION** was originally made and entered into on the 19th day of August, 1998, and was recorded at Official Records Instrument Number 1998127603 of the Public Records of Sarasota County, Florida, on September 24, 1998.

**RECITALS:**

**WHEREAS**, the real property described in Composite Exhibit "A" (attached hereto and incorporated herein) is within Pelican Pointe Golf & Country Club (a/k/a/ Hatchett Creek at Jacaranda West) located in Sarasota County, Florida; and

**WHEREAS**, the real property described in Composite Exhibit "A" is commonly referred to as "The Links at Pelican Pointe"; and

**WHEREAS**, The Links at Pelican Pointe Homeowners Association, Inc., a Florida corporation not for profit (hereinafter referred to as "the Neighborhood Association") is responsible for the ownership, maintenance and administration of the portions of The Links at Pelican Pointe, the enforcement of the terms and conditions of this Declaration, and the collection and use of assessments and charges hereinafter authorized; and

**WHEREAS**, the members of the Association shall be the respective Owners of the Lots and Common Areas in The Links at Pelican Pointe; and

**WHEREAS**, The Links at Pelican Pointe was developed as a community of single family attached residences consisting of four (4) and six (6) unit buildings.

**NOW, THEREFORE**, it is hereby declared that all of The Links at Pelican Pointe as described in Exhibit "A" is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a development plan for The Links at Pelican Pointe and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and every part thereof. All of the limitations, restrictions, conditions and covenants herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the above-described lots.

1. **DEFINITIONS.** Unless the context expressly requires otherwise, the following terms mean as follows:
  - 1.1. **Board or Board of Directors.** The Neighborhood Association's Board of Directors.
  - 1.2. [Intentionally Left Blank].
  - 1.3. **Declarant.** Means Lumbermen's Investment Corporation, a Delaware corporation, its successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of the Declarant's rights hereunder.
  - 1.4. **Declaration or Declaration of Covenants.** Means this Declaration of Covenants, Conditions, Restrictions and Easements for the Links at Pelican Pointe, originally recorded at Official Records Instrument Number 1998127603 of the Public Records of Sarasota County, Florida.
  - 1.5. **Documentation.** The legal documentation consists of the Master Declaration and all amendments thereto, all Supplemental Declarations, and This Declaration of Covenants, Conditions, Restrictions, and Easements of the Links at Pelican Pointe, and its Articles of Incorporation, a copy of which is attached hereto as Exhibit "B", its By-Laws, a copy of which is attached hereto as Exhibit "C", and all amendments to any of the foregoing now or hereafter made. Unless any of the content expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Neighborhood Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property.
    - 1.5.1. Articles means the Articles of Incorporation of the Neighborhood Association, and its successors and assigns, as from time to time amended.
    - 1.5.2. By-Laws means the By-Laws of the Neighborhood Association, and its successors, as from time to time amended.
  - 1.6. **Dwelling Unit.** The term "Dwelling Unit" shall mean and refer to a single-family residence, and any related structures or improvements appurtenant thereto, constructed upon a Lot or parcel within the community.
  - 1.7. **Law.** This includes, without limitation, any statute, ordinance, rule, regulation or other validly created, promulgated or adopted by the United States, or any agency, office, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable to the Property or to any and all activities thereon.
  - 1.8. **Lot.** Any Plot of ground shown on any recorded subdivision plat of the Property, other than the Neighborhood Common Property and streets or other areas dedicated to public use.
  - 1.9. **Management Company.** The company which the Neighborhood Association has retained to provide services, which include but are not limited to providing upkeep and maintenance of the Neighborhood Common Property and maintaining the books and records for the Neighborhood Association.
  - 1.10. **Master Association.** Means Pelican Pointe Golf & Country Club Property Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
  - 1.11. **Master Declaration.** The Master Declaration for Pelican Pointe Golf & Country Club Property Owners Association, Inc., recorded in Official Records Book 2637, 2217 et seq. of the Public Records of Sarasota County, Florida, and any amendments thereto.



- 1.12. Mortgage. Any Mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.
- 1.13. Mortgagee. Any person named as the obligee under any Mortgage or the successor in interest to such person.
- 1.14. Neighborhood Association or Association. Means the Links at Pelican Pointe Homeowners Association, Inc., a corporation not-for-profit organized or to be organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.
- 1.15. Neighborhood Common Property. All property from time to time owned by the Neighborhood Association for the common use or enjoyment of all Owners. The Neighborhood Common Property initially consists of the lands described in Exhibit "A" to the original Declaration of Covenants, and as amended in the First Supplemental Declaration recorded at Official Records Instrument Number 1998163467, as amended in the Second Supplemental Declaration recorded at Official Records Instrument Number 1999023625, as amended in the Third Supplemental Declaration recorded at Official Records Instrument Number 2000088919, all of the Public Records of Sarasota County, Florida, together with all improvements, fixtures and tangible personal property now or hereafter situated thereon and the benefit of any and all appurtenant easements. The Neighborhood Common Property shall also include easements under each Lot for the benefit of each respective Lot Owner serviced by said easements, for all conduits pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots, which easements shall be maintained exclusively by the Neighborhood Association. *[Note the current Covenants on file has Exhibit "A" as Instrument 2003051841]*
- 1.16. [Intentionally Left Blank].
- 1.17. Person. Any natural person or artificial legal entity, unless the context expressly requires otherwise.
- 1.18. Plat. The Subdivision plat of Pelican Pointe Golf & Country Club, Unit 6 is recorded in Plat Book 40, s 18 through 180, of the Public Records of Sarasota County, Florida.
- 1.19. Property. The real property that is subject to this Declaration and such additional lands to which this Declaration may be extended from time to time.
- 1.20. Recorded. Filed for record in the Public Records of Sarasota County, Florida.
- 1.21. Supplemental Declaration. Any declaration hereafter recorded for the purpose of extending the provisions of this Declaration to any lands other than the Property.
- 1.22. The Work. The initial construction of improvements, including dwelling units, common area amenities, landscaping and hardscaping upon all or any portion of the Property for a single-family residential community.
- 1.23. [Intentionally Left Blank].
- 1.24. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation.
- 1.24.1. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days. "Days" means consecutive calendar days; and if such time period expires on



a Saturday, Sunday or Legal Holiday, the time period shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday.

- 1.24.2. Unless the context expressly requires otherwise, the terms "Neighborhood Common Property," "Lot", and "Property" include any portion applicable to the context and include any and all improvements, fixtures, landscaping, trees, vegetation and other property from time to time situated thereon.
- 1.24.3. This Declaration and any latent or patent ambiguity contained therein shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof.
- 1.24.4. The headings used in this Declaration or any other document described in the preceding Articles of this Declaration are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

## **2. PROPERTY RIGHTS & RESTRICTIONS**

2.1. Owners' Easements of Enjoyment. Every Owner has a non-exclusive right and easement of enjoyment in and to the Neighborhood Common Property that is appurtenant to, and shall pass with, the title to every Lot, subject to the following:

2.1.1. Fees. The Neighborhood Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Neighborhood Common Property.

2.1.2. Suspension and Fines. The Neighborhood Association's rights include but are not limited to the following:

2.1.2.1. To suspend any Lot Owner's or Tenant's right to use the Neighborhood Common Property and any such recreational facilities for any infraction of the Neighborhood Association's rules and regulations until such infraction has been corrected.

2.1.2.2. The Neighborhood Association has the right to levy a fine on an Owner, tenant, guest or invitee of an Owner, not to exceed \$250.00 per violation of this Declaration, the Articles, Bylaws or any duly adopted rule of the Neighborhood Association.

2.1.2.3. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$5,000.00 in the aggregate. Fines shall be payable within thirty (30) days. In the event a person refuses or otherwise fails to pay a fine, The Association may mediate if and as required by law and proceed with legal action in a court of competent jurisdiction to collect the sum. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court. A fine of less than One Thousand Dollars (\$1,000) may not become a lien against a parcel; however, a fine of One Thousand Dollars (\$1,000) or more may become a lien against a Lot or Parcel which may be foreclosed. Fines not paid within thirty (30) days shall accrue interest at the highest rate allowed by law (currently eighteen percent (18%) per annum) and a late fee of Twenty-Five (\$25) dollars. Any judgment obtained by the Association shall be recorded in the public records and filed with the Florida Secretary of State. A fine of One Thousand Dollars (\$1,000) or more shall become a specific assessment against a lot or parcel.



2.1.2.4. The Neighborhood Association's right to dedicate, transfer or mortgage all or any part of the-Neighborhood Common Property to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by its members. Such dedication, transfer or mortgage shall be approved by at least a majority of the voting members of the Neighborhood Association present (in person or by proxy) at a membership meeting called in whole or in part for that purpose.

2.1.2.5. The Neighborhood Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Residential Property, the Lots and the Neighborhood Common Property, as hereinafter provided.

2.2. Delegation of Use. Any Owner may delegate the Owner's right of enjoyment and other rights in the Neighborhood Common Property to the following:

2.2.1. All family or household members of such Owner.

2.2.2. Such Owner's guests, invitees, tenants, lessees, or contract purchasers.

2.2.3. All family or household members of such tenants or purchasers, provided the foregoing permanently reside upon such Owner's Lot.

2.2.4. Upon any delegation by Owner to tenants, contract purchasers, guests, invitees, or any person or persons, Owner shall be subject to the Neighborhood Association's rules and regulations as described in this document.

2.3. Right of Access. As shown on the Plat, Tract A is improved with a private street dedicated to the Association for the use of its members.

2.4. Rights of Use. The Neighborhood Association additionally may assign to any Lot or Lots an exclusive right of use for any postal, refuse storage and collection, and other facilities from time to time maintained by the Neighborhood Association upon the Neighborhood Common Property, for the use of any or all Owners severally. If any such facility is not available for use by all Owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the Lots granted such exclusive right of use as provided in Article 5.6 of this Declaration.

2.5. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Neighborhood Common Property adjacent thereto, and between adjacent Lots for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article 9. of this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant as part of the Work and for replacements thereof; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; for the drainage of ground and surface waters in the manner established by Declarant as part of the Work.

2.5.1. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes and such easements of encroachment extend to a distance of not more than five feet (5'), as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by willful or intentional misconduct by any Owner, tenant or the Neighborhood Association.



- 2.5.2. If any portion of the Neighborhood Common Property by virtue of the Work performed by the Declarant encroached upon a Lot a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by the Declarant encroaches upon the neighborhood Common Property or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist.
- 2.5.3. Encroachments and easements shall not be considered or determined to be encumbrances either on the Neighborhood Common Property or on the Lots for the purposes of marketability of title. In the event a building on the Neighborhood Common Property or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Neighborhood Common Property, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.
- 2.6. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Supplemental Declaration, constituted a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any Supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Supplemental Declaration, unless this Article, or such Supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.
- 2.7. Utility Easements.
- 2.7.1. The Neighborhood Association hereby dedicates those portions of the Neighborhood Common Property where utility facilities may be installed for use by all utilities including water, sewer, storm water drainage, irrigation lines, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the Property. The Neighborhood Association hereby grants to such utilities, jointly and severally, easements for such purposes. The location and extent of such easements is as shown on any recorded subdivision plat of the Property or other recorded instrument defining the same. In the absence of such express designation, such easements are located and extend seven and one-half feet (7 -1/2 ') on either side of the centerline of each facility respectively installed by each utility within the Neighborhood Common Property as part of the Work prior to the conveyance of such portion of the Neighborhood Common Property to the Neighborhood Association. However, no portion of the Neighborhood Common Property occupied by any building installed by Declarant as part of the Work is included within any easement area.
- 2.7.2. Subsequent to Declarant's conveyance, additional easements may be granted by the Neighborhood Association for utility purposes as provided in this Article 2.7.1 above. In the event Sarasota County or any utility fails to repair any damage to the Neighborhood Common Property caused by the installation or repair of its facilities, then the Neighborhood Association shall make such repairs as a common expense.
- 2.7.3. The Neighborhood Common Property includes but is not limited to easements under each Lot for the benefit of each respective Lot Owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility service to Lots, which easements shall be maintained exclusively by the Neighborhood Association.



2.8. Drainage Easements. Easements for drainage as shown on the Plat and designated as drainage easements, are hereby granted to the Neighborhood Association, as private easements, subject to being dedicated to the public as may be delineated on the Plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Neighborhood Association and the persons entitled to make such use under the applicable provisions of this Declaration.

2.9. Use of Lots.

2.9.1. No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential activity shall be conducted upon any portion of the Links Property nor on or in any Lot. (See Article 6.1 of the Master Declaration).

2.9.2. Land Use. No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling not to exceed thirty-five (35) feet in height, and four- and six-unit buildings, consisting of one residence within each Lot.

2.9.3. Renting/Leasing and Guest Occupancy. Before a unit is eligible for rental or lease, the unit must be in compliance with all Links Association documents, rules and regulations and be approved by the Board.

2.9.4. All Lease Agreements of a Unit Must Be:

2.9.4.1. In writing on forms approved by or prepared by the Association.

2.9.4.2. Subject to the Association governing documents and rules and regulations.

2.9.4.3. For a term of at least ninety (90) days.

2.9.4.4. Submitted to the Management Company at least thirty (30) days prior to the lessee occupying the unit. An application for approval to rent must be submitted to the Management Company on a form approved by the Association and include a copy of the actual lease, accompanied by a fee of no more than two hundred fifty dollars (\$250.00). A separate application must be submitted prior to each proposed lease.

2.9.5. An Owner shall enter into no more than two (2) such leases per calendar year.

2.9.6. An Owner shall follow all Association Leasing Procedures and agree to the Terms and Conditions of Lessee Occupancy. Units may be rented only in their entirety. There shall be no subleasing of units or assignment of leases.

2.9.7. If an Owner does not comply with the Association governing documents, rules or regulations or fails to submit in a timely manner the required Application or rents after the Board has denied an Application, the Board may assess a fine of up to two hundred and fifty dollars (\$250) per day per violation until the violation is corrected up to a maximum of five thousand dollars (\$5000) per violation, in accordance with Article 2.1.2.2 of this Declaration.

2.9.8. Any owner permitted to rent their property must provide their tenants with a copy of the Association governing documents, rules and regulation.

2.9.9. A guest, including family members, may occupy a unit without limitation, if the Owner is present.



- 2.9.10. When an Owner is not present, An Owner allowing guests or family members to occupy their unit at no cost must obtain and complete a Guest Application form and submit it to the Management Company at least seven (7) business days in advance of the anticipated occupancy. The Guest Application form must include who is occupying the unit and for what time frame. The Board will issue approval.
- 2.9.11. Guest or family member usage, in the absence of the Owner, shall not occur for more than seventy-five (75) days in any twelve (12) month period without prior written consent of the Board.
- 2.9.12. Any owner allowing guests or family members to occupy their unit must provide them with a copy of the Association governing documents, rules and regulations.
- 2.9.13. Any Owner who fails to complete the required Guest Application form and obtain approval is subject to fines as stated in Article 2.1.2.2 of this Declaration.
- 2.9.14. Aggregate Leasing Restriction. No more than forty (40) Lots may be leased or otherwise rented at any given time. Notwithstanding any provision contained herein and in addition to any rights or obligations of the Association contained herein, the Board has the authority to deny a lease application on the basis that more than forty (40) are being leased at the same time the lease application is received by the Board. Denial of a lease application pursuant to this Article shall be deemed “good cause” for denial of same and the Association shall not be obligated to reimburse the Owner or proposed tenant for any damages, attorney’s fees, or court costs incurred by said Owner or proposed tenant as a result of a denial of any lease application pursuant to this paragraph.
- 2.9.15. An up-to-date record of current rentals shall be maintained by the Association or its Management Company and a report is to be submitted to the Board monthly. It shall be the sole responsibility of the Lot Owner to ensure that no more than forty (40) Lots are being leased prior to any rental application being submitted to the Board for review.
- 2.9.16. Pursuant to Section 720.306(1)(h)(1), Florida Statutes (2021), this paragraph applies only to a parcel owner who acquires title to the parcel after the effective date of this paragraph or to a parcel owner who consents, individually or through a representative, to this paragraph.
- 2.10. Selling of Lot. Any owner desiring to sell their Lot shall submit the appropriate Selling/Transfer of Lot Form for approval on the form promulgated by the Board and accompanied with a fee set by the Board of up to a maximum of two hundred fifty (\$250) dollars.
  - 2.10.1. The seller must provide copies of the Association’s Declaration of Covenants, Articles of Incorporation, Bylaws, and Rules and Regulations to the new owner
  - 2.10.2. An individual, corporation, limited liability company (LLC), partnership, trust, family, or any combination thereof shall not own more than three (3) Lots at the same time.
- 2.11. Nuisances. No noxious or offensive activity shall take place in or on any Lot or the Neighborhood Common Property which is or may become an unreasonable annoyance or nuisance to other Owners, residents or to the Neighborhood Association. This includes the obligation of a Lot owner, or renter or guest, to immediately collect any pet waste, whether on an owner’s lot or on other Lots or Common Areas. Fines as in Article 2.1.2.2 of this Declaration will apply until the violation is corrected.



- 2.12. Temporary Structures, Outbuildings, and Athletic Equipment. No temporary structure, storage shed, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted, used or stored on any Lot at any time.
- 2.12.1. With the exception of household barbecue grills containing approved propane tanks, no gas tank, gas container, or gas cylinder shall be permitted above ground on any Lot. Except for household barbecue grills containing approved propane tanks, all gas tanks, gas containers, and gas cylinders shall be installed only underground on a Lot. Notwithstanding the above, gas containers may be placed above ground, if enclosed on all sides by a decorative wall if the Owner obtains the prior written approval of the Architectural Review Committee.
- 2.12.2. No basketball goal, hockey nets, baseball or tennis pitching machine, nets or batting cages shall be permitted on any Lot and/or the Common Areas at any time.
- 2.13. Damage to Buildings. In the event a dwelling unit located on a Lot is damaged through an act of God, Nature or other casualty, the Lot Owner, upon which the dwelling unit is located, shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications or current code. It shall be the duty of the Neighborhood Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Article, each Owner shall insure his dwelling unit at the highest insurable value.
- 2.14. Fences. No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Declarant or its assignee, or except any fence approved in writing by the Architectural Review Committee.
- 2.15. Vehicle Restrictions. Except as hereafter provided by the Neighborhood Association, only private passenger automobiles, vans, and small pick-up trucks with a carrying capacity of three-quarter (3/4) ton or less are permitted to be parked outside any Links unit. For all approved vehicles, no part of the vehicle may overhang the sidewalk when parked in the driveway. The Neighborhood Association may, from time to time, promulgate rules and regulations to add to, extend or define the provisions of this Article 2.15 of this Declaration.
- 2.15.1. Speed Limit. The posted speed limit throughout Pelican Pointe is 25 MPH for all motorized vehicles.
- 2.15.2. Licensed Vehicles. All motor vehicles operated or parked within the Links must be licensed for street operation.
- 2.15.3. Vehicle Parking. There shall be no parking of any vehicle on any grass or landscaped area, sidewalks, Neighborhood Common Property, or any portion of a Lot, other than the driveways and garages constructed for such purpose.
- 2.15.4. Overnight Parking. There shall be no overnight parking of any vehicle on any street within the Links, except in a Common Area, if any, designated by the Neighborhood Association, without prior written consent of the Neighborhood Association Board of Directors. Overnight parking of a passenger vehicle as described in Article 2.15 of this Declaration is permitted in the driveway of a Lot. Commercial vehicles, motor homes or RVs, trailers, boats, or vehicles other than private passenger vehicles shall not be stored outside of a unit's closed garage overnight within the Links or any Common Area, without prior written consent of the Neighborhood Association Board of Directors and pursuant to any applicable rules and regulations adopted by the Neighborhood Association in connection therewith. For purposes of this Article, "Commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. "Commercial vehicles" shall include those



vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; those vehicles which contain transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether a vehicle is a Commercial truck or Commercial vehicle.

- 2.15.5. Vehicle and Boat Repairs. All vehicles parked within the Links must be in good operating condition, and no vehicle which cannot operate on its own shall remain in the Links for more than twenty-four (24) hours. There shall be no motor vehicle, motor home, RV, boat, or other vehicle, equipment repaired, serviced, painted, dismantled, rebuilt, or constructed upon any Lot.
- 2.15.6. Governmental and Commercial Vehicles. Notwithstanding the foregoing, parking of any vehicle owned by any governmental entities or law enforcement agencies is expressly permitted. The foregoing restrictions shall not prohibit the temporary parking of commercial vehicles while making a delivery to or from a unit, or while used in connection with providing services to any Links Property.
- 2.15.7. Motorcycles. Motor Scooters, Mopeds. Motorcycles, motor scooters, mopeds, go-peds, go-carts, motorized skateboards, all-terrain vehicles (ATVs) and similar vehicles, may only be operated within the Links when such vehicles are duly licensed, tagged and insured for public street use, equipped with proper muffling equipment, and do not create an unreasonable annoyance or nuisance to other residents. The Neighborhood Association Board of Directors may prohibit such vehicles from being operated within the Links with written notice to the owner of such vehicle, delivered to the dwelling where the vehicle is kept. Additionally, no such vehicles shall be stored or parked on a lanai or patio.
- 2.15.8. Golf Carts. The foregoing notwithstanding, golf carts may be operated within the Links and on and across streets. Golf cart operators must be at least 15-1/2 years of age.
- 2.15.9. Bicycles. Bicycles shall have the right-of-way according to Florida law.
- 2.16. Garbage and Trash Disposal. Garbage, trash, refuse, or rubble shall be regularly picked up and shall not be permitted to unreasonably accumulate. Garbage, refuse, or rubbish that is required to be placed near any street or at any particular area in order to be collected may only be so placed and kept after 5:00p.m. on the day before the scheduled collection day, and any trash facilities shall be promptly removed on the collection day.
  - 2.16.1. All garbage, trash, refuse or rubbish shall be placed in appropriate trash facilities or bags. When not in use, all containers, dumpsters or garbage facilities shall be screened from view and kept in a clean and sanitary condition.
  - 2.16.2. No noxious or offensive odors shall be permitted. All garbage, trash, refuse, rubbish and lawn and garden residues (i.e., grass clippings, etc.) shall be properly disposed of in accordance with Sarasota County Environmental Services directives, and all other governmental ordinances, resolutions and regulations.
- 2.17. Drying Areas. No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted, except where such activity is advised by or mandated by governmental authorities for energy conservation purposes, in which event the Architectural Review Committee shall have the right to approve the portions of the Property used for outdoor clothes-drying purposes and the acceptable types of devices to be employed, which approval must be in writing and not unreasonably withheld.



- 2.18. Lawful Conduct. No immoral, improper, offensive, or unlawful use shall be made of any Lot, the Neighborhood Common Property or other improvements. All laws shall be strictly observed.
- 2.19. Window Treatments. No Lot Owner may display any drapes, curtains or other window treatments which, when viewed from the outside of a dwelling unit, are of a color other than white or beige. No windows within a dwelling unit may be tinted without the prior written consent of the Architectural Review Committee.
- 2.20. Television and Other Outdoor Antennae. No television, radio, satellite, mast, or other antenna or satellite system may be installed on a Lot by an Owner or tenant, without written consent of the Architectural Review Committee.'
- 2.21. Turf and Landscape. The Neighborhood Association shall provide all turf and landscape maintenance, including irrigation, as more fully provided herein.
- 2.21.1. Irrigation Timer Controls. Only those persons authorized by the Neighborhood Association shall:
- 2.21.1.1. Adjust irrigation timer controls or spray heads.
- 2.21.1.2. Repair, replace or add to any part of the irrigation system.
- 2.21.2. Owners should report any problems with the irrigation system to the Management Company.
- 2.22. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except for two (2) common household domestic pets. Pet fish may be kept without limitation but shall not be commercially raised. The Neighborhood Association Board of Directors prohibits attack dogs and may prohibit certain other breeds of dog which are deemed dangerous, in its sole discretion. No pet shall be kept outside of a dwelling. All pets must be carried or kept on a leash when outside of a unit. The pet's owner shall abide by the obligation regarding pet waste as stated in Article 2.11 of this Declaration under Nuisances. Pets shall not cause an unreasonable nuisance or annoyance to other residents. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Links Community and/or destroyed.
- 2.23. General Restrictions. Except as expressly provided in this Declaration or with the Neighborhood Association's prior written consent, or in accordance with the Association's rules and regulations, the rules as outlined in this Article shall apply.
- 2.23.1. Obstructions. There shall be no obstruction of the Neighborhood Common Property nor shall anything be kept or stored on the Neighborhood Common Property.
- 2.23.2. Alterations. Nothing shall be altered on, constructed upon, or removed from the Neighborhood Common Property.
- 2.23.3. Unauthorized Activities. No unauthorized activities shall be permitted in or upon the Neighborhood Common Property.
- 2.23.4. Signs. No sign of any kind, including "For Sale" or "For Lease" signs shall be displayed to public view within the Property, except those that may be approved in writing by the Architectural Review Committee. Small security information signs are permitted, but only if the sign has been provided by a licensed security company.



- 2.23.5. Water Bodies. The Board of Directors from time to time may regulate and/or prohibit any and all uses and activities in, upon and about any water body situated in whole or in part on the Neighborhood Common Property.
- 2.24. Association Restrictions. The Covenants, Conditions, and Restrictions contained in this Declaration and any additional use restrictions from time to time adopted by the Association which are applicable to the Property (collectively referred to as "Association Restrictions") are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration, the Master Declaration or the Association Restrictions, the more restrictive provision shall control.
- 2.25. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law.
- 2.25.1. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein or thereon that may constitute an annoyance or nuisance to any Owner or to any other person at any time lawfully residing within the Property.
- 2.25.2. Each Owner shall defend, indemnify, and hold the Neighborhood Association and all other Owners harmless against all loss from any such damage or waste caused by any individual Owner, or by any family or household member, or any other tenant, guest, invitee or lessee residing on such Owner's Lot.
- 2.25.3. Notwithstanding the foregoing, or any other provision of this Declaration to the contrary, an Owner's liability to the Neighborhood Association for unintentional acts or omissions shall be limited to the available proceeds of any and all insurance maintained by such Owner, if at the time of such act or omission, such Owner has insurance in force complying with such reasonable requirements as the Neighborhood Association from time to time may establish.
- 2.25.4. Collectability of such proceeds is at the Neighborhood Association's risk. To the extent from time to time available, the Neighborhood Association's insurance must provide for waiver of subrogation by the Neighborhood Association's insurer against any Owner because of any unintentional act or omission for which such owner is responsible under this Article.
- 2.26. Indemnification Provisions. The indemnification provisions of this Article shall in no way be construed to make an Owner an insurer of the Neighborhood Association or the Neighborhood Common Property. The Neighborhood Association shall be responsible for insuring itself and the Neighborhood Common Property all in accordance with Article 11. of this Declaration.
- 2.27. Rules and Regulations. No Owner or other person residing within the Property or invitees shall violate the Neighborhood Association's rules and regulations for the use of the Lots or the Neighborhood Common Property. All Owners and other persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same.
- 2.27.1. Wherever any provision of this Declaration, or any Supplemental Declaration, prohibits any activity, condition or structure within the Property except as permitted by the Neighborhood Association's rules and regulations, such restriction or prohibition is self-executing until the Neighborhood Association promulgates rules and regulations expressly permitting such activities.
- 2.27.2. Without limitation, any rule or regulation shall be deemed "promulgated" when approved by the Neighborhood Association Board of Directors and posted



conspicuously at such convenient location within the Property as the Neighborhood Association from time to time may designate for such purpose and provided to the owner by mail, e-mail or hand-delivery.

- 2.28. Ownership Rights Limited to those Enumerated. No transfer of title to any Lot shall pass any rights in and to the Neighborhood Common Property except as expressly enumerated in this Declaration or any applicable Supplemental Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration or applicable Supplemental Declaration.
- 2.28.1. The Conveyance of the Neighborhood Common Property to the Neighborhood Association shall vest in the Neighborhood Association exclusively all riparian and littoral rights in and to any stream, pond, lake, or other water body situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same.
- 2.28.2. Additionally, such conveyance shall vest in the Neighborhood Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Neighborhood Common Property, notwithstanding the fact that any Lot also is shown or described as abutting the same.
- 2.29. Access by Certain Parties. The United States Postal Service and the Association, and their successors and assigns, and all other public and quasi-public agencies and utilities furnishing any service to the Neighborhood Association or to any Lot within the Property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the Neighborhood Common Property that from time to time are improved or maintained for such purpose.
- 2.29.1. Every public or private agency providing police, security, fire, ambulance, emergency services, or trash and garbage removal services to any Lot or person within the Property, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the Neighborhood Common Property to the extent reasonably necessary to provide such service.
- 2.30. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to the Declaration, including but not limited to, the functions of the Association contained in Article 4.2.2 of this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.
- 2.31. Golf Course Hazards. Owners of Lots adjacent to the Golf Course acknowledge that owning property adjacent to a golf course involves certain risks which may have an effect on Owner's enjoyment of the Lot.



- 2.31.1. The Owner acknowledges that such risks may include but are not limited to golf balls being hit onto the Owners' Lots, with the potential of causing bodily injury or physical damage to property, and golfers coming onto Owners' Lots to look for errant golf balls.
- 2.31.2. Owners expressly assume such risks and agree that the entity owning or managing the golf course shall not be liable to owners or anyone claiming any damages, including, without limitation, indirect special or consequential loss or damage arising from personal injury, destruction of property, trespass, or any other alleged wrong based upon, due to, or arising from, personal injury, destruction of property, trespass, or alleged wrong based upon, or otherwise related to the proximity of Owners' Lots to the golf course.
- 2.31.3. The foregoing includes, without limitation, any claim arising in whole or part from the negligence of the entity owning or managing the golf course.
- 2.31.4. Nothing in the foregoing Article shall restrict or limit any power of any entity owning or managing the golf club to change the design of the golf course, and such changes, if any, shall not nullify, restrict, or impair the Owners' covenants and duties contained herein.
- 2.32. Enforcement. All of the restrictions contained herein may be enforceable by all available legal and equitable means, including but not limited to a lawsuit for specific performance, damages and injunctive relief. (See Article 4.8 of this Declaration)
  - 2.32.1. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed, or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Neighborhood Association from time to time may be towed away or otherwise removed by or at the request of the Neighborhood Association.
  - 2.32.2. Furthermore, the Owner of the Lot to whom such violating vehicle belongs (or the operator of such vehicle, if the operator is a family member, guest, invitee, or lessee) shall promptly reimburse the Neighborhood Association for any cost or expense incurred by the Neighborhood Association, including but not limited to attorney's fees and costs. The Neighborhood Association shall have a lien right against such Lot to enforce collection of such reimbursement.
  - 2.32.3. Any cost or expense not incurred by, or the responsibility of, the Neighborhood Association, but necessary to recover the towed or removed vehicle, shall be borne solely by the Owner, or the operator of the towed or removed vehicle.

### **3. MEMBERSHIP AND VOTING RIGHTS**

- 3.1. Membership. Every Owner of a Lot is a member of the Neighborhood Association. If title to a Lot is held by more than one Person, each such Person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by record conveyance of title to that Lot. No Person other than an Owner may be a member of the Neighborhood Association, and a membership in the Neighborhood Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.
- 3.2. Voting. The Neighborhood Association has one (1) class of membership. All Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article 3.1 above; provided, however, there shall be only one (1) vote per Lot. If more



than one Person holds the interest in one particular Lot, only one vote may be exercised and the owners have the discretion to determine which owner shall be the "voting" owner and advise the Secretary of the Neighborhood Association and the Management Company in writing prior to any meeting. In the absence of such advice, that Lot's vote shall be suspended if more than one Person seeks to exercise it.

#### **4. RIGHTS AND OBLIGATIONS OF THE NEIGHBORHOOD ASSOCIATION**

4.1. Responsibility for Neighborhood Common Property. The Association shall have the exclusive control and sole responsibility for all maintenance, repair, replacement and improvement upon the Neighborhood Common Property and each Owner shall be subject to assessments for such maintenance, repair, replacement as provided in Articles 5.2.2 and 5.6 of this Declaration, as the case be, as follows:

- 4.1.1. The Neighborhood Association shall keep the foregoing in good, clean, sanitary, substantial, attractive, and serviceable condition, order, and repair.
- 4.1.2. The Neighborhood Association's duties with respect to the Neighborhood Common Property include the management, operation, maintenance, repair, servicing, replacement and renewal of all streets, roads, sidewalks, street gutters, street lighting, improvements, equipment and personal property.
- 4.1.3. The Neighborhood Association's duties also include the duty to repair under the circumstances outlined in Article 4.2.4 of this Declaration.
- 4.1.4. Where it is stated that the Neighborhood Association has exclusive control, it means the Owners shall not be required or entitled to conduct such activities. It is the intent of the Neighborhood Association to control such activities for the purpose of maintaining uniformity and protecting the value and desirability of the Property. All maintenance, repair, replacement and improvement by the Association shall be performed to the established standards.

#### **4.2. Maintenance**

4.2.1. Responsibility of Master Association. The Master Association shall provide the following maintenance in Pelican Pointe, for which each Owner shall be assessed, separate and apart from any and all assessments which may be levied by the Neighborhood Association (though such assessment may be collected by the Neighborhood Association):

4.2.1.1. street lighting, and irrigation in all common areas other than Neighborhood Common Areas;

4.2.1.2. non-subdivision street maintenance, repair and replacement, including a reserve fund for future repairs;

4.2.1.3. landscape maintenance in all common areas other than the Links Association Neighborhood Common Areas;

4.2.1.4. guard house and security features;

4.2.1.5. cable television fees to each individual lot; and

4.2.2. Responsibility of Neighborhood Links Association. The Neighborhood Association shall have the exclusive right and responsibility for all maintenance, repair, and replacement and improvement upon the Owner's Lot except as provided in Article



4.2.3 below upon each Lot and each Owner is subject to assessment for such maintenance, repair, replacement and improvement as provided in Articles 5.2.2 and 5.6 of this Declaration, as the case may be, as follows:

4.2.2.1. clean, repair and replace roofs on Dwelling Units, as deemed necessary in the sole discretion of the Board of Directors;

4.2.2.2. the exclusive right to paint the exterior building surfaces, which shall be painted at least once every ten (10) years, unless existing paint has deteriorated to below reasonable minimum standards. Painting a building earlier than ten (10) years, shall be determined by the Architectural Review Committee and recommended to the Board;

4.2.2.3. repair, replacement, and maintenance of the utility easements located under each Lot as described in Article 2.7 of this Declaration;

4.2.2.4. mowing, trimming, edging, fertilization, insect and weed control of all turf areas, and fertilizing, weed and insect control of all garden areas;

4.2.2.5. pruning and trimming of trees as per grounds maintenance contract, except palm trees in excess of forty (40) feet tall and self-cleaning palms; fertilization of all trees and trimming and fertilization of shrubs, hedges, bushes and plantings on each Lot;

4.2.2.6. street lighting;

4.2.2.7. maintain all sprinkler and irrigation systems on each Lot and common areas;

4.2.2.8. cleaning of lead sidewalks and driveways once per year in conjunction with cleaning of common sidewalks and gutters;

4.2.2.9. apply mulch, as necessary, to all garden areas on front and sides of building;

4.2.2.10. the Neighborhood Association's responsibility for exterior maintenance on any unit building includes only roofs as stated in 4.2.2.1 of this Declaration and painting of exterior building surfaces as stated in 4.2.2.2 of this Declaration. All other maintenance, repair, replacement and improvement on any unit building is the responsibility of the Owner. The Association's responsibility also does not include replacement of any trees, shrubs, lawns or landscaped areas within an owner's property, except that the Neighborhood Association may maintain and replace any original hedge or other landscaping along the boundary between any Lot and the Neighborhood Common Property.

4.2.2.11. The Association's responsibility for maintenance, repair, replacement and improvement does not include any Owner addition, modification or improvement to the Owner's Lot or dwelling unit. The Neighborhood Association also is not responsible for any maintenance, repair or replacement resulting from any golf ball, fire, wind, flood, tornado, hurricane or other casualty, or any Owner additions to landscape or garden areas. Each Owner is responsible to repair or correct any and all such casualty damage to such Owner's Lot within a reasonable time; and

4.2.2.12. where it is stated herein that the Neighborhood Association has exclusive control, it means the Owners of Lots shall not be required or entitled to conduct such activities as described herein. It is the intent of the Neighborhood Association to control such activities for purpose of maintaining uniformity within the Property and to protect the value and desirability of the Property. All maintenance, repair,



replacement and improvement performed by the Neighborhood Association shall be at least up to the maintenance standards established by this Declaration.

- 4.2.3. Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost of which each Owner shall be individually responsible:

4.2.3.1. repair or replacement of all glass surfaces on an Owner's Lot;

4.2.3.2. replacement of exterior doors

4.2.3.3. replacement of any trees, shrubs or, and replacement of lawns or landscaped areas within an owner's property; pruning and trimming of all palm trees in excess of forty (40) feet tall;

4.2.3.4. maintenance, repair, or replacement resulting from any golf ball, fire, wind, flood, tornado, hurricane or other casualty damage within the lot of an Owner;

4.2.3.5. repair or replace any property whether upon such Owner's Lot or any other lot, or the Neighborhood Common Property, which repair or replacement is required because of any accident, negligence or the act of such Owner or any member of such Owner's family or household, or any invitee, guest, or lessee of such Owner;

4.2.3.6. the cost of labor and materials for replacement of roofs on individual Lots in excess of the reserves established for such purpose pursuant to Article 5.2 of this Declaration;

4.2.3.7. repair, maintenance, replacement and improvement on Owner's Lot or Dwelling Unit, except for roofs and painting as described in 4.2.2.1 and 4.2.2.2 of this Declaration;

4.2.3.8. exterior pest or animal control other than exterior rat baiting;

4.2.3.9. repair of damage caused by acts of God; and

4.2.3.10. all maintenance performed by the Owner shall be at least up to the standards established by the Neighborhood Association.

- 4.2.4. Failure of Owner to Repair. The Neighborhood Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances:

4.2.4.1. such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Neighborhood Association is not otherwise required to maintain;

4.2.4.2. such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot;

4.2.4.3. when any maintenance, repair or replacement, whether upon such Owners Lot, or any other Lot or Neighborhood Common Property, is required because of any willful act of such Owner; or any member of such Owner's family, household, invitee, guest or lessee;

4.2.4.4. any Owner fails to promptly repair or replace, as the case may be, any casualty damage to such Owner's Lot;



4.2.4.5. such Owner has failed to undertake the necessary maintenance or replacement within a reasonable time following written notice from the Neighborhood Association; and

4.2.4.6. upon the occurrence of the foregoing, and after reasonable and prior written notice to such Owner, and a reasonable opportunity to be heard, the Neighborhood Association's Board of Directors by a vote of not less than sixty percent (60%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessments, the costs of such maintenance, replacement or repairs, as well as associated legal fees, as the case may be, against such Owner's Lot in the manner provided in Article 5.6 of this Declaration.

4.2.5. Responsibility of the Management Company. The Neighborhood Association may retain a professional Management Company to assist the Board in conducting the affairs and operation of the Association and the Property. The Board of Directors shall conduct an annual review with the Management Company to discuss performance and areas of improvement and concern the Board of Directors has with the Management Company.

4.3. Services. The Neighborhood Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Neighborhood Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Neighborhood Association or by any person with whom it contracts.

4.3.1. Without limitation, the Neighborhood Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any Supplemental Declaration, or its Articles, By-laws, and Rules and Regulations.

4.3.2. The Neighborhood Association may contract with others to furnish trash collection, lawn care, Neighborhood Common Property swimming pool maintenance, Neighborhood Common Property parking maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots. If such services or materials, or both, are furnished to less than all Lots, then only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article 5.6, of this Declaration; and provided further, each such Owner's consent shall be required.

4.4. Personal Property. The Neighborhood Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Neighborhood Association's By-Laws.

4.5. Rules and Regulations. The Neighborhood Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Neighborhood Common Property, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Supplemental Declaration.

4.5.1. The validity of the Neighborhood Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community.

4.5.2. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of the membership present and voting at a regular or special meeting convened for such purposes.



- 4.5.3. The Neighborhood Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of the Owner's choosing.
- 4.6. Implied Rights. The Neighborhood Association may exercise any other right, power or privilege given to it by Florida law, this Declaration, any Supplemental Declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.
- 4.7. Restriction on Material Alterations and Substantial Improvements. All material alterations, substantial improvements or additions to the Neighborhood Common Property or any improvements located thereon, except for reserve items, which cost more than Ten Thousand Dollars (\$10,000) shall be approved by not less than sixty percent (60%) of the members who are present (in person or by proxy) and voting at a membership meeting duly convened for such purpose.
- 4.8. Litigation. The Neighborhood Association shall have the power to initiate litigation on behalf of the Neighborhood Association with a membership vote of approval of not less than sixty-five percent (65%) of the members who are present (in person or by proxy) and voting at a membership meeting. However, the Association may defend any action brought against it, file appropriate counterclaims and cross-claims and file and foreclose a claim of lien for delinquent assessments without any owner approval.

## **5. COVENANT FOR ASSESSMENTS**

- 5.1. Assessments Established. For each Lot owned with Assessments Established in the Property, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agrees to pay to the Neighborhood Association, the following:
- 5.1.1. An annual General Assessment, as defined in Article 5.2 herein below.
- 5.1.2. Special Assessments, as levied by the Neighborhood Association Board of Directors from time to time.
- 5.1.3. Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration or applicable Supplemental Declaration, as provided in Article 5.6 herein below.
- 5.1.4. All excise taxes, if any, that from time to time may be imposed upon all or any portion of the Property.
- 5.1.5. A capital contribution upon the purchase of a dwelling unit.
- 5.1.6. Dues for social members of the Pelican Pointe Golf & Country Club pursuant to Articles 13.3 and 13.4 of the Master Declaration, which require Owners to become social members of the Pelican Pointe Golf and Country Club.
- 5.1.7. An owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the Lot Owner. Additionally, a Lot Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.



The person acquiring title shall pay the amount owed to the Neighborhood Association on the day of transfer of title.

- 5.1.8. The Neighborhood Association may charge an administrative late fee in addition to interest, in an amount not to exceed ten percent (10%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Neighborhood Association shall be applied first to any interest accrued by the Neighborhood Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.
- 5.1.9. Failure to pay the full amount when due shall entitle the Neighborhood Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Article 5. for the collection of unpaid assessments. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common area or by abandonment of the unit for which the assessments are made. Except as otherwise provided herein, the lien is effective from and shall relate back to the recording of the original Declaration. The Neighborhood Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Neighborhood Association is entitled to recover its reasonable attorney's fees and associated costs incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.
- 5.1.10. If the Lot Owner remains in possession of the Lot after a foreclosure judgment has been entered, the court, in its discretion, may require the Lot Owner to pay a reasonable rental for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Neighborhood Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. The Neighborhood Association has the power to purchase the Lot at the foreclosure sale and to hold, lease, mortgage, or convey it. A first mortgagee acquiring title to a Lot as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.
- 5.1.11. All the foregoing, together with interest at the highest rate allowed by law as computed from the date the delinquency first occurs and all costs and expenses of collection, including reasonable trial and appellate attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Unless the law provides for a greater amount, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgagee which acquires title to a lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that come due before the mortgagee's acquisition of title, shall be the lesser of: 1) the parcel's unpaid regular periodic and special assessments that accrues or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or 2) one percent of the original mortgage debt.
- 5.2. Purpose of Assessments: Annual Budget. The assessments levied by the Neighborhood Association shall be used to promote the recreation, health, safety and welfare of the residents within the Property and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the Neighborhood Common Property and the exteriors of those lots within the Property. Each Lot shall be assessed for this purpose by an



"Annual Assessment" composed of the Annual General Assessment and Annual Exterior Maintenance Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made.

- 5.2.1. The Neighborhood Association shall prepare an annual budget, which shall reflect the estimated revenues and common expenses for that year and the estimated surplus or deficit as of the end of the current year.

5.2.1.1. The budget shall contain reserves for capital improvements. The budget shall contain a reserve for roof repairs and for repainting the dwelling units on each Lot.

5.2.1.2. The budget may set out separately, all fees or charges for recreational amenities, whether owned by the Neighborhood Association or another party.

5.2.1.3. The Neighborhood Association shall provide each Owner with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Owner. The copy must be provided within ten (10) days after the Neighborhood Association's receipt of a written request.

- 5.2.2. Assessments shall be in an equal amount for each Lot, with the exception of any Specific Assessments described in Article 5.1.3 above, which shall be specific to the Lot being assessed. The assessment shall be made on a calendar year basis, collected quarterly as provided in Article 5.3 herein below.

- 5.2.3. To effectuate the foregoing, the Neighborhood Association shall levy an Annual Assessment composed of the following:

5.2.3.1. Annual General Assessment. An Annual General Assessment to provide and be used for the operation, management, maintenance, painting, repair and servicing of the Property, services and facilities related to the use and enjoyment of the Neighborhood Common Property, including but not limited to the payment of taxes and insurance on the Neighborhood Common Property and the cost of labor, equipment, materials, management, and supervision thereof, and all other general activities and expenses of the Neighborhood Association including reserves for any and all of the foregoing, except exterior maintenance upon any Lot.

5.2.3.2. Exterior Maintenance Assessment. An Annual Exterior Maintenance Assessment to provide and be used for the exterior maintenance as outlined in Article 4.2.2 of this Declaration, including reserves for any and all of the foregoing.

- 5.3. Maximum Annual Assessment. The amount of the Annual Assessment, as determined in accordance with the foregoing Article 5.2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the fiscal year of the Neighborhood Association.

- 5.3.1. Written notice of the assessment shall be given to every Owner. The Annual Assessment shall be payable in equal quarterly installments equal to one-fourth (1/4) of the Annual Assessment

- 5.3.2. The Board of Directors of the Neighborhood Association may amend the manner in which assessments are collected to monthly, quarterly, semi-annually, annually, or any other manner as may be required to fit the needs of the Neighborhood Association. The assessment is due on the first day of each quarter or assessment period and will be deemed as late if not received by or on the due date. Late payments are subject to late fees and/or interest assessment.



- 5.3.3. If Any Owner defaults in payment of any installment for a period of thirty (30) days, the Neighborhood Association, at the option of the Board of Directors and upon reasonable advance notice to the Owner, may accelerate the unpaid balance of the annual assessments and immediately declare the entire amount due and payable.
- 5.3.4. The Maximum Annual Assessment is a five percent (5%) increase each year since the initial full membership assessment after the formation of the Links Association. This pertains only to the costs controlled by the Board (operating expenses, reserves, etc.). The Board shall determine the amount of the Maximum Annual Assessment each year. Written notice of the Maximum Annual Assessment shall be provided to every Owner. The Board of Directors may not exceed the Maximum Annual Assessment without a vote by the membership.
- 5.3.5. The Neighborhood Association Board of Directors may increase the maximum Annual Assessment more than five percent (5%) by first obtaining the approval of at least sixty percent (60%) of the voting members present (in person or by proxy) at a membership meeting duly convened for this purpose.
- 5.4. Property Taxes. Because the interest of each Owner in the Neighborhood Common Property is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Neighborhood Common Property, the value of the interest of each Owner in the Neighborhood Common Property entitled to its use be included in the assessment of each such Lot for local property tax purposes.
  - 5.4.1. Any assessment for such purposes against the Neighborhood Common Property shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots.
  - 5.4.2. If the local taxing authorities refuse to so assess the Neighborhood Common Property with the result that local real property taxes in any given year are assessed to the Neighborhood Association with respect to the Neighborhood Common Property in excess of Five Hundred Dollars (\$500) then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner:
    - 5.4.2.1. The amount of such excess with respect to the Neighborhood Common Property shall be divided by the number of Lots within the Property, and the quotient shall be the amount of such special assessment against each Lot.
    - 5.4.2.2. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable.
    - 5.4.2.3. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.
    - 5.4.2.4. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding Article.
- 5.5. Special Assessments. The Neighborhood Association Board of Directors may levy special assessments for expenses beyond those included in the annual budget. Any special assessment in a total amount greater than five percent (5%) of last year's annual budget (including reserves), for a purpose other than maintenance, repair, replacement, protection or insurance of the Property or property for which the Association is responsible, shall first be approved by the affirmative vote of not less than sixty percent (60%) of the members of the Association



present (in person or by proxy) at a membership meeting duly called in whole or in part for that purpose. The total amount of the assessment shall be paid over a maximum of three (3) years, unless otherwise specified by the Board of Directors.

- 5.6. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, the shortfall in the cost of roof replacement on any Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Neighborhood Association arising under any provision of this Declaration or any applicable Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Neighborhood Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.
- 5.7. Uniformity of Assessments. The Annual Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the Property. All monies received from any Annual Exterior Maintenance Assessment shall be allocated by the Board of Directors to separate budgetary accounts and may not be used for any other purposes without the approval of not less than sixty-five percent (65%) of the Owners who are present (in person or by proxy) and voting at a meeting duly convened for such purpose.
- 5.8. Lien for Assessments. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, and other levies which by law would be superior thereto, the lien or charge of any First Mortgage of record (meaning any recorded Mortgage with first priority over the other mortgages) made in good faith and for value and any lien permitted pursuant to this Declaration.
- 5.9. Remedies of the Neighborhood Association. Any assessment not paid within thirty (30) days after its due date bears interest at the highest rate allowed by law from the due date. The Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Neighborhood Association assessments by non-use of the Neighborhood Common Property or by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Neighborhood Association lien, or its priority.
- 5.10. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure of the claim of lien filed by the Neighborhood Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida.
- 5.10.1. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed.
- 5.10.2. The Owner also is required to pay to the Neighborhood Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and shall be accounted and paid as of the date the Owner's title is divested by foreclosure.
- 5.10.3. The Neighborhood Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of resale only.



5.10.4. During the period in which a Lot is owned by the Neighborhood Association following foreclosure:

5.10.4.1. No right to vote shall be exercised on its behalf;

5.10.4.2. No assessment shall be levied on it; and,

5.10.4.3. Each other Lot shall be charged, in its addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Lot had it not been acquired by the Neighborhood Association as a result of foreclosure.

5.10.5. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

5.11. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Neighborhood Association lien has priority over any such homestead as provided in Article X, Section 4, of the Constitution of the State of Florida, or any successor provision.

5.12. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage and any assessment lien arising pursuant to this Declaration.

5.13. Collection and Remittance of Association Assessments. Purely as an accommodation to the Owners, the Neighborhood Association may, at its discretion, direct the Owners to pay to the Neighborhood Association the assessments assessed against the Owners by the Master Association pursuant to this Declaration, and the Neighborhood Association shall remit such payments to the Association. The Neighborhood Association's performance of this function shall not, however, impose any obligation or duty upon the Neighborhood Association to collect such assessments or to pay such assessments on behalf of any Owner in the event an Owner fails to pay the assessments.

## **6. ARCHITECTURAL REVIEW**

6.1. Architectural Review Committee. The Board of Directors shall establish as a standing committee an Architectural Review Committee (referred to herein as the Committee), composed of three (3) or more owners approved by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Review Committee.

6.1.1. No member of the Committee shall be entitled to compensation for services performed, but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Neighborhood Association funds.

6.2. Committee Authority. The Committee has full authority to regulate the use and appearance of the exterior of the Property to assure harmony of external design and location in relation to surrounding buildings and topography; and to protect and conserve the value and desirability of the Property as a residential community.

6.2.1. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Supplemental Declaration or contrary to the best interests of the other Owners in maintaining the value and desirability of the Property as a residential community.

6.2.2. The Committee may adopt, promulgate, rescind, amend and revise reasonable rules and regulations in connection with the foregoing, provided such regulations are:



6.2.2.1. consistent with the provisions of this declaration and any applicable Supplemental Declaration; and

6.2.2.2. if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect; and

6.2.2.3. violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Neighborhood Association.

6.2.3. The Architectural Review Committee shall be responsible for preparing specifications for Board approval for any projects related to Architectural Control undertaken by the Committee or requested by the Board. They shall also be responsible for monitoring such projects.

6.3. Committee Approval. No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, including that portion of any Lot not actually occupied by its improvements, except for replacements of original items unless first approved of in writing by the Architectural Review Committee.

6.3.1. The Committee's approval is not required for any changes, alterations, or additions within a fully enclosed rear entry patio, or entry area, and screened from street view.

6.3.2. No Owner may undertake any exterior maintenance on the Owner's Lot that is the duty of the Neighborhood Association, as provided by this Declaration, without the Committee's prior written approval.

6.3.3. No exterior door or glass may be replaced by any Owner without the Committee's prior written approval.

6.3.4. Nothing may be kept, placed, stored or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by its improvements thereon without the Committee's prior written approval unless it is within a fully enclosed rear patio, or entry area, and fully screened from view.

6.3.5. If any change, alterations, additions, reconstruction or attachments to the exterior of any lot is approved in writing by the Architectural Review Committee, the Owner shall be responsible for any maintenance, repair, and replacement of said change, alterations, or additions and damage caused by the change, alteration, additions, reconstruction or attachments.

6.4. Procedure. All applications to the Committee for approval of any structure, use, activity, alteration, addition, or color change required by the preceding Article must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, together with such other drawings, documentation, models and information as the Committee may reasonably require.

6.4.1. If the Committee does not approve or disapprove a complete application within the thirty (30) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. However, for investigative purposes, and with proper written notice to the applicant, the committee may extend the usual thirty (30) day response period.

6.4.1.1. If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in Article 6.3 of this



Declaration. The Neighborhood Association or any Owner additionally may resort immediately to any other lawful remedy for such violation

6.4.1.2. The Committee may deny any application upon the ground that the proposed structure, use, activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Neighborhood Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement

6.4.1.3. The Committee additionally may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee.

6.4.1.4. At the request of any Owner, the Neighborhood Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Lot have been approved by the Committee, if such is the case.

6.4.1.5. The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction.

6.4.1.6. If the Board of Directors does not constitute itself as the Architectural Review Committee, then provision must be made for review by the Board, concerning decisions of the Architectural Review Committee, or any subcommittee, at the request of the affected Owner, subject to such reasonable limitations and procedures as the Board deems advisable.

6.4.1.7. The Board of Directors, or Architectural Review Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Review Committee deems advisable.

6.4.1.8. In all events, the Neighborhood Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall provide any affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person and by a representative of such Owner's choosing.

6.5. Standards. All actions by the Board of Directors or Architectural Committee with respect to architectural control shall:

- 6.5.1. Assure harmony of external design, materials, and location in relation to surrounding buildings and architectural features within the Property;
- 6.5.2. Protect and conserve the value and desirability of the Property as a residential community;
- 6.5.3. Be consistent with the provisions of this Declaration; and
- 6.5.4. Be in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.



6.6. Association Architectural Review Committee. The provisions of this Article 6. shall be in addition to, not in lieu of, the provisions of Article 5. of the Master Declaration.

6.6.1. When the approval of the Neighborhood Association's Architectural Review Committee is required pursuant to this Article 6., the affected Owner shall apply for such approval using the procedures established herein. Additionally, if the owner's proposed activities also require the approval of the Master Association pursuant to Article 5.2 of the Master Declaration, then such Owner shall comply with the requirements of Article 5.0 of the Master Declaration.

6.6.2. If the Owner provides to the Neighborhood Association the application and other materials, the Owner is required to submit to the Master Association pursuant to the Master Declaration, the Neighborhood Association's Architectural Review Committee may, as an accommodation to such Owner, forward the Owner's application to the Master Association for its review and consideration. The Owner shall be notified in writing if the application is forwarded to the Master Association.

6.6.3. Nothing in this Article 6.6 shall be construed, however, to obligate the Neighborhood Association or its Architectural Review Committee to seek or obtain the approval of the Master Association of the Owner's application. The approval of either the Neighborhood Association's Architectural Review Committee or the Master Association does not constitute the approval of the other if such approval is required by this Declaration or the Master Declaration, as applicable.

## **7. LANDSCAPE CONTROL**

7.1. Landscape Committee. The Board of Directors shall establish as a standing committee a Landscape Committee comprised of three (3) or more Lot owners approved by the Board. The Board of Directors may serve as the Landscape Committee if the Board of Directors cannot acquire enough Lot owners to serve on the Landscape Committee.

7.1.1. Each member of the Landscape Committee shall serve at the pleasure of the Board of Directors. No member of the Landscape Committee shall be entitled to compensation for services performed, but the Board may authorize the employment of independent professional advisors to advise the Committee and may authorize reasonable compensation to such advisors from Association funds.

7.1.2. The members of the Landscape Committee will elect a member as Chairperson with the following duties and responsibilities:

7.1.2.1. Ensure Landscape Committee meetings are conducted in an appropriate frequency to ensure the needs of the Community are properly addressed, conduct Landscape Committee meetings, including preparing the meeting agenda and notifying committee members and Lot owners of the meeting.

7.1.2.2. Present a report to the Board of Directors regarding all relevant Landscaping issues that have arisen since the previous Board Meeting including but not limited to past unresolved issues as well as any Lot owner applications for approval of changes, alterations, or additions to landscape on said Owner's Lot.

7.1.2.3. Ensure the following records are kept by the Landscape Committee and provided to the Neighborhood Association Management Company: written records of all owner applications for approval of changes, alterations, modifications, or additions to landscaping on said Lot owner's Lot, meeting minutes of all Landscape Committee meetings, reports to the Board, landscape maintenance contractor selection and evaluation documents, and any and all documentation regarding Contractors hired by



the Neighborhood Association to fulfill the Neighborhood Association duty to provide turf and landscape maintenance and irrigation maintenance.

7.2. Landscape Committee Authority. The Landscape Committee has the full authority to regulate all aspects of the Property landscape, including the planting and maintenance of plants and turf, to assure a consistent/uniform appearance, and to protect and conserve the value and desirability of the Property as a residential community. This authority may be promulgated, rescinded, and amended by the Board of Directors.

7.2.1. The power to regulate includes the power to prohibit those activities related to the landscape of the Property that are inconsistent with the provisions of the Declaration or any Supplemental Declaration or contrary to the best interests of the other Lot owners in maintaining the value and desirability of the Property as a residential community.

7.2.2. The power to adopt, promulgate, rescind, amend, and revise reasonable standards, rules, and regulations in connection with the landscape of the Property, provided they are consistent with provisions of the Declaration and any Supplemental Declaration, and approved by the Board of Directors.

7.3. Landscape Committee Responsibilities The Landscape Committee shall:

7.3.1. Conduct, in conjunction with the Board of Directors, the evaluation and selection process for determining the best landscape maintenance contractor to fulfill the Neighborhood Association duty to provide turf and landscape maintenance and irrigation maintenance as provided in Article 2.21 of this Declaration. This process shall include but not be limited to:

7.3.1.1. Prepare the request for quotations documentation to potential landscape maintenance contractors

7.3.1.2. Evaluate the landscape maintenance contractor responses to the request for quotation

7.3.1.3. Provide a final report and recommendation to the Board of Directors for approval or retention of any Landscape maintenance contractors

7.3.1.4. Monitor the performance of any landscape maintenance contractor retained by the Association

7.3.1.5. Report to the Board on the performance of the landscape maintenance contractor

7.3.1.6. Interface with landscape maintenance contractor

7.3.1.7. Recommend landscape practices that may improve the appearance of the Property or improve the performance of the landscape maintenance contractor

7.3.2. To recommend to the Board of Directors the development, establishment, amendment, modification, and/or addition to the Landscape Standards for landscape appearance and maintenance of the Association, pursuant Article 7.6 herewithin

7.3.3. Notwithstanding the foregoing, approve any changes, alteration, or addition to the plants or turf of the Property undertaken by the Lot owner, pursuant to Article 7.4 here within.



- 7.3.4. Report to the Board of Directors any Lot owner violations of the Landscaping Standards. Violations of the Landscape Committee's Standards, Rules and Regulations shall be enforced by the Board of Directors in the name of the Association.
- 7.4. Landscape Committee Approval. No changes, alterations, or additions of any nature may be made to the landscape of any lot within the Property or within the Neighborhood Association Common Property or Common Areas unless the Owner has first received written approval of both the Landscape Committee and the Board of Directors and where appropriate, written approval from the Master Board of Directors.
- 7.4.1. However, Landscape Committee approval is not required for the replacement of a pre-approved plant or turf with same plant or turf, and in the same location such that would be deemed to be no change, alteration or addition being undertaken by the Owner.
- 7.4.2. No Owner may undertake any maintenance of the plants or turf that is the responsibility of the Neighborhood Association, without first receiving the approval of the Landscape Committee, in writing.
- 7.4.3. Owners may not make changes, alterations, or additions of any nature within the preserves (conservation lands) or retention ponds as prohibited by the ordinances of the County of Sarasota and the laws of the State of Florida.
- 7.5. Landscape Committee Approval Procedure. The Landscape Committee, in conjunction with the Board of Directors shall develop and promulgate a Landscape Review Form for Lot owners to utilize. All Lot owner applications for the change, alteration or addition to the plants or turf are to be submitted on the Landscape Review Form and must be accompanied by drawings, contractor information, contractor insurance documentation and utility surveys, where applicable or deemed necessary by the Landscape Committee.
- 7.5.1. All Owner applications are to be submitted in writing or electronically to the Management Company for the Association.
- 7.5.2. If the Landscape Committee does not approve or deny the application within thirty (30) days after receipt from the property management company, the Landscape Committee's approval will be deemed to have been given. However, for investigative purposes, and with written notice to the applicant, the Landscape Committee may extend the usual thirty (30) day response time.
- 7.5.3. The Landscape Committee can deny approval of an application for the following reasons:
- 7.5.3.1. The application is not consistent with and/or compliant with the Landscaping Standards
- 7.5.3.2. The proposed change, alteration or addition will cause an additional maintenance burden upon the Association.
- 7.5.3.3. The proposed application is not complete and/or void of requested information.
- 7.5.4. The Landscape Committee from time to time may adopt, promulgate, rescind, amend, and review standards, rules, and regulations governing procedures in all matters within its jurisdiction, subject to Board of Directors approval.



- 7.6. Landscape Standards. All actions of the Board of Directors and the Landscape Committee with respect to Landscape Standards shall:
- 7.6.1. Protect and conserve the value and desirability of the Property as a residential community.
  - 7.6.2. Be consistent with all of the provisions of the Declaration
  - 7.6.3. Require all Owners to be in compliance with the Association's Landscape Standards and the Landscape Committee Rules and Regulations
  - 7.6.4. Apply the Landscape Standards, Rules and Regulations consistently to all Lot owners, and be in the best interest in maintaining the value and desirability of the Property as a residential community.
- 7.7. Approval of Application by Master Association. The provisions of this Article 7. shall be in addition to, not in lieu of, the provisions of Article 5.0 of the Master Declaration.
- 7.7.1. When the approval of the Association's Landscape Committee is required pursuant to this Article 7., the affected Owner shall apply for such approval using the procedures established herein. The Committee may, after reviewing the application, require the Owner's application to be approved by the Master Association, in accordance with Article 5.0 of the Master Declaration.
  - 7.7.2. In the event an Owner application requires the Master Association approval, the Owner will be solely responsible for submitting the application, obtaining written approval from the Master Association, and submitting the approved application to the Landscape Committee for approval.
  - 7.7.3. A written approval by the Master Association does not constitute an approval by the Landscape Committee or the Board of Directors of the Neighborhood Association.

## **8. FINING AND HEARING COMMITTEE**

- 8.1. Fining. In addition to all other remedies provided for in the Declaration, the Board of Directors shall have the power to levy reasonable fines against any Owner, Member, or any Owner or Member's tenant, guest, or invitee for the failure of the Owner, Member or any Owner or Member's tenant, occupant, licensee, or invitee to comply with any provision of the Homeowners' Association Act, the Declaration, the Association Bylaws, or reasonable Rules of the Association. An Owner or Member shall be jointly and severally liable for the payment of any fine levied against an Owner or Member's tenant, guest or invitee. A fine or suspension may not be imposed by the Board of Directors without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee. If the Board of Directors imposes a fine, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner, Member, and, if applicable, to any tenant, licensee, or invitee of the Member or Owner.
- 8.2. Hearing Committee. The Board of Directors shall establish as a standing committee, a Hearing Committee, comprised of four (4) or more Owners approved by the Board.
- 8.2.1. No member of the Hearing Committee shall be entitled to compensation for services performed.
  - 8.2.2. No member of the Hearing Committee shall be an officer, Director, or employee of the Association, or the spouse, child or sibling of an officer, Director, or employee of the Association.



8.3. Hearing Committee Authority. The role of the Hearing Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

8.3.1. If the owner, member, and/or other person being fined or suspended, desires to contest a fine or suspension and provides written notice to the Association within ten (10) days after receipt of the notice imposing the fine or suspension, the Hearing Committee shall convene a hearing within fourteen (14) business days of the request by the person being fined or suspended.

8.3.2. The Hearing Committee will establish the date, time and location for each hearing and will provide written notice to the owner, member and/or other person being fined or suspended.

8.3.3. The Hearing Committee will appoint three (3) members to act as the Hearing Panel and appoint one panel member to chair the hearing. No committee member having a conflict of interest will serve on the Hearing Panel.

8.3.4. The Hearing Committee will conduct the hearing with the following people allowed to attend:

8.3.4.1. Person requesting the hearing and an attorney representative

8.3.4.2. The Association's attorney

8.3.4.3. The Association's Management Company representative

8.3.5. The Hearing Committee will provide an opportunity for the owner, member, and/or other person being fined or suspended to review, challenge, respond to any material considered by the Hearing Committee; to present evidence and to provide written and oral argument on all issues involved.

8.3.6. After input from all participants, the Hearing Panel shall meet in executive session.

8.3.7. The majority vote of the Hearing Panel will confirm or reject the fine or suspension.

8.3.8. The Hearing Panel will advise when their decision will be provided and will provide written notice by mail to the Person who requested the hearing and the Board of their decision.

8.3.9. If the Hearing Panel, by majority vote, does not confirm a proposed fine or suspension, the proposed fine or suspension may not be imposed.

8.3.10. If the hearing panel, by majority vote, confirms a proposed fine, the payment of the fine is due five (5) days after the date of notice of the decision and the suspension is effective on the date of the notice.

## 9. PARTY WALLS, ROOFS. AND UTILITY CONNECTIONS

9.1. General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots, and the roofs between Lots for each attached dwelling unit are considered to be a party wall, fence or roof; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls, fences and roofs.



- 9.2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall, fence and roof shall be shared equally by the Owners who make use of the wall, fence and roof in proportion to such use. The Neighborhood Association includes a reserve for roof replacement in the Annual Maintenance Assessment. In the event this reserve is insufficient to replace a roof on a unit, the Owner of the unit will be assessed for the shortfall, subject to any applicable prorations as provided. in the preceding sentence.
- 9.3. Destruction by Fire or Other Casualty. If a party wall, fence or roof is destroyed or damaged by fire or other casualty, the Owner who has used the wall, fence or roof, shall restore it, and if other Owners thereafter make use of the wall, fence or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omission. Therefore, all Owners shall provide Homeowner's Insurance as referred to in Articles 11.1.2 and 11.4 of this Declaration.
- 9.4. Weatherproofing, Termite and Other Insect Control. Notwithstanding any other provision of this Article, a Lot Owner who by his negligence or willful act causes any party wall, fence, roof, or other part of any multiplex dwelling to be exposed to the elements, or to infestation by termites, other insects or other injurious elements or agencies shall bear the whole cost of furnishing necessary protection against such elements or agencies and of repairing all resulting damage.
- 9.4.1. Storm Protection
- 9.4.1.1. Unit owners are permitted to install roll-ups, accordion covers, aluminum panels, if white, and clear panels for security purposes. Such storm or hurricane installations must be approved via the Architectural Review Committee approval process.
- 9.4.1.2. Temporary storm protection measures using materials such as plywood, galvanized steel, or bare aluminum can be installed no earlier than five (5) days prior to an impending storm and must be removed within five (5) days after the storm.
- 9.4.1.3. Hurricane protection may not be left up year around.
- 9.4.1.4. Unit owners are required to remove or secure loose items from the exterior of their lot (lanai, lawn, sidewalks, etc.) during seasonal or extended absence, and during declared hurricane watches and warnings for those Unit Owners who remain on the premises.
- 9.4.2. Termite Control. Termite control is the responsibility of the Neighborhood Association. The cost of termite control is paid through the Annual Maintenance Assessment.
- 9.4.3. Other Insect or Pest Control. Spraying for insect control, both inside and outside of the units is the responsibility of the Neighborhood Association and its cost is paid through the Annual Maintenance Assessment. The Neighborhood Association is responsible for exterior rat baiting. All other exterior pest or animal control is the Owner's responsibility.
- 9.5. Right to Contribution Runs with Land. The right of any Owner to a contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.
- 9.6. Number of Dwellings. No portion of the Property may be combined or resubdivided in any manner so as to increase the number of dwellings on the Property from those established by the Plat of the Property.



9.7. Utility Connections. All Lots shall be served by a sanitary sewer and water system; and no septic tank or well may be installed on any Lot.

10. **OPERATION.** From and after the date this Declaration is Recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Neighborhood Association and each Owner.

11. **INSURANCE AND CASUALTY LOSSES: CONDEMNATION**

11.1. Insurance. Insurance, other than title insurance, which shall be carried upon the Neighborhood Common Property, shall be covered by the following provisions:

11.1.1. Authority to Purchase. All insurance policies upon the Neighborhood Common Property shall be purchased by the Neighborhood Association for the benefit of the Neighborhood Association.

11.1.1.1. It shall not be the responsibility nor the duty of the Neighborhood Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner.

11.1.1.2. However, the Owner may obtain such insurance at the Owner's sole expense provided such insurance may not be of a nature to affect policies purchased by the Neighborhood Association.

11.1.2. Casualty Coverage. All buildings and improvements in the Neighborhood Common Property, and all personal property included in the Neighborhood Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Neighborhood Association. Such coverage shall afford protection against

11.1.2.1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

11.1.2.2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Neighborhood Association.

11.1.2.3. Worker's Compensation Policy. To meet the requirements of Florida law.

11.1.2.4. Other. Such other insurance as the Board of Directors of the Neighborhood Association shall determine from time to time to be desirable.

11.1.3. Premiums. Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Neighborhood Association.

11.1.4. Proceeds. All insurance policies purchased by the Neighborhood Association shall be for the benefit of the Neighborhood Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Neighborhood Association.



- 11.1.5. Distribution of Proceeds. Proceeds of insurance policies received by the Neighborhood Association shall be distributed and used by the Association as the Board of Directors may determine.
- 11.2. Reconstruction or Repair After Casualty. The Neighborhood Association Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Neighborhood Common Property shall be repaired or replaced.
- 11.3. Condemnation. In the event that any portion of the Neighborhood Common Property shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Neighborhood Common Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Neighborhood Association and shall be distributed to the Neighborhood Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.
- 11.4. Insurance on Lots. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:
- 11.4.1. Loss or damage by fire, hurricane, tornado, windstorm, and other hazards covered by a standard extended coverage endorsement.
- 11.4.2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- 11.4.3. Owner shall furnish proof or direct his/her insurance agent to furnish proof of homeowner's insurance to the Neighborhood Association Board of Directors through the Management Company representative at the time a Lot is purchased, and at the time of each annual renewal thereafter.
- 11.4.4. If an Owner shall fail to provide proof of such insurance or renewal, the Neighborhood Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article 5.6. of this Declaration.
- 11.4.5. Further, the Neighborhood Association reserves the right to purchase required insurance coverage for the Links at Pelican Pointe in its entirety to ensure proper insurance coverage for the Membership as a whole when enough (as determined by the Board of Directors) individual Owners fail to purchase required and proper insurance coverage on their own, thereby causing undue risk and potential harm to the entire Membership. Such Board action shall be approved by not less than sixty percent (60%) of the members who are present (in person or by proxy) and voting at a membership meeting duly convened for such purpose.

## **12. GENERAL PROVISIONS**

- 12.1. Enforcement. The Neighborhood Association, or any Owner has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or any Supplemental Declaration, or both.



- 12.1.1. The party enforcing the same, additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiation, trial and appellate proceedings, if any.
- 12.1.2. If the Neighborhood Association enforces the provisions of this Declaration against an Owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such Owner's Lot, as provided in Article 5.6 of this Declaration.
- 12.1.3. Failure by the Neighborhood Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time.
- 12.1.4. If these restrictions are enforced by any Owner or class of Owners, such Owner or Owners may be reimbursed by the Neighborhood Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, at the discretion of the Board of Directors.
- 12.2. Provisions Run With The Land. The provisions of this Declaration and Amendment to the Declaration shall run with and bind the Property and all other lands to which it is extended, and will inure to the benefit of and be enforceable by the Neighborhood Association or any Owner, their respective heirs, successors and assigns until the fiftieth (50th) anniversary of the original date that the Declaration of Covenants was recorded (September 24, 1998), whereupon they automatically shall be extended for successive periods often (10) years each.
  - 12.2.1. However, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable after such fiftieth (50th) anniversary date, then, in such event was recorded (September 24, 1998) only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to the provisions for a period of ninety-nine (99) years from the original date this Declaration, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to reimpose its provisions.
- 12.3. Meeting Requirement. Whenever any provision of this Declaration requires any action to be approved by the Membership at a meeting duly convened for such purpose; written notice of such meeting must be given to all members not less than fourteen (14) days, nor more than sixty (60) days, in advance of such meeting, setting forth its purpose. Notice of such meeting shall also be posted in a conspicuous place at least forty-eight (48) hours in advance of the meeting.
- 12.4. Severability. Invalidation of any particular provision of this Declaration, or any Supplemental Declaration, by judgment or Court Order shall not affect any other provisions, all of which shall remain in full force and effect.

### **13. AMENDMENTS**

- 13.1. Approval. This Declaration may be amended by the affirmative vote of not less than sixty-five percent (65%) of the members present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.
- 13.2. Recordation. To be effective, an amendment must be recorded in the Public Records of Sarasota County, Florida, and shall contain a certificate of the Neighborhood Association that the requisite approval has been obtained.



- 13.3. Owner Consent. If an Owner consents to any amendment to this Declaration, the Articles of Incorporation or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

#### **14. LIABILITY**

- 14.1. NEITHER THE NEIGHBORHOOD ASSOCIATION NOR THE MASTER ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORM WATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES THE NEIGHBORHOOD ASSOCIATION AND THE MASTER ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.
- 14.2. NEITHER THE NEIGHBORHOOD ASSOCIATION NOR THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY "THE LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.
- 14.3. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME-TO-TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.
- 14.4. ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY AND/OR DAMAGES, ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.



**COMPOSITE  
EXHIBIT "A"**

**DESCRIPTION OF PROPOSED LOTS 411, 412, 413 AND 414, "PELICAN POINTE, GOLF & COUNTRY CLUB, UNIT 6"**

A PARCEL OF LAND LYING AND BEING IN SECTION 15, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 15; THENCE NORTH, A DISTANCE OF 1683.26 FEET; THENCE WEST, A DISTANCE OF 2020.37 FEET TO THE MOST SOUTHERLY POINT OF PROPOSED LOT 414, AND THE POINT OF BEGINNING, THENCE TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1270.00 FEET, A CENTRAL ANGLE OF 02°56'53", A TANGENT LENGTH OF 32.68 FEET, A CHORD BEARING OF N. 47°10'14"W. AND A CHORD LENGTH OF 65.34 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 65.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N. 45°41'47"W., A DISTANCE OF 57.28 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 01°59'20", A TANGENT LENGTH OF 9.29 FEET, A CHORD BEARING OF N. 44°42'07"W. AND A CHORD LENGTH OF 18.57 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 18.57 FEET TO THE END OF SAID CURVE; THENCE N. 52°37'53"E., A DISTANCE OF 131.40 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 13°17'31", A TANGENT LENGTH OF 58.26 FEET, A CHORD BEARING OF S. 44°00'53"E. AND A CHORD LENGTH OF 115.73 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF BACK NINE DRIVE, AN ARC LENGTH OF 115.99 FEET TO THE END OF SAID CURVE; THENCE 8.41°21'20"W., A DISTANCE OF 125.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,240 SQUARE FEET, MORE OR LESS.

**AND:**

**DESCRIPTION OF PROPOSED LOTS 431 THROUGH 436, PELICAN POINTE GOLF & COUNTRY CLUB, UNIT 6.**

A PARCEL OF LAND LYING AND BEING IN SECTION 15, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 15; THENCE WEST, A DISTANCE OF 1911.67 FEET; THENCE NORTH, A DISTANCE OF 1597.62 FEET TO THE SOUTHWESTERLY CORNER OF PROPOSED LOT 431 AND THE POINT OF BEGINNING; THENCE N. 31°56'51"E., A DISTANCE OF 137.51 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF PROPOSED BACK NINE DRIVE; THENCE S. 63°45'52"E., ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 29.69 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 810.00 FEET, A CENTRAL ANGLE OF 10°54'43", A TANGENT LENGTH OF 77.37 FEET, A CHORD BEARING OF S. 58°78'31"E. AND A CHORD LENGTH OF 154.03 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, AN ARC LENGTH OF 154.26 FEET TO THE END OF SAID CURVE; THENCE S. 33°51'03"W., A DISTANCE OF 138.48 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1270.00 FEET, A CENTRAL ANGLE OF 08°04'54", A TANGENT LENGTH OF 89.72 FEET, A CHORD BEARING OF N. 58°55'54"W. AND A CHORD LENGTH OF 178.99 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 179.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 25,971 SQUARE FEET, MORE OR LESS.

**EXHIBIT "A"**

***1 of 2***



**COMPOSITE  
EXHIBIT "A"**

The following lots and tracts in Pelican Pointe Golf & Country Club, Units 6 and 8 as per map in plat thereof recorded in Plat Book 41, s 30-30E in the Public Records of Sarasota County, Florida.

**LOTS**

Lots 451 through 454	Lots 461 through 464	Lot•471 through476
Lots 481 through 486	Lots 491 through 494	Lots 501 through 506
Lots 511 through 514	Lots 521 through.524	Lots 531 through 536
Lots 541 through 546	Lots 551 through 556	Lots 561 through S64
Lots 571 through 574	Lots 581 through 584	Lots 591 through 596
Lots 601 through 604	Lots 611 through 614	Lots 621 through 624
Lots 631 through 636	Lots 641 through 644	Lots 731 through 734
Lots 741 through 744	Lots 751 through 754	Lots 761 through 764
Lots 771 through 776	Lots 781 through 785	Lots 791 through 796
Lots 801 through 804	Lots 811 through 816	Lots 821 through 824
Lots 831 through 834	Lots 841 through 844	Lots 851 through 854
Lots 861 through 864	Lots 871 through 874	Lots 401 through 403
Lots 411 through414	Lots 421 through 424	Lots 431 through 436
Lots 441 through 446	Lot• 651 through 656	Lots 661 through 664
Lots 671 through 676	Lots 681 through 686	Lots 691 through 694
Lots701 through 704	Lots 711 through 716	Lots 721 through 724
Lots 881 through 884	Lots 891 through 896	Lots 901 through 906
Lots 911 through 914	Lots 921 through 926	Lots 931 through 934