

9/4/2018 3:14 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2281630

Prepared by and return to:

Michael J. Belle, P.A.  
2364 Fruitville Road  
Sarasota, FL 34237  
(941) 955-9212

**NOTICE OF PRESERVATION OF RESTRICTIONS  
BY WATERFORD MASTER OWNERS ASSOCIATION, INC.,  
UNDER MARKETABLE RECORD TITLE ACT**

This Notice is being recorded under sections 712.05-.06, Florida Statutes, to preserve the covenants, conditions, restrictions, easements, and all provisions of the Preserved Documents listed in the attached Exhibit A-1. The Preserved Documents themselves are attached as composite Exhibit B.

The property affected by this Notice is described as:

1. Waterford, according to the plat thereof recorded at Plat Book 33 Page 15
2. Waterford Phase One-A, according to the plat thereof recorded at Plat Book 32 Page 29
3. Waterford Phase One-B, according to the plat thereof recorded at Plat Book 32 Page 36
4. Waterford Tract D, according to the plat thereof recorded at Plat Book 32 Page 41
5. Colony Place, according to the plat thereof recorded at Plat Book 32 Page 42
6. Waterford Tract J – Phase One, according to the plat thereof recorded at Plat Book 32 Page 49
7. Waterford Tract K – Phase Three, according to the plat thereof recorded at Plat Book 33 Page 6

all of the public records of Sarasota County, Florida.

The homeowners association recording this Notice is Waterford Master Owners Association, Inc. (“Association”), 181 Center Road, Venice, FL 34285. The President and Secretary of the Association hereby certify that preservation of the Preserved Documents was approved by at least two-thirds of the members of the Board of Directors of the Association.

An Affidavit relating to this Notice is attached as Exhibit A.

WITNESSES:

Jessica W...  
Print name: Jessica W...

Tonya R Ortiz  
Print name: Tonya R Ortiz

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

WATERFORD MASTER OWNERS ASSOCIATION, INC.

By: Pam Schierberg  
Pam Schierberg, President

Attest: \_\_\_\_\_  
Bob Stambaugh, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of August, 2018, by **Pam Schierberg**, President of Waterford Master Owners Association, Inc., a Florida not-for-profit corporation, who     is personally known to me or  produced PL DL as identification.



Tonya R Ortiz  
Notary Public, State of Florida  
Print name: \_\_\_\_\_  
Commission no.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this     day of    , 2018, by **Bob Stambaugh**, Secretary of Waterford Master Owners Association, Inc., a Florida not-for-profit corporation, who     is personally known to me or     produced     as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print name: \_\_\_\_\_  
Commission no.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

WITNESSES:

WATERFORD MASTER OWNERS ASSOCIATION, INC.

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Pam Schierberg, President

Print name: \_\_\_\_\_

Kelly Stine  
Print name: Kelly Stine

Attest: Bob Stambaugh  
Bob Stambaugh, Secretary

[Signature]  
Print name: Patricia Rodriguez

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **Pam Schierberg**, President of Waterford Master Owners Association, Inc., a Florida not-for-profit corporation, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print name: \_\_\_\_\_  
Commission no.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF Maryland  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August 2018, 2018, by **Bob Stambaugh**, Secretary of Waterford Master Owners Association, Inc., a Florida not-for-profit corporation, who \_\_\_\_\_ is personally known to me or  produced Florida Driver License as identification.

WOODROW GRIFFIN JR.  
NOTARY PUBLIC  
WASHINGTON COUNTY  
MARYLAND  
My Commission Expires 04-22-2022

Woodrow Griffin Jr.  
Notary Public, State of ~~Florida~~ Maryland  
Print name: Woodrow Griffin, Jr.  
Commission no.: \_\_\_\_\_  
My commission expires: 04/22/2022

EXHIBIT A

AFFIDAVIT OF MRTA PRESERVATION PROCEDURE

STATE OF FLORIDA  
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared Pam Schierberg, who, after being duly sworn, deposes and says:

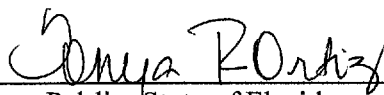
1. I am the President of Waterford Master Owners Association, Inc. ("Association"). I have personal knowledge of the matters contained in this Affidavit.
2. A meeting of the Association's Board of Directors was scheduled for August 2, 2018, at 4:00 p.m. The Board of Directors caused to be mailed to the members of the Association, at least seven days before the meeting, the Notice attached as Exhibit A-1.
3. At the meeting, at least two-thirds of the members of the Board of Directors voted to preserve the Preserved Documents listed in Exhibit A-1.

FURTHER AFFIANT SAYETH NAUGHT.

  
 \_\_\_\_\_  
 Pam Schierberg

The foregoing instrument was sworn and subscribed before me this 3<sup>rd</sup> day of August, 2018, by Pam Schierberg, President of Waterford Master Owners Association, Inc., a Florida not-for-profit corporation, who \_\_\_\_\_ is personally known to me or  produced \_\_\_\_\_ as identification.

FL DL

  
 \_\_\_\_\_  
 Notary Public, State of Florida  
 Print name: \_\_\_\_\_  
 Commission no.: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_



**EXHIBIT A-1**

(See following pages.)

**WATERFORD MASTER OWNERS ASSOCIATION, INC.**

**NOTICE OF BOARD OF DIRECTORS VOTE  
REGARDING PRESERVATION OF COVENANTS**

On August 2, 2018, at 4:00 p.m., at Waterford Sports Club, 1460 Gleneagles Drive, Venice, Florida, the Board of Directors of Waterford Master Owners Association, Inc., will vote on whether to preserve certain covenants, conditions, and restrictions within the Waterford master subdivision. The following is additional information regarding this matter.

**STATEMENT OF MARKETABLE TITLE ACTION**

Waterford Master Owners Association, Inc. ("Association"), has taken action to ensure that the following documents, as may be amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence.

1. Master subdivision

- a. Master Declaration of Covenants, Conditions and Restrictions for Waterford, recorded at Official Records Book 2033, Page 1922
- b. Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Waterford Master Owners Association, Inc. (Revised 2017), recorded at Official Records Instrument # 2017054566
- c. Surveyor's Affidavit Confirming Omission on Plat in Accordance with Florida Statutes Chapter 177.141, recorded at Official Records Book 2301 Page 1996
- d. Surveyor's Affidavit Confirming Error on Plat in Accordance with Florida Statutes Chapter 177.141, recorded at Official Records Book 2301 Page 1998

2. Tract I (Brenner Park)

- a. Declaration of Restrictions for a Portion of Tract "I" of Waterford, recorded at Official Records Book 2229 Page 2620
- b. Declaration of Restrictions for a Portion of Tract "I" of Waterford, recorded at Official Records Book 2319 Page 1733 (Lots 18-28, 30)
- c. First Amendment to Declarations of Restrictions for a Portion of Tract "I" of Waterford, recorded at Official Records Book 2363 Page 2854 (Lots 1-30)

- d. Declaration of Restrictions for a Portion of Tract "I" of Waterford, recorded at Official Records Book 2597 Page 1074 (Lots 33-45)

3. Tract J

a. Lots 1-17, 58-65

- i. Declaration of Restrictions for a Portion of Tract "J" of Waterford, recorded at Official Records Book 2092 Page 735
- ii. First Amendment to Declarations [*sic*] of Restrictions for a Portion of Tract "J" of Waterford, recorded at Official Records Book 2363 Page 2851

b. Lots 18-57

- i. Declaration of Restrictions for a Portion of Tract "J" of Waterford, recorded at Official Records Book 2128 Page 2302
- ii. First Amendment to Declarations [*sic*] of Restrictions for a Portion of Tract "J" of Waterford, recorded at Official Records Book 2363 Page 2850

4. Tract K and Phases One-A and One-B

a. Lots 1-14, 18-94

- i. Declaration of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2036 Page 1078
- ii. Declaration of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2101 Page 964 (re-recorded)
- iii. Amendment to Declarations [*sic*] of Restrictions for a Portion of Tract "K" of Waterford Phases One A and One B (Lots 1 through 14; 18 through 94), recorded at Official Records Book 2101, Page 973 (Lots 1-14, 18-63)
- iv. Second Amendment to Declarations [*sic*] of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2363, Page 2853

b. Lots 95-118, 159-174

- i. Declaration of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2089 Page 2006
- ii. Declaration of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2106 Page 949 (re-recorded)

iii. First Amendment to Declarations [*sic*] of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2363 Page 2852

c. Lots 119-158, 175-201

i. Declaration of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2126 Page 2274

ii. First Amendment to Declarations [*sic*] of Restrictions for a Portion of Tract "K" of Waterford, recorded at Official Records Book 2363, Page 2855

all of the public records of Sarasota County, Florida, all as amended (collectively "Preserved Documents"). To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Sarasota County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.



**EXHIBIT B**

(See following pages.)

RETURN TO:  
LANDCO DEVELOPMENT CORP.  
100 S. ASHLEY - SUITE 1470  
TAMPA, FLORIDA 33602

117.00  
15.00

MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WATERFORD

889866

THIS DECLARATION, made on the date hereinafter set forth by LANDCO DEVELOPMENT CORPORATION, a Florida corporation ("Landco"), and BRAEWOOD DEVELOPMENT CORP., a Texas corporation ("Braewood"), hereinafter collectively referred to as the "Declarant".

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property in Sarasota County, Florida, described as Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive planned community known as "Waterford" on the Exhibit "A" land, and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW, THEREFORE, the Declarant, together with the parties described on the Joinders attached hereto, if any, hereby declares that the real property described on attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot, Dwelling, Parcel and other portions of the Property in order to maintain within the Property a planned community of high standard and such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Apartment" shall mean and refer to a dwelling unit within a multi-family building under common ownership, the dwelling units of which are leased to their occupants. The term "apartment" shall not refer to any Unit.

Section 2. "Architectural Control Committee" or "Committee" shall mean the committee formed and generally functioning as provided in Article VI, Section 2.

Section 3. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 4. "Association" shall mean and refer to Waterford Master Owners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 5. "Braewood" shall mean Braewood Development Corp" a Texas corporation, Its successors and assigns. It shall not include any person or party who purchased a Lot, Dwelling or Parcel from Braewood Development Corp., however, unless such purchaser is specifically assigned as to such property, by separate recorded instrument, some or all of the rights held by Braewood Development Corp. hereunder, which rights may be assigned in whole or in part and on an exclusive or non-exclusive basis, at its option, except that the approval of Landco shall be

04.2033.192

required for any assignment of rights as described in Section 25 of Article VIII.

**Section 6.** "Board of Directors" shall mean and refer to the Association's Board of Directors.

**Section 7.** "Bylaws" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereof.

**Section 8.** "Commercial Parcel" shall mean and refer to the parcel designated as Tract E in Exhibit "A"; provided, however, if said Tract E is actually developed as residential property, as evidenced by the issuance of a building permit for a residential building or building(s) thereon, then all special provisions regarding and all references to the Commercial Parcel set forth in this Declaration shall be disregarded and of no force or effect, and Tract E shall be treated the same as all other parcels within the property.

**Section 9.** "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Initial Common Area described on Exhibit "S" attached hereto and incorporated herein by reference shall be conveyed to the Association prior to the first conveyance of any Lot, Dwelling or Parcel from either Braewood or Landco.

**Section 10.** "Declarant" shall mean and refer to Landco Development Corporation, a Florida corporation, and Braewood Development Corp., a Texas corporation, and their respective successors and assigns.

**Section 11.** "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Waterford, and any amendments or modifications hereof hereafter made from time to time.

**Section 12.** "Dwelling" shall mean and refer to each and every residential dwelling unit constructed on the Property, together with the lot on which it is constructed or interest in the common elements or areas appurtenant to it, as applicable, including but not limited to all detached homes and each dwelling unit within a duplex, quadruplex, or other multi-family building, whether rental apartment, condominium or otherwise.

**Section 13.** "FHA" shall mean and refer to the Federal Housing Administration.

**Section 14.** "Landco" shall mean and refer to Landco Development Corporation, a Florida corporation, its successors and assigns, including, without limitation, any successor by virtue of a foreclosure of Landco's interest in the Property. It shall not include any person or party who purchased a Lot, Dwelling or Parcel from Landco Development Corporation, however, unless such purchaser is specifically assigned as to such property, by separate recorded instrument, some or all of the rights held by Landco Development Corporation hereunder, which rights may be assigned in whole or in part and on an exclusive or non-exclusive basis, at its option.

**Section 15.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property or any part thereof creating: (i) single family homesites; or (ii) single family attached dwelling units with separate units subject to separate ownership, including certain common facilities (other than the Common Area) with attached dwelling units of the same type, but shall not refer to any Unit as herein defined; with the exception of the Common Area and areas deeded to a governmental authority or utility, together with all improvements thereon.

**Section 16.** "Master Plan" shall mean and refer to the Master Development Plan for Waterford on file with and approved by the city of Venice, Florida, as the same may be amended or modified from time to time.

**Section 17.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Dwelling or Parcel which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Braewood and Landco for so long as Braewood and Landco shall hold title to any Lot, Dwelling or Parcel, provided that the rights of Braewood and Landco hereunder shall take precedence over any restrictions imposed hereunder upon Owners.

**Section 18.** "Parcel" shall mean and refer to any part of the Property other than the Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat creating individual homesites has been filed of record or for which a declaration of condominium has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lot or Units, as appropriate.

**Section 19.** "Property" shall mean and refer to that certain real property described on attached Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

**Section 20.** "Tract G" shall mean and refer to the property subject to that certain Golf Course Lease between Landco and Capri Isles Golf, Inc., dated June 2, 1987, amended June 22, 1987, a Memorandum of which is recorded in O.R. Book 1956, at Page 1605, Public Records of Sarasota County, Florida.

**Section 21.** "Unit" shall mean and refer to a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1985), pursuant to a recorded declaration of condominium, whether or not it is occupied by the Owner thereof or used as a rental property.

**Section 22.** "VA" shall mean and refer to the Veterans Administration.

**ARTICLE II**

**PURPOSE**

**Section 1. Operation, Maintenance and Repair of Common Area.** The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to assure such maintenance by whatever reasonable means are available, including without limitation the following: to operate, maintain and repair the Common Area, and any improvements thereon, including without limitation the private roads owned by the Association; to maintain the decorative entranceways to the Property and landscaped medians of publicly dedicated arterial and collector streets (other than internal subdivision streets not owned by the Association) within the Property; to maintain and repair the exterior surface of certain walls bordering the arterial and collector streets as hereafter described; to maintain and repair any irrigation facilities servicing land which the Association is obligated to

maintain; to maintain and repair the clubhouse, pool, tennis courts, recreation area, jogging trails, gate house(s), and fountains, if any, in the common areas; to provide and pay for security guards, patrols, guardhouse, gates and such other security measures, if any, as may be installed by Landco or approved from time to time by a majority of each class of members of the Association; to pay for the costs of street lighting for Common Areas (unless paid for as a consequence of its inclusion in a special street lighting district), publicly dedicated arterial and collector streets (other than internal subdivision streets not owned by the Association) within the Property, or other areas designated by the Board of Directors; and to take such other action as the Association is authorized to take with regard to the Property pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

**Section 2. Expansion of Common Area.** Additional lands within the Property may be deeded to the Association and thus become part of the Common Area. Declarant shall not be obligated, however, to make any such additions.

**Section 3. Boundary Walls.** The Declarant may construct a border wall along all or part of some or all of the arterial and collector streets within the Property or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Area or the Lots, Parcels or other land adjacent to such rights of way. Whether or not located on Common Area, the Association shall maintain and repair, at its expense, such Boundary Walls along public roads or roads owned by the Association, except for the interior surface facing away from the street; the maintenance, repairs and replacement of the interior surface facing away from the street shall be the obligation of, and shall be undertaken by, the respective owners of land abutting the rights of way along which such Boundary Walls are constructed as to such portion thereof as actually abuts the land each owns. If such abutting land is condominium property, is owned by any homeowners' association or is owned by the Association, the maintenance obligation shall be that of the condominium association for such condominium, or such other homeowners' association, or the Association, respectively. The obligation of any such Owner or association shall not be affected by the fact that such Boundary Wall is only partially on the Owner's or association's land, rather than completely.

**Section 4. Easements.** Easements are hereby established upon the lands under and adjacent to either side of a Boundary Wall for erection and maintenance of the Boundary Wall and lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed or reconstructed.

**Section 5. Retention Ponds.** The banks of all retention ponds within the Common Area shall initially be seeded and mulched by Landco prior to the conveyance of such Common Area to the Association. Any reseeded required thereafter shall be the obligation of the Association. The right and appropriate easements to mow the pond banks may be granted by the Declarant, without joinder of any other person, to owners of Lots adjacent to such banks.

**Section 6. Irrigation.** Landco may, but shall not be obligated to, install irrigation and sprinkling equipment on the Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate replace and repair such irrigation and sprinkling equipment, wherever located, at its own expense.

**Section 7. Private Roads.** All private interior subdivision roads and streets not maintained by the Association shall be maintained by the condominium or homeowners association.

O.R. 2033 P. 1922

..charged with maintenance of same, in good condition and repair, on even grade with the arterial and collector streets to which they connect.

**Section 8. Damage; Insurance.** In the event a dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements within the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner or Association, as the case may be, shall repair and/or replace such improvements in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the Plans (a" defined in Article VII, Section 1) for such improvements as originally constructed or with new Plans approved by the Architectural Control Committee. Insurance shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Area a. a common expense of all Owners. Each Owner shall at all times maintain, for each portion of the property owned, adequate casualty insurance to provide for complete reconstruction of all improvements on such portion of the Property after casualty, and liability insurance coverage in such amounts as may be reasonably required by the Association from time to time. Upon request, each Owner shall have the Association named as an additional insured a. to liability insurance obtained by the Owner, and shall provide the Association with evidence of the insurance required hereunder, and each renewal of same. Upon any Owner's failure to obtain the required insurance, the Association may, after three (3) days written notice, procure the required insurance, and the cost thereof shall be due and payable from the defaulting Owner upon demand. Further, each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, including without limitation costs of repairs or replacements incurred by the Association, caused by Owner, such Owner's family, invitees, lessees, or contract purchasers. The cost of any sums due from an Owner under the two preceding sentences shall bear interest from the date of demand therefor and shall be secured by a lien on such Owner's portion of Property as provided in Article VI, Sections 10, 11 and 12. the

**ARTICLE III**

**PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions of the Property, for the benefit of all Owners, tenants and residents of the Property, and their invitees and licensees, as appropriate, subject to the following rights, all of which are hereby reserved:

- 1a) The right of the Association and its Board of Directors from time to time to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;
- 1b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;
- 1c) The right of the Association, Landco or Braewood to restrict access to certain portions of the Property by erecting security gates over roads within the Common Area, provided that

all Owners and residents of the portion of the Property shall be entitled to key cards or such other measures as may be required to permit them access to the portion of the Property owned by them, and provided that access to any portion of the Property which is then or later under construction is available to construction vehicles;

(d) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot, Dwelling or Par"l remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless the Class B member alone or two-thirds (2/3) of each class of members shall agree to such dedication or transfer by vote or in writing;

(f) The right of the Association to grant easements as to the Common Area or any part thereof;

(g) The right of Landco or Braewood, or both, until termination of Class B membership, to dedicate or grant easements and rights-of-way within the Property without the joinder of any other person or entity, provided such easements or rights-of-way shall not materially impair the utility or value of any Owner's land unless such Owner shall consent thereto in writing; loss of use of an easement or right-of-way area shall not of itself be a material impairment if the balance of the Owner's land is not significantly devalued. Each Owner other than Landco and Braewood hereby appoints Landco and Braewood, severally, its attorney-in-fact, coupled with an interest, to execute any easement which encumbers its land, and the signature of such Owner shall not be required to create an easement as described in this subsection (g);

(h) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part of the Property, and the Articles of Incorporation and Bylaws of the Association;

(i) Any right of the City of Venice, Florida, upon the failure of the Association to do so, to maintain such portions of the Common Area as are designated on any plat as being for drainage purposes, and to record a lien against such portions of the Common Area to secure payment by the Association for the cost of such maintenance; and

(j) The right of the Association to otherwise deal with the Common Area as provided herein and in its Articles and Bylaws.

**Section 2. Access to Recreational Facilities.** Notwithstanding Section 1 above, the Owners and occupants of the Commercial Parcel and Tract "G" shall not have access to or use of the pool, clubhouse, tennis courts or any other recreational facilities (if any) hereafter provided within the Common Area, other than jogging trails (if any), by virtue of such ownership; this provision shall not preclude use of the recreational facilities if the Owner of the Commercial Parcel or Tract "G" is entitled to such use by virtue of owning a Lot, Dwelling or Parcel other than the Commercial Parcel or Tract "G." Notwithstanding anything else in this Section 2, the Owners and occupants of Tract "G" shall be entitled to use parking areas within the Common Area.

**Section 3. Delegation of Use.** The Common Area shall be for the use and benefit of the Owners and authorized residents of

0.1. 2033 PG 1927

the Property, collectively, for any proper purpose. Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment of the Common Area to his tenants or contract purchasers who reside on the Property, but shall not thereafter be permitted to use the Common Area for so long as such right to enjoyment is delegated. The Common Area shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to the Association for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be a lien against such Owner's Dwelling, Lot or Parcel, as provided in Article VI, Sections 10 and 12 below.

**Section 4. Rules and Regulations.** No Owner or other permitted user shall violate the reasonable rules and regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

**Section 5. Title to Common Area.** Landco shall convey title to any Common Area to the Association subject to such easements, reservations, conditions and restrictions as may then be of record, but free and clear of mortgage liens.

**Section 6. Easements for Utilities and Drainage.** Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include, without limitation, the right of reasonable access over any portion of the Property to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved in favor of all providers of utilities for the Property, including Without limitation Florida Power and Light Company, over all portions of the Property, for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed without the approval of Landco or the Architectural Control Committee, or installed within a Lot, Dwelling or Parcel so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its rights hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or materially interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot, Dwelling or Parcel subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the portion of the Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of the Common Area, the easement areas of each Lot, Dwelling or Parcel and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the

04-23-2013 10:15:28



Owner of the Lot, Dwelling or Parcel, except for those improvements for which a public authority or utility company is responsible; if the land is condominium property or owned by a homeowners' association, the maintenance obligation shall be that of the condominium association for such condominium or such homeowners' association. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, Dwelling or Parcel unless the Owner thereof shall consent to such alteration.

**Section 7. Declarant and Association Easement.** In addition to the aforementioned easements, Declarant reserves for itself, the Association, the Architectural Control Committee, and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Common Area and each Lot, Dwelling or Parcel, and the right to enter upon the Common Area and each Lot, Dwelling or Parcel, for the purpose of exercising their respective rights and obligations under this Declaration, including without limitation inspection and maintenance of the Common Area and any Dwellings, as permitted hereunder. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

**Section 8. Easement to Retrieve Golf Balls.** An easement is hereby granted over the lawn and yard area of each Lot, and any commonly owned areas of a condominium or other development, and any portion of the Common Area, which is adjacent to the golf course on Tract "G", in favor of all golf club members, guests and invitees playing golf ("Golfers") for the sole purpose of retrieving errant golf balls. Entry upon the Lot or other area shall be solely on foot and not by golf cart. This easement shall not permit entry into any residence, garage or enclosed patio or pool area. This easement shall not exempt any Golfer from responsibility for damage caused by an errant golf ball nor damage caused in the retrieval of same.

**ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner of " Lot, Dwelling or Parcel which is subject to assessment shall be a member of the Association, subject to and bound by the Articles, Bylaws, rules and regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Dwelling or Parcel is owned of record by two or more persons or other legal entities, all such persons or entities shall be members, but there shall be only one (1) voting member, as described in Section 2 below. An Owner of more than one Lot, Dwelling or Parcel shall be entitled to one membership for each Lot, Dwelling or Parcel Owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Dwelling or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Dwelling or Parcel. Landco and Braewood, respectively, shall each be a member also so long as it owns one or more Lots, Dwellings or parcels.

**Section 2. Voting Rights.** The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more

than one person or entity holds an interest in any Lot, Dwelling or Parcel, the votes for such Lot, Dwelling or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Dwelling or Parcel, nor shall any split vote be permitted with respect to such Lot, Dwelling or Parcel. Instead, multiple Owners of a Lot, Dwelling or Parcel shall designate from time to time one (1) person to be the voting member of the Association entitled to cast all votes allocated to such Lot, Dwelling or Parcel. A certificate designating such voting member signed by all Owners of the Lot, Dwelling or Parcel in question shall be filed with the Association, and if no such certificate is filed, no votes shall be cast or counted with respect to such Lot, Dwelling or Parcel until such a certificate has been filed. Such certificate may be revoked or superseded by a later certificate, signed by all Owners of the Lot, Dwelling or Parcel, designating a new voting member for such Lot, Dwelling or Parcel. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be all Owners of Lots, Dwellings and Parcels subject to assessment; provided, however, so long as there is Class B membership, the Class B member from time to time shall not be a Class A member. All Lots, Dwellings and Parcels owned by a Class A member shall be Class A Lots, Dwellings and Parcels. The voting rights appurtenant to Class A Lots, Dwellings and Parcels shall be as follows:

(i) Lots and Units. Owners of Class A Lots and Units shall be entitled to two (2) votes for each Lot and Unit owned.

(ii) Parcels. The Owners of Class A Parcels shall be entitled to eight (8) votes per acre of land within each Parcel owned. If a Parcel is developed as Units or Lots, then in accordance with Article I, Section 18 hereof, any portions so developed shall cease being a Parcel or part thereof, and shall be Lots or Units, as appropriate, and the Owner thereof shall be entitled to votes as provided in Section 2(a)(i) of this Article IV. The Owner of a Class A Parcel on which construction of Apartments has commenced shall be entitled to one (1) vote for each Apartment contained or to be contained within the building or buildings to be constructed on the Parcel, whether or not such Apartment is then completed or occupied. In the event the use of any Class A Parcel as developed shall differ from its use as designated on the Master Plan, the actual use shall determine the voting rights of the Owner thereof. The Commercial Parcel shall have the voting rights set forth in subsection (e) of this Section 2.

(iii) Tract "G". The Owners of Tract "G" shall be entitled to sixty (60) votes; voting rights for Tract "G" shall be restricted as provided for the Commercial Parcel in section 2(e) of this Article.

(b) Class B. The Class B member shall be Landco until the time provided in subsection (c) below, and thereafter shall be Braewood until the time provided in subsection (d) below. While Landco is the Class B member, Class B Lots, Dwellings and Parcels shall be all Lots, Dwellings and Parcels owned by Landco which have not been converted to Class A as provided below. While Braewood is the Class B member, all of the Property owned by Braewood shall be treated as Parcels regardless of whether it is subdivided or developed. The voting rights appurtenant to the Class B Lots, Dwellings and Parcels shall be as follows:

(i) Lots and Units. Landco shall be entitled to eighteen (18) votes for each Class B Lot and Unit owned.

(ii) Parcels. The Class B member from time to time shall be entitled to ninety (90) votes per acre for each Class A Parcel. Upon development of any Parcel owned by Landco,

the use thereof shall determine the voting rights of Landco in accordance with Section 2(b)(i) of this Article IV. Landco shall be entitled to nine (9) votes for each Class B Apartment contained or to be contained within building(s) to be constructed on any Parcel owned by Landco, whether or not such Apartment is then completed or occupied. The actual use of a Class B Parcel shall determine its voting rights, regardless of the use designated on the Master Plan, as stated in Section 2(a)(ii) of this Article IV, but while Braewood is the Class B member, all of the Property owned by Braewood shall be treated as Parcels regardless of its development or u." and Braewood shall be entitled to ninety (90) votes per acre within each such Parcel.

(c) Termination of Landco's Class B Membership. Landco's Class B membership may cease and be converted to Class A membership, and any Class B Lots, Dwellings and Parcels then owned by Landco shall become Class A Lots, Dwellings and Parcels, upon the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(ii) On June 1, 1998; or

(iii) When Landco waives in writing its right to Class B membership.

(d) Creation and Termination of Braewood's Class B Membership. Upon the cessation of Landco's Class B membership as provided in subsection (c) above, Braewood shall automatically become the Class B member and any portion of the Property then owned by Braewood shall become Class B Parcels until the happening of any of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

(ii) On June 1, 1998; or

(iii) When Braewood waives in writing its right to Class B membership.

(e) Commercial Parcel. The Owner(s) of the Commercial Parcel shall be entitled to eight (8) votes per acre of land within the Commercial Parcel, whether it is developed or undeveloped. Such votes may be allocated by the Owner(s) of the Commercial Parcel, if it is divided, in such manner as such Owner(s) shall select, provided that the allocation method is described in a recorded instrument and a copy thereof is provided to the Association, which method must be clear enough so that the Association can determine who is entitled to exercise the voting rights allocated to the Commercial Parcel as a whole; if it is not clear, the votes allocated to the Commercial Parcel shall be disregarded. Because the Owner(s) and occupants of the Commercial Parcel are not entitled to the use and enjoyment of certain recreational facilities, as provided in Article III, Section 2, the Owner(s) of the Commercial Parcel shall have no voting rights with regard to decisions involving those recreational facilities. This provision shall not restrict the right of the Owner(s) of the Commercial Parcel to vote on assessments where permitted or required, except as to special assessments on which such Owner(s) have no voting rights as provided in Section 4 of Article VI.

(f) Computation. Where votes of a Class A or Class B member are determined to be created in . . .

O.R. 2033 P. 1921

be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel on the Master Plan shall contain 24.3 acres, the Class II Owner shall be entitled to 194.4 votes ( $24.3 \times 9 = 194.4$ , rounded to 194). If any computation yields a number ending in ".5," the number shall be rounded down to the nearest whole number. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the Bylaws.

#### ARTICLE V

#### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article XI hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration, maintenance and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. Without limiting the generality of the foregoing, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration, and may employ security personnel for the Property. The Association may arrange with others to furnish common services to each Lot, Dwelling or Parcel.

Section 3. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties, and shall be terminable without cause within one hundred twenty (120) days after termination of Class B membership.

Section 4. Personal Property for Common Use: Improvements to Common Area. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws. Improvements to the Common Area may be made from time to time by the Association, through its Board of Directors, provided that any special assessments required to pay for same in excess of One Thousand Dollars (\$1,000.00) total shall be approved as provided in Article VI, Section 4.

Section 5. Insurance. The Association at all times shall procure and maintain adequate policies of public liability, and other insurance as it deems advisable or necessary. The Association may, if the Board of Directors elects, cause all persons responsible for collecting and disbursing Association

moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 6. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law, and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein, or reasonably necessary to effectuate the exercise of any rights or privileges granted herein or therein.

#### ARTICLE VI

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot, Dwelling and Parcel within the Property, hereby covenants, and each Owner of any Lot, Dwelling or Parcel by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments or charges against a particular Lot, Dwelling or Parcel as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, provided, however, that the lien therefor shall remain valid and in full force and effect.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of the Common Area, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area (if any); the procurement and maintenance of bonds and insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by this Declaration or the Association; the maintenance, repair and replacement of Boundary Walls required or permitted to be maintained by the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; the maintenance of reasonable reserves; and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Dwelling or Parcel to an Owner, the maximum annual assessment per Class A Lot or Unit shall be Four Hundred Dollars (\$400.00). The maximum annual assessment for Class A Parcels shall be determined in the manner set forth in Section 6 of this Article.

(a) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot,

Dwelling or Parcel to an Owner, the maximum annual assessment for Class A Lots, Dwellings and Parcels as stated above may be increased each year to reflect the greater of (i) the increase, if any, in the Consumer Price Index for All Urban Consumers, All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor for the area including or nearest to Tampa, Florida ("CPI Increase") or (ii) an increase equal to fifteen percent (15%) of the prior year's maximum annual assessment. The CPI Increase shall be determined by multiplying the maximum annual assessment then in effect by the Consumer Price Index for the most recent month for which figures are available and dividing the product by the Consumer Price Index for the same month of the preceding calendar year. If publication of the Consumer Price Index should be discontinued, the Association shall use the most nearly comparable index, as determined and selected by the Board of Directors.

(b) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot, Dwelling or Parcel to an Owner, the maximum annual assessment may be increased above the increase permitted by Section 3(a) above, by a majority vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment for Class A Lots, Dwellings and Parcels at an amount not in excess of the maximum annual assessment rate established therefor in the preceding subsections and in Section 6 of this Article.

Section 4. Special Assessments for Capital Improvements.  
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment in excess of One Thousand Dollars (\$1,000.00) total shall be approved by a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. If an assessment is proposed to finance an improvement, repair or replacement of or any additions to the recreational facilities described in Section 2 of Article III as to which the Owners of the Commercial Parcel and Tract "G" have no voting rights, said Owners shall not be obligated to pay any portion of such an assessment by virtue of their ownership of the Commercial Parcel or Tract "G".

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members entitled to vote at such meeting not less than ten (10) days nor more than twenty (20) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership entitled to be cast on the issue shall constitute a quorum. If the required quorum is not present, another meeting may be called without any additional formal notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast thirty-three percent (33%) of all the vote of each class of membership entitled to be cast on the issue. If the required quorum is again not present, another meeting may be called upon at least ten (10) days' written notice, at which meeting there shall be no quorum requirement and those present in person or by proxy shall be entitled to decide the issue. This provision is included to insure the ability of the Association to act despite non-participation by its members, and shall not be subject to attack on due process or other grounds. No such subsequent

meeting(s) shall be held more than sixty (60) days following the preceding meeting(s)

**Section 6. Assessment Rate.** Subject to the maximums set forth in Section 3 of this Article, annual assessments for Class A Lots, Dwellings and Parcels shall be determined by the Board of Directors prior to January 1 of each year by first determining the sum to be assessed to each Class A Lot and Unit, and making adjustments for Class A Parcels as follows:

(a) **Class A Parcels.** Each Class A Parcel shall be assessed at a rate per acre equal to 400 percent (400%) of the sum assessed for a Class A Lot or Unit.

(b) **Apartments.** If by November 1 of the year preceding any assessment year, construction of Apartments shall have commenced on a Class A Parcel whether designated for Apartments or otherwise, whether or not completed, occupied or ready for occupancy, the Parcel, or part thereof, developed or to be so developed shall not be assessed as provided in Article VI, Section 5(a) above, but instead shall be assessed at the rate of fifty percent (50%) of the sum assessed to a Class A Lot for each Apartment for which the Owner shall be entitled to vote as provided in Article IV, Section 2 hereof.

(c) **Commercial Parcel.** The Commercial Parcel shall be assessed at a rate per acre equal to one hundred percent (100%) of the sum assessed for a Class A Lot.

(d) **Tract "G".** Tract "G" shall be assessed as if it were sixty (60) Lots.

(e) **Computation.** Where assessments of a Class A or Class B Parcel are determined by the acreage in the Parcel, the assessments shall be calculated by multiplying the acreage of the Parcel by the amount of assessments per acre, and rounding to the nearest whole number. For example, if a Class A Parcel on the Master Plan shall contain 4.3 acres and the assessment for Class A Lots is \$400 per Lot, the Class A Owner shall be obligated for assessments of \$6,980 ( $\$400 \times 400\% \times 4.3$ ). Acreage shall be as determined in good faith by the Secretary of the Association as provided in the Bylaws.

**Section 7. Landco's Assessment.** Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, Landco shall not be obligated for, nor subject to, any annual assessment for any Lot, Dwelling or Parcel which it may own (including, as long as applicable, Tract "G" and the Commercial Parcel), provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum assessment permitted without a vote of the Owners by Section 3 of this Article; and (ii) Landco shall be responsible for paying the difference between the Association's expenses of operation to be funded by annual assessments and the amount received from Owners, other than Landco, in payment of the annual assessments levied against their respective Class A Lots, Dwellings and Parcels. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. Landco may at any time give at least thirty (30) days' written notice to the Association and thereby terminate effective as of the expiration of said 30-day period its responsibility for the Deficiency, and waive its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, Dwelling or Parcel owned by Landco shall thereafter be assessed at one hundred percent (100%) of the annual assessment established for Lots, Dwellings and Parcels (excluding Tract "G" and the Commercial Parcel) owned by Class A members other than Landco. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon

transfer of title of a Lot, Dwelling or Parcel owned by Landco, the Lot, Dwelling or Parcel shall be assessed in the amount established for Lots, Dwellings or Parcels owned by Owners other than Landco, prorated as of and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Dwellings or Parcels as to which Landco holds an interest only as mortgagee or contract seller shall be assessed at the same amount as Lots, Dwellings or Parcels owned by Owners other than Landco, prorated as of and commencing with the month following the sale by Landco of the Lot, Dwelling, or Parcel or the contract purchaser's entry into possession, as the case may be.

**Section 8. Exemption from Assessments.** The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, or any property owned by a public or private utility company or public or governmental body or agency. Further, no Parcel shall be assessed and each Parcel shall be exempt from assessments until water and sewer services are available to serve that Parcel at the boundary of such Parcel. Finally, Braewood shall be exempt from assessments for each portion of the Property owned by Braewood until the first to occur of the following events "s to such portion of the Property:

(a) July 1, 1992, after which time Braewood shall be assessed in the same manner as Owners other than Braewood and Landco;

(b) Sale by Braewood of any portion of the Property to any third party, upon which such portion shall be assessed in the same manner as all other portions of the Property owned by Owners other than Braewood and Landco; or

(c) Development by Braewood of any portion of the Property which it owns, as evidenced by the issuance of a building permit for such portion of the Property, upon which such portion (but not any remaining Property owned by Braewood) shall be assessed in the same manner as portions of the Property owned by Owners other than Braewood and Landco.

**Section 9. Date of Commencement of Annual Assessments; Due Dates.** Subject to Article VI, Sections 7 and 8 above, the annual assessments provided for herein shall commence as to all Class A Lots, Dwellings and Parcels subject thereto on the first day of the month following the conveyance of the initial Common Area to the Association. The first annual assessment thereafter shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, Dwelling or Parcel in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, annual assessments shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Dwelling or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Dwelling or Parcel shall be binding upon the Association as of the date of its issuance.

**Section 10. Lien for Assessments; Remedies of the Association.** All sums assessed to any Lot, Dwelling or Parcel pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees whether or not suit is filed, shall be secured by a continuing lien on such Lot, Dwelling or Parcel in favor of the



Association or any other party in whose favor the lien is granted under this Declaration. The Association or other party in whose favor the lien is granted may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, Dwelling or Parcel. No Owner may waive or otherwise escape liability for the assessments or other charges provided for herein by non-use of the Common Area, or abandonment of his Lot, Dwelling or Parcel.

**Section 11. Interest on Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum contract rate of interest permitted by law.

**Section 12. Foreclosure.** The lien for sums assessed or any sums due by Owner pursuant to this Declaration may be enforced by judicial foreclosure by the Association or other party in whose favor the lien is granted in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of collection and foreclosure, including reasonable attorney's fees whether or not suit is filed. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any assessments against the Lot, Dwelling or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association or other party in whose favor the lien is granted shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Dwelling or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

**Section 13. Homestead.** By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Dwelling or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

**Section 14. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recording of a claim of lien against the portion of the Property encumbered by such mortgage. The sale or transfer of any Lot, Dwelling or Parcel pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Dwelling or Parcel from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any first mortgagee of a Lot, Dwelling or Parcel any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot, Dwelling or Parcel; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot, Dwelling or Parcel encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any first mortgagee holding a lien on a Lot, Dwelling or Parcel may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

Section 15. Special Assessment for Maintenance Obligations of Owners and Others. In the event an Owner or other entity obligated to maintain, replace or repair a Boundary Wall or a private road or drive, or portion thereof, pursuant to Article II, Section 3 or Section 1 hereof, shall fail to do so, the Association, upon ten (10) dayB prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against the portion of the Property owned or maintained by the defaulting Owner or other entity, which assessment, together with interest at the maximum contract rate permitted by law from (5) days after the date of demand for payment, shall be secured by the lien against such portion of the Property as set forth in Article VI, Sections 10 and 12 above.

Section 16. Utilities, Equipment and Fixtures. All fixtures and equipment installed within a Lot or Dwelling and all fixtures and equipment serving only one Dwelling, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures are installed to serve more than one Lot or Dwelling but are not part of the general distribution system serving a large number of Lots or Dwellings, the expense of maintaining and repairing same shall be shared equally by the Owners of the Lots or Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot or Dwelling, the cost of clearing such blockage shall be assessed against the Owner deemed responsible by the Board of Directors, and if it cannot be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots or Dwellings served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. Any cost assessed against an Owner pursuant to this Section 16, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be a lien upon such Owner's Dwelling pursuant to Article VI, Sections 10 and 12 above.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

Section 1. Architectural Control. No Dwelling, building, wall, fence, pavement, swimming pool or other structure or improvement of any nature shall be erected, placed or altered on or removed from any portion of the Property until the construction plans and specifications, plot plan, tree survey or map showing all existing trees and those trees intended to be removed, and landscaping, drainage and irrigation plans (collectively "Plans") showing the location of all structures and improvements shall have been approved in writing by the Architectural Control Committee. The Committee shall issue a permit evidencing its approval of Plans, which permit shall be posted for inspection by the Owner or the Owner's agent at the site of the improvements to which the permit relates in the same manner as a building permit. Each structure or improvement of any nature shall be erected, placed, altered or removed only in accordance with the Plans so approved. Refusal of approval of Plans may be based on any grounds, including purely aesthetic.

grounds, which in the reasonable discretion of the Committee seem sufficient. The Committee may condition its approval on such matters as it may deem appropriate, such as (but not limited to) replacement of trees removed with trees of a certain size or type. Without limiting the foregoing, any change in the exterior appearance of any Dwelling, building, wall, fence, pavement, swimming pool, other structure or improvement, any material change in landscaping, and any change in the finished ground elevation, shall be a change requiring approval under this Section 1 of Article VII. Plans shall be submitted to the Committee for approval along with a review fee of \$100 payable to the Association for each Lot, Dwelling or Parcel proposed to be developed in accordance with such Plans. In the event the Committee shall fail to approve or disapprove any Plano within thirty (30) days of submission, evidenced by a written acknowledgment of receipt, approval of such Plans shall be deemed given.

**Section 2. Powers and Composition of Committee.** The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provision and intent of this Declaration. The Architectural Control Committee shall be composed of such persons, but not less than three (3), as may be appointed from time to time by the majority vote of the Board of Directors, which shall have the absolute power to remove any member from the Committee. In the absence of specific appointment, the Board of Directors shall serve as the Architectural Control Committee. A majority of the Committee may take any action the Committee is empowered to take, and may designate a representative or agent to act for the Committee. In the event of death, removal or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor until such time as the Board shall appoint an alternative successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant unless the Board of Directors shall elect to give compensation out of fees received for review of Plans. So long as Landco or Braewood is a Class B member of the Association, any and all actions of the Architectural Control Committee must also have the written approval of the Class B member, unless such approval is waived in writing by the Class B member or its authorized representative.

**Section 3. Liability of Architectural Control Committee.** The Architectural Control Committee and each of its members from time to time shall not be liable in damages to anyone submitting any Plano for approval or to any Owner by reason of mistake in judgment, negligence or non-feasance of the Committee, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. The committee shall not be responsible for the compliance of any Plans with applicable governmental rules and regulations. Anyone submitting any Plans to the Architectural Control Committee for approval, by the submitting of such Plans, and any Owner by acquiring title to any Lot, Dwelling or Parcel, agrees that such person shall not bring any action or claim for any such damages against the Architectural Control Committee, its members, agents or employees.

**ARTICLE VIII**

**GENERAL USE RESTRICTIONS**

**Section 1. Restrictions.** Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulation and this Declaration.

**section 2. Construction.** All construction commenced at any place within the Property shall be completed within twelve (12) months of commencement, regardless of the type or size of

building or project under construction. This deadline may only be waived by the written agreement of the Architectural Control Committee.

**Section 3. Height Limitation.** No single family structure may exceed two stories and no multi-family structure may exceed four stories, including parking levels. No structure erected on the Commercial Parcel or on the Common Area shall exceed two stories.

**Section 4. Area Restrictions.** The combined area of all structures on a single Lot or Parcel, including roofed porches, garages, and other buildings, but not including unroofed patios, lanais or terraces, may not exceed seventy percent (70%) of the total Lot or Parcel area.

**Section 5. Commercial Uses and Nuisances.** Except as provided in section 25, no trade, business, profession, service, repair or maintenance operation or other type of commercial activity shall be carried on upon any portion of the Property other than the Commercial Parcel and Tract "C", except that real estate brokers, Owners and their agents may show Dwellings within the Property for sale or lease. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the other residents of the Property. No Owner shall make any use of the Common Area that will increase the cost of insurance above that required when the Common Area is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of the Association. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with rules and regulations promulgated from time to time by the Association, and except for personal property owned by the Association.

**Section 6. Irrigation.** Underground irrigation systems shall be installed on each landscaped portion of the Property no later than the time of issuance of a Certificate of Occupancy for any Dwelling within or served by the landscaped area in question. Without limiting the generality of the foregoing, each Owner of a Lot shall install a sprinkler system within such Lot prior to completion of a Dwelling on such Lot.

**Section 7. Sidewalks; Curbs.** Sidewalks shall be installed in all neighborhoods where required by the building code requirements of the City of Venice, at the expense of the Owner of the portion of the Property where such sidewalk is required. No Owner shall paint or otherwise deface the sidewalk, curb or any other part of the Common Area.

**Section 8. Modular and Temporary Structures and Use.** Except as permitted under Section 25 of this Article, no modular or manufactured home or structure of a temporary character, including but not limited to, trailer, shed, tent, shack, garage, barn or other building, shall be moved to, erected or used on any portion of the Property at any time for a residence, workshop, office, or storage room, either permanently or temporarily. It is prohibited to be domiciled in a mobile home, travel trailer, recreational vehicle or camping trailer on the Property.

**Section 9. View Obstructions.** Landco or Braewood shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any portion of the Property, if the location of the same will, in the reasonable judgment of Landco or Braewood, obstruct the vision of a motorist upon any of the private access streets.

**Section 10. Vehicular Parking.** No vehicles of any kind and no boats may be kept or parked on the Property except within garages, designated parking spaces or driveways. Overnight on-street parking is not permitted.

**Section 11. Animals.** No animals shall be kept or allowed to remain on the Property for commercial purposes, including without limitation breeding purposes. Notwithstanding the preceding terms of this Section 11, a pet shop shall be permitted on the Commercial Parcel provided that there shall be no outdoor kennels associated therewith. All dogs shall be kept on a leash while outside of the owner's Lot or Dwelling, and shall be under the control of the owner at all times. Any animal which becomes a nuisance to or creates a disturbance for any other resident of the Property or their licensees or invitees may be ordered to be removed from the Property by the Board of Directors of the Association after reasonable notice to the owner of the animal and a hearing on the issue before the Board.

**Section 12. Gas tanks; Water Softeners.** No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings or any ancillary building, and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative enclosure or other shielding approved by the Architectural Control Committee. Provided the design, construction and installation location shall have first been approved by the Architectural Control Committee, which approval may be conditioned upon adequate enclosure or other shielding, Owners may have water softener units installed.

**Section 13. Mailboxes; Post Lights; Identification Signs; Awnings.** No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material, no post light, no identification sign displaying names, numbers or the like, and no awning shall be erected or located within the Property unless and until the size, location, design and type of material for same shall have been approved by the Architectural Control Committee. The Architectural Control Committee may promulgate guidelines and/or specifications with which all such items shall conform.

**Section 14. Garbage/Trash Collection; Mowing.** No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any land or lands contiguous thereto. All trash, garbage, and other refuse shall be stored in containers inside a garage or underground. Landco reserves the exclusive right to contract for, designate, and control the collection of garbage and trash and may provide one or more sanitary filled areas which shall be the locations permitted for the discard, storage, or disposal of garbage and waste. All Owners, their successors and assigns may be billed a reasonable trash and garbage collection fee. Any Owner who allows a Lot or Parcel, or any condominium or other homeowners' association which allows the common areas it is supposed to maintain, to become overgrown, or permits garbage or trash to collect so as to cause unsightliness, or a fire, mosquito, rat or vermin hazard, shall by this covenant permit such portion of the Property to be mowed, ditched, graded or cleaned by the Association, and reasonable costs shall be assessed, after written notice that such conditions exist and failure to remedy the conditions, and such costs shall be payable by such Owner or association. Such costs, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be secured by a lien against the portion of the Property owned by such Owner or managed by such association, as described in Sections 10 and 12 of Article VI. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by Declarant or Landco.

**Section 15. Clothes Hanging; Antennas.** Clothes hanging devices exterior to a Dwelling shall not be permitted. No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property.

**Section 16. Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

**Section 17. Signs.** No signs shall be displayed within the Property with the exception of a maximum of one "For Sale," "For Rent" and/or "Open for Inspection" sign upon each Lot or Parcel, not exceeding 6" x 8" in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. No portion of such sign may be erected closer than twelve (12) feet to any adjoining property line. Signs may be illuminated by reflection from a light source only (rotating, blinking, flashing, and other lights on the sign are prohibited), and such light source shall not in any way reflect light into any adjoining portion of the Property or street rights-of-way. Notwithstanding anything to the contrary herein, Braewood, Landco, and their assigns, to whom such rights may be assigned on an unlimited and non-exclusive basis, may maintain signs of any type and size and for any purpose within the Property, including without limitation advertising signs which may be erected by builders and lenders during the period of construction on any portion of the Property. Further, notwithstanding anything to the contrary herein, the Owner of the Commercial Parcel shall be entitled to erect signs in accordance with the codes of the City of Venice and subject to the approval of the Architectural Control Committee as to design, materials, size and all other aspects. None of the preceding prohibitions against signage shall prevent the erection of street signs and traffic signs within the Property by the Declarant or the City of Venice.

D.M. 2003 P. 1942

**Section 18. Obstructions; Fences.** No obstructions such as gates, fences, or hedges shall be placed on the Property so as to prevent access to or use of any of the easements described herein. Any fence, wall or privacy structure within an easement area may be dismantled by Landco or Braewood, the Association, utility providers or others entitled to use of the easement, at the Owner's expense, for maintenance, erection or replacement of utility facilities. Following completion of construction of any Dwelling, no wall shall be constructed serving such Dwelling, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community, fences are prohibited, except as hereinafter provided. All fences shall be subject to the Architectural Control Committee's approval as to all aspects of design and location, and subject to compliance with all applicable governmental requirements. No fences shall be permitted on the boundary of any portion of a golf course or any Pond (as described in Section 19 below). The exterior side of any fence permitted must be maintained in a clean, attractive manner and may not be constructed or decorated in such a manner as to create a bizarre or aesthetically controversial or annoying effect. So called "spite fences" are specifically prohibited. With the approval of the Committee, temporary fences may, or if required by the Committee shall, be erected as development boundaries.

**Section 19. Ponds.** Any ponds or other water retention areas ("Ponds") constructed by Declarant within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of the Property or members of the public, use such Ponds for swimming, bathing, boating or other recreational purposes, other than fishing, which shall be permitted only by Owners or residents of the Property.

**Section 20. Wells; Septic Tanks; Oil and Mining Operations.** No water wells or septic tanks may be drilled or maintained on any portion of the Property without the prior written approval of the Architectural Control Committee, which approval may be subject to any conditions deemed necessary or desirable by the Committee. Any approved wells or septic tanks shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. NO oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any Oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

**Section 21. Electrical Interference.** No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent the use during normal business hours of any equipment required in construction of any improvement upon the Property. No exterior radio, television or other electronic antennas or aerials shall be allowed, unless constructed so as to be completely concealed from public view, such as in attics.

**Section 22. Solar Devices.** No solar device of any nature shall be permitted on the front roof of a dwelling, i.e., facing the front yard; a solar heating device may be erected on the rear of a Dwelling if the Owner has the written approval of the Architectural Control Committee.

**Section 23. Above Ground Pools.** Absolutely no above ground pools shall be constructed or permitted to remain within the Property, except for hot tubs, therapy pods or hydra spas approved by the Architectural Control Committee.

**Section 24. Rules and Regulations.** Reasonable rules and regulations concerning the appearance and use of the Lots, Dwellings or Parcels and Common Area and consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors and the Association in the manner provided in the Articles and Bylaws. If a rule or regulation promulgated by the Association shall conflict with a rule or regulation promulgated by the Board of Directors, the Board of Directors' rule or regulation shall be null and void but only to the extent in conflict with the Association's rule or regulation. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their families, invitees and lessees shall use the Common Area only in accordance with such rules and regulations.

**Section 25. Declarant's Rights.** Nothing contained in these covenants shall prevent Landco or Braewood, or any other person designated by Landco or Braewood with Landco's approval, which shall not be unreasonably withheld, from erecting or maintaining commercial or display signs, sales offices, construction trailers and other temporary structures, model houses and other structures as Landco or Braewood may deem advisable for development and sales purposes, provided such are in compliance with the appropriate governmental regulations applicable thereto. Until Landco and Braewood have completed all construction within the Property and Landco and Braewood have closed the sales of all Lots, Dwellings and Parcels to other persons, neither the Owners nor the Association nor the use of any Lot, Dwelling or Parcel shall interfere with the completion of improvements and sales of Lots, Dwellings and Parcels, and Landco and Braewood may make such use of unsold Lots, Dwellings and Parcels and of the Common Areas as may facilitate completion of improvements and sales of Lots, Dwellings and Parcels. Further, without limiting the generality of the foregoing, Landco

D. B. 2003 PA. 1843

my use the clubhouse on the Common Area for a sales office, and there may also be any number of other sales offices on the Property, and display signs. The rights granted Landco and Braewood to maintain sales offices, general business offices, construction trailers and other temporary structures and model dwellings shall not be restricted or limited to their sales activity relating to the Property, but shall benefit other builders and developers who may become involved in the construction, development and sale of any portion of the Property, and may also benefit Landco and Braewood in the sale of other property in which they may have an interest.

**ARTICLE IX**

**Section 1. General Plan of Development.** Landco has on file at its business office in Hillsborough County, Florida, presently located at 100 South Ashley Drive, Suite 1470, Tampa, Florida 33602, a general plan of development (the "General Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each, the approximate size and location of Common Area for each stage and the general nature of any proposed Common Area facilities and improvements. Such General Plan shall not bind Landco to make any such additions or adhere to the General Plan. Such General Plan may be amended or modified by Landco, in whole or in part, at any time, or discontinued.

O.N. 2033 PG. 19A

**Section 2. Mergers.** Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, the Association's property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other land, as one scheme. No such merger or consolidation, however, shall of itself effect any revocation, change or addition to the covenants established by this Declaration within the Property. No such merger or consolidation shall be effective unless approved by the Class B member, or by sixty-six percent (66%) of the vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose at which a quorum is present.

**Section 3. Impact on Owners.** No addition to the Property shall revoke or diminish the rights of the Owners of the Property to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Property the right to use the Common Area according to the terms and conditions established hereunder, and the right to vote and the duty to pay assessments as herein provided.

**ARTICLE X**

**GENERAL PROVISIONS**

**Section 1. Deed Restrictions.** In addition to this Declaration, Braewood, Landco or any other person or entity who develops a portion of the Property, may record, for parts of the Property which each owns, specific deed restrictions applicable thereto, either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Property in accordance with the General Plan and the location, topography and intended use of the land made subject thereto. To the extent that parts of the Property are made subject to such specific deed restrictions, such land shall be



subject to both the specific deed restrictions and this Declaration. The Association (or separate homeowners' associations which may be created in relation to each set of such deed restrictions hereunder) shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it. Nothing contained in this Section 1 shall require any person or entity to impose uniform deed restrictions, or to impose deed restrictions of any kind on all or any part of the Property.

**Section 2. Enforcement.** The Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article X. Further, the Association or the Declarant shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as may be reasonably necessary to cure the default of any Owner or other entity which fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting party on demand, and shall be secured by a lien in favor of the Association or the Declarant, as the case may be, on the defaulting party's portion of the Property, as described in Article VI, Sections 10 and 12. Failure of the Association, the Architectural Control Committee or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees incurred by the party enforcing them, all of which shall be secured by a lien in favor of the enforcing party, against the defaulting party's portion of the property, as described in Article VI, Sections 10 and 12. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

**Section 3. Interpretation.** Unless the context otherwise requires, wherever used herein, the singular form shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term "including" shall mean "including without limitation;" and the use of the term "attorneys' fees" shall mean fees and costs of attorneys and legal assistants incurred on appeal or otherwise and whether or not suit is filed. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

**Section 5. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless terminated by the vote of sixty-six percent (66%) of the voting interests of each class of membership present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent twenty (20) year period by an instrument signed either by: (i) Landco as provided in Section 6 of this Article X; or (ii) Owners holding

not less than sixty-six percent (66%) of the total Class A votes, or (iii) by the duly authorized officers of the Association provided such amendment by the Association's officers has been approved by at least sixty-six percent (66%) of the total votes cast in person or by proxy at a regular or special member's meeting. Notwithstanding anything herein to the contrary, so long as Braewood or Landco shall own any Lot, Dwelling or Parcel, no amendment shall diminish, discontinue or in any way adversely affect the rights of Braewood or Landco under this Declaration unless approved by Landco and Braewood as evidenced by written joinders, nor shall any amendment pursuant to (i) or (ii) above be valid unless approved by Landco, as evidenced by its written joinder.

**Section 6. Exception.** Notwithstanding any provision to the contrary, Landco shall have the right but not the obligation, to amend this Declaration from time to time for a period of ten (10) years from the date of its recording to make (i) such changes, modifications and additions therein and thereto as may be necessary or desirable, in Landco's sole opinion, provided that the character of the development on the Property is not materially altered thereby, and also (ii) any changes, modifications or additions as may be requested or required by the FHA, VA, FNMA, GNMA, or any other governmental agency or body ("Governmental Agency") as a condition to, or in connection with, such Governmental Agency's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on any portion of the Property or any interest therein. Any such amendment shall be executed only by Landco and shall be effective upon its recording; no approval of or joinder in such amendment by the Association, other Owners, or any other party shall be required or necessary.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 25 day of May, 1988.

Signed, sealed and delivered in the presence of:

DECLARANT:

LANDCO DEVELOPMENT CORPORATION, a Florida corporation

By: *[Signature]*

Attest: *[Signature]*

(CORPORATE SEAL)

BRAEWOOD DEVELOPMENT CORP., a Texas corporation

By: *[Signature]*

Attest: *[Signature]*

(CORPORATE SEAL)

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 23  
day of MAY, 1988 by MICHAEL W. MILLER  
and SARAH J. MILLER as President and Secretary  
respectively, of LANDCO DEVELOPMENT CORPORATION, a Florida  
corporation on behalf of the corporation:

*John W. P. [Signature]*  
Notary Public  
My commission expires  
Notary Public, State of Florida  
My Commission Expires July 15, 1991  
Sealed Notary Public's Records Box

OR 2033 PE 1991

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 23rd  
day of May, 1988, by D. N. McVicker, as Second Vice President of  
BRAWOOD DEVELOPMENT CORP., a Texas corporation, on behalf of the  
corporation.

*D. N. McVicker [Signature]*  
Notary Public  
My commission expires  
April 15, 1991

GAT12  
:1:AFS:05198

**EXHIBIT "A"**

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purposes may be unsatisfactory in this document when received.

West 1/2 of the Northwest 1/4 of Section 4, Township 39 South, Range 19 East, Sarasota County, Florida.

ALSO the South 1/2 of the Northeast 1/4 and the South 1/2 of Section 33, Township 38 South, Range 19 East, Sarasota County, Florida; **LESS** the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 38 South, Range 19 East, and **LESS** the North 50 feet of the South 1/2 of the Northeast 1/4 of Section 33, Township 38 South, Range 19 East.

ALSO **LESS** property identified as "Parcel 105" in that certain Order of Taking recorded in Official Records Book 1132, Page 1930, Public Records of Sarasota County, Florida, and being more particularly described as follows: That part of the South 1/4 of the East 1/2 of Section 33, Township 38 South, Range 19 East; less the North 50 feet thereof; lying within the following described boundaries: **BEGIN** at the East line of said Section 33, at a point N 0°50'34" W, 1,111.95 feet from the Southeast corner thereof; thence continue N 0°50'34" W, 1,537.68 feet; thence N 35°01'47" W, 3,085.67 feet; thence N 0°40'06" E, 125.0 feet; thence N 89°19'54" W, 1,354.35 feet; thence S 0°40'06" W, 100.0 feet; thence S 35°49'55" E, 1,038.91 feet to the beginning of a curve **concave to the Northeast**, having a radius of 57,413.70 feet; thence run Southeasterly along said curve 4,135.15 feet through a central angle of 4°07'37" to the end of said curve and the Point of Beginning.

**LESS** road right-of-way conveyed to the City of Venice by Quitclaim Deed recorded in Official Records Book 1068, Page 687, Public Records of Sarasota County, Florida, and being more particularly described as follows: From a Point of Beginning at the Northwest corner of Section 4, Township 39 South, Range 19 East, run S 0°23'10" E, 50.00 feet along the West boundary of said Section 4; thence N 89°40'39" E, 430.68 feet; thence S 84°36'43" E, 301.50 feet; thence N 83°58'01" E, 301.50 feet; thence N 89°40'39" E, 300.33 feet to the Northwest corner of Block M, Capri Isles, Unit 3, as recorded in Plat Book 22, Pages 6, 8A, 8B, 8C and 8D, Public Records of Sarasota County, Florida; thence N 0°21'20" W, 50.00 feet along said West line to a point on the North boundary line of said Section 4; thence N 89°37'33" E, 1,055.00 feet along said North boundary line; thence N 0°37'57" W, 50.00 feet; thence S 88°37'33" W, 1,094.78 feet; thence S 89°40'39" W, 300.25 feet; thence N 84°36'43" W, 301.50 feet; thence S 83°58'01" W, 301.38 feet; thence S 89°40'39" W, 430.00 feet to a point on the West boundary line of Section 33, Township 38 South, Range 19 East; thence S 0°31'12" W, 50.00 feet along said West boundary line to the Point of Beginning.

TOGETHER WITH a 20 foot Pedestrian and Golf Cart easement across and under Edmondson Road lying 10.00 feet each side of the following described centerline as recorded in Official Records Book 1068, Page 657 of the Public Records of Sarasota County, Florida and being more particularly described as follows:

From the Northwest corner of Section 4, Township 39 South, Range 19 East, run N 89°40'30" E, 720.00 feet along the North boundary line of said Section 4; thence N 0°19'21" W, 90.00 feet to a Point of Beginning; thence S 0°19'20" E, 160.00 feet to a Point of Terminus.

CONTAINING 395.04 Acres, more or less.

TOGETHER with all the tenements, hereditaments, and appurtenances, riparian rights, with every privilege, right, title, interest and estate, reversion, remainder and easements thereto belonging or in anywise appertaining. Riparian rights granted herein are not warranted.

LESS AND EXCEPT all of said lands lying east of T75.

0.11.21



**EXHIBIT "B"**

WATERFORD PHASE ONE-A, approved by the City of Venice, Florida, on May 24, 1988, and as recorded in the Public Records of Florida.

O. R. 2033 PB 1950

RECORDED & INDEXED  
MAY 24 8 11 AM '88  
KAREN E. WENING  
CLERK OF CIRCUIT COURT  
SEASIDE A COUNTY, FLA.

5/2/2017 12:28 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

Receipt # 2106730

**AMENDED AND RESTATED  
MASTER DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WATERFORD MASTER OWNERS ASSOCIATION, INC.**

Revised 2017

THIS AMENDED AND RESTATED MASTER DECLARATION, made on the date hereinafter set forth by the Waterford Master Owners Association, Inc., a Florida corporation (hereinafter referred to as "WMOA").

**WITNESSETH:**

**WHEREAS**, an exclusive planned community has been created and known as "Waterford" on the Exhibit "A" land, and such other land as may be added thereto pursuant to the terms and provisions of the Declaration;

**NOW, THEREFORE**, WMOA, hereby declares that the real property described on the attached Exhibit "A" shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot, Dwelling, Parcel and other portions of the Property in order to maintain within the Property a planned community of high standard and such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to benefit of each other thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1. "ACC"** shall mean the Architectural Control Committee formed and generally functioning as provided in Article VII, Section 2.

**Section 2. "Articles"** shall mean and refer to the Articles of Incorporation of WMOA, including any and all amendments or modifications thereof

**Section 3. "Board of Directors"** shall mean and refer to WMOA's Board of Directors.

**Section 4. "Bylaws"** shall mean and refer to the Bylaws of WMOA, including any and all amendments or modifications thereof.

**Section 5. "Common Area"** shall mean all real property (including the improvements thereon) now or hereafter owned by WMOA for the common use and enjoyment of the Owners.

The initial Common Area described on Exhibit "B" attached hereto and incorporated herein by reference has been conveyed to WMOA.

**Section 6. "Declaration"** shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for Waterford, and any amendments or modifications hereof hereafter made from time to time.

**Section 7. "Dwelling"** shall mean and refer to each and every residential dwelling unit constructed on the Property, together with the lot on which it is constructed or interest in the common element or areas appurtenant to it, as applicable, including but not limited to all detached homes and each dwelling unit within a duplex.

**Section 8. "FHA"** shall mean and refer to the Federal Housing Administration.

**Section 9. "WMOA"** shall mean and refer to Waterford Master Owners Association, Inc., a Florida corporation, and its successors and assigns.

**Section 10. "Lot"** shall mean and refer to any plot of land (together with all improvements thereon) shown upon any recorded subdivision map of the Property or any part thereof creating: (i) single family homesites; or (ii) single family attached dwelling units with separate units subject to separate ownership, sharing certain common facilities (other than the Common Area) with other dwelling units of the same type; with the exception of the Common Area and areas deeded to a governmental authority or utility.

**Section 11. "Master Plan"** shall mean and refer to the Master Development Plan for Waterford on file with and approved by the City of Venice, Florida, as the same may be amended or modified from time to time.

**Section 12. "Owner"** shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot, Dwelling or Parcel which is a part of the Property, including contract sellers, but excluding those having such interest merely a security for performance of an obligation.

**Section 13. "Parcel"** shall mean and refer to any part of the Property other than the Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use so such Parcel.

**Section 14. "Property"** shall mean and refer to that certain real property described on attached Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of WMOA and be made subject to this Declaration.

**Section 15. "Tract "G"'"** shall mean and refer to the property subject to that certain Golf Course sold to Capri Isles Golf, Inc., dated June 2, 1987, amended June 22, 1987, a Memorandum of which is recorded in O.R. Book 1956, at Page 1685, Public Records of Sarasota County, Florida.



**Section 16. “VA”** shall mean and refer to the Veterans Affairs Department of the Federal Government.

**Section 17. “Sub Association”** shall mean the various Home Owners’ Associations for Sub Divisions within Waterford. The Declaration of Covenants, Conditions and Restrictions for Subdivision is supplemental to and not a limitation upon the terms and conditions of this Amended and Restated Master Declaration for Waterford Master Owners Association, Inc. This Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Waterford Master Owners Association, Inc., shall, control where conflict exists with any restriction of a Sub Association, unless a greater or more restrictive rule exists in the Sub Association’s Declaration of Covenants, Conditions and Restrictions as to improvements or conditions specific to that individual subdivision.

## **ARTICLE II**

### **PURPOSE**

**Section 1. Operation, Maintenance and Repair of Common Area.** The purpose of WMOA shall be to assure such maintenance by whatever reasonable means are available, including without limitation the following: to operate, maintain and repair the Common Area, and any improvements thereon, including without limitation the private roads owned by WMOA; to maintain the decorative entranceways to the Property and landscaped medians of publicly dedicated arterial and collector streets within the Property; to maintain and repair the exterior surface of certain walls bordering the arterial and collector streets as hereafter described; to maintain and repair any; irrigation facilities servicing land which WMOA is obligated to maintain; to maintain and repair the clubhouse, pool, tennis courts, recreation areas, gates house (s), and fountains, if any, in the common areas; to provide and pay for security guards, patrols, guardhouse, gates and such other security measure, if any, as may be installed by WMOA or approved from time to time by a majority of members of WMOA; to pay for the costs of street lighting for Common Areas (unless paid for as a consequence of its inclusion in a special street lighting district), publicly dedicated arterial and collector streets within the Property; or other areas designated by the Board of Directors; and to take such other action as WMOA is authorized to take with regard to the Property pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

**Section 2. Expansion of Common Area.** Additional lands within the Property may be deeded to WMOA and thus become part of the Common Area. WMOA shall not be obligated, however, to make any such additions.

**Section 3. Boundary Walls.** WMOA may construct a border wall along all or part of some or all of the arterial and collector streets within the Property or streets; bounding its perimeter. Such walls (the “Boundary Walls”) may be constructed either on dedicated rights of way, Common Area or the Lots, Parcels or other land adjacent to such rights of way. Whether or not located on Common Area, WMOA shall maintain and repair, at its expense, such Boundary Walls along public roads or roads owned by WMOA, except that maintenance, repair, and

replacement of the interior surface facing away from the street shall be the obligation of, and shall be undertaken by, the respective owners of land abutting the rights of way along which such Boundary Walls are constructed as to such portion thereof as actually abuts the land each owns. If such land abutting the right of way is owned by WMOA but is within a subdivision, the Sub Association for the subdivision shall maintain, repair, and replace the interior surface of the Boundary Wall. The obligation of any such Owner or association shall not be affected by the fact that such Boundary Wall is only partially on the Owner's or association's land, rather than completely.

**Section 4. Easements.** Easements are hereby established upon the lands under and adjacent to either side of a Boundary Wall for erection and maintenance of the Boundary Wall and lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such wall as constructed or reconstructed.

**Section 5. Irrigation.** WMOA may, but shall not be obligated to, install irrigation and sprinkling equipment on the Common Area, or; within landscaped rights of way which the WMOA is obligated to maintain under this Declaration. WMOA shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment, wherever located, at its own expense.

**Section 6. Damage; Insurance.** In the event a dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements within the Common Area are damaged or destroyed casualty or otherwise, the Owner thereof or WMOA, as the case may be shall promptly clear all debris resulting there from and rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. Without limiting the generality of the foregoing, where grassed and/or landscaped areas are damaged or destroyed, the Owner or WMOA, as the case may be, shall repair and/or replace such improvements in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or otherwise shall be substantially in accordance with the Plans (as defined in Article VII, Section 1) for such improvements as originally constructed or with new Plans approved by the ACC. Insurance shall be obtained in such amounts as WMOA may determine from time to time for the purpose of providing liability insurance coverage for the Common Area as a common expense of all Owners. Further, each Owner shall be liable to WMOA for any and all damage to the Common Area and any personal property or improvements located thereon, including without limitations costs of repairs or replacements incurred by WMOA, caused by such Owner, such Owner's family, invitees, lessees, or contract purchasers. The cost of any sums due from an Owner under the preceding sentence shall bear interest from the date of demand therefore and shall be secured by a lien on such Owner's portion of the Property as provided in Article VI, Sections 9, 10, and 11.

### **ARTICLE III**

#### **PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** A non-exclusive easement is hereby established over all portions of the Common Area, for ingress and egress to and from all portions

of the Property, for the benefit of all Owners, tenants and residents of the Property, and their invitees and licenses, as appropriate, subject to the following rights, all of which are hereby reserved:

(a) The right of WMOA and its Board of Directors from time to time to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of WMOA to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of WMOA to restrict access to certain portions of the Property by erecting security gates over roads, within the Common Area, provided all Owners and residents of the portion of the Property shall be entitled to key cards or such other measures as may be required to permit them access to the portion of the Property owned by them, and provided that access to any portion of the Property which is then or later under construction is available to construction vehicles;

(d) The right of WMOA Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot, Dwelling or Parcel remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(e) The right of WMOA to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the members of WMOA. No such dedication or transfer shall be effective unless two-thirds (2/3rds) of members agree to such dedication or transfer by vote or in writing;

(f) The right of WMOA to grant easements as to the Common Area or any thereof;

(g) All provisions of the Declarations, any additional covenants and restriction of record, any plat of all or any part of the Property, and the Articles of Incorporation and Bylaws of WMOA;

(h) Any right of the City of Venice, Florida, upon the failure of WMOA to do so, to maintain such portions of the Common area as are designated on any plat as being for drainage purposes, and to record a lien against such portions of the Common Area to secure payment by WMOA for the costs of such maintenance; and

(i) The right of WMOA to otherwise deal with the Common Area as provided herein and in its Articles and Bylaws.

**Section 2. Access to Recreational Facilities.** Notwithstanding Section 1 above, the Owners and occupants of Tract "G" shall not have access to or use of the pool, clubhouse, tennis courts or any other recreational facilities (if any) hereafter provided within the Common Area, by virtue of such ownership; this provision shall not preclude use of the recreational facilities if the Owner of Tract "G" is entitled to such use by virtue of owning a Lot, Dwelling or Parcel other than Tract "G." Notwithstanding anything else in this Section 2, the Owners and occupants of Tract "G" shall be entitled to use parking areas within the Common Areas.

**Section 3. Delegation of Use.** The Common Area shall be for the use and benefit of the Owners and authorized residents of the Property, collectively, for any proper purpose. Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment of the Common Area to his tenants or contract purchasers who reside on the Property, but shall not thereafter be permitted to use the Common Area for so long as such right to enjoyment is delegated. The Common Area shall be used by each Owner or authorized resident of a Dwelling in such a manner as shall not abridge the equal rights of other Owners and residents to the use and enjoyment thereof. Each Owner shall be liable to WMOA for any and all damage to the Common Area and any personal property or improvements located thereon, caused by such Owner, his family, invitees, lessees, or contract purchasers, and the cost of repairing same, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be a lien against such Owner's Dwelling, Lot or Parcel, as provided in Article VI, Section 9.

**Section 4. Rules and Regulations.** No Owner or other permitted user shall violate the reasonable rules and regulations for the use of the Common Area, as the same are from time to time adopted by WMOA.

**Section 5. Title to Common Area.** Title to any Common Area has been conveyed to WMOA subject to easements, reservations, conditions and restrictions as may be of record but free and clear of mortgage liens.

**Section 6. Easements for Utilities and Drainage.** Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to WMOA over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include, without limitation, the right of reasonable access over any portion of the Property to and from the easement areas). WMOA shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or nonexclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved in favor of all providers of utilities for the Property, including without limitation Florida Power and Light Company, over all portions of the Property, for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Property, provided, however, no such apparatus or facilities shall be installed without the approval of the ACC, or installed within a Lot, Dwelling or Parcel so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder WMOA in the exercise of its rights hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on WMOA to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them.

Within such easement areas no structure, planting, or other material shall be placed or permitted to remain which may damage or materially interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction or obstruct or retard the flow of water through drainage channels in such easement areas, or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot, Dwelling or Parcel subject to an easement described

herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the portion of the Property which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of the Common Area, the easement areas of each Lot, Dwelling or Parcel and all aboveground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, Dwelling or Parcel, except for those improvements for which a public authority or utility company is responsible if the land is owned by a homeowners association, the maintenance obligation shall be that of WMOA for or such record for drainage, WMOA shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided such alteration shall not materially adversely affect any Lot, Dwelling or Parcel unless the Owner thereof shall consent to such alteration.

**Section 7. WMOA Easement.** In addition for the aforementioned easements, WMOA reserves for itself, the ACC, and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Common Area and each Lot, Dwelling or Parcel, and the right to enter upon the Common Area and each Lot, Dwelling or Parcel, for the purpose of exercising their respective rights and obligations under this Declaration, including without limitation inspection and maintenance of the Common Area and any Dwellings, as permitted hereunder. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

**Section 8. Easement to Retrieve Golf Balls.** An easement is hereby granted over the lawn and yard area of each Lot, and any commonly owned areas or other development and any portion of the Common Area, which is adjacent to the golf course on Tract "G", in favor of all golf club members, guests and invitees playing golf ("Golfers") for the sole purpose of retrieving errant golf balls. Entry upon the Lot or other area shall be solely on foot and not by golf cart. This easement shall not permit entry into any residence, garage or enclosed patio or pool area. This easement shall not exempt any Golfer from responsibility for damage caused by an errant golf ball nor damage caused in the retrieval of same.

#### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every owner of a Lot, Dwelling or Parcel, which is subject to assessment, shall be a member of WMOA, subject to and bound by the Articles, Bylaws, rules and regulations, and this Declaration. If title to a Lot, Dwelling or Parcel is held in the name of only one spouse, or in a Trust controlled by such spouse, the other spouse shall be considered to be also a Member of WMOA for purposes of voting. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation.

Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Dwelling or Parcel is owned of record by two or more persons or other legal entities, all such persons or entities shall be members, but there shall be only one (1) voting member, as described in Section 2 below. An Owner of more than one Lot, Dwelling or Parcel shall be entitled to one membership for each Lot, Dwelling or Parcel owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Dwelling or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Dwelling or Parcel.

**Section 2. Voting Rights.** All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot, Dwelling or Parcel, the votes for such Lot, Dwelling or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Dwelling or Parcel, nor shall any split vote be permitted with respect to such Lot, Dwelling or Parcel. Instead, multiple Owners of a Lot, Dwelling or Parcel shall designate from time to time one (1) person to be the voting member of WMOA entitled to cast all votes allocated to such Lot, Dwelling or Parcel. A certificate designating such voting member signed by all Owners of the Lot, Dwelling or Parcel in question shall be filed with WMOA, and if no such certificate is filed, no votes shall be cast or counted with respect to such Lot, Dwelling or Parcel until such a certificate has been filed. Such certificate may be revoked or superseded by a later certificate, signed by all Owners of the Lot, Dwelling or Parcel, designating a new voting member for such Lot, Dwelling or Parcel.

- (i) Tract "G". The Owners of Tract "G" shall be entitled to thirty (30) votes.

## **ARTICLE V**

### **RIGHTS AND OBLIGATIONS OF WMOA**

**Section 1. Responsibilities.** WMOA, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition order and repair. WMOA shall also maintain and care for the land designated in Article II hereof, in the manner therein required. WMOA shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration, maintenance and management of the Common Area, and performance of its other obligations hereunder.

**Section 2. Services.** WMOA may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as WMOA shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by WMOA or by any person or entity with whom or which it contracts. Without limiting the generality of the foregoing, WMOA may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration, and may employ security personnel for the Property. WMOA may arrange with others to furnish common services to each Lot, Dwelling or Parcel.

**Section 3. Manager.** WMOA may obtain, employ and pay for the services of an entity or person, hereinafter called the “Manager”, to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as WMOA shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by WMOA or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days’ notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

**Section 4. Personal Property for Common Use; Improvements to Common Area.** WMOA may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in WMOA’s Articles or Bylaws. Improvements to the Common Area may be made from time to time by WMOA, through its Board of Directors, provided that any special assessments required to pay for same in excess of One Thousand Dollars (\$1,000.00) total shall be approved as provided in Article VI, Section 4.

**Section 5. Insurance.** WMOA at all times shall provide and maintain adequate policies of public liability and other insurance, as it deems advisable or necessary. WMOA may, if the Board of Directors elects cause all persons responsible for collecting and disbursing association moneys to be insured or bonded with adequate fidelity insurance.

**Section 6. Implied Rights.** WMOA may exercise any right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law, every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein, or reasonably necessary to effectuate the exercise of any rights or privileges granted herein or therein.

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** WMOA, for each Lot, Dwelling and Parcel within the Property, hereby covenants, and each Owner of any Lot, Dwelling or Parcel by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to WMOA: (1) annual assessments or charges; and (2) special assessments or charges against a particular Lot, Dwelling or Parcel as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner’s successors in title unless expressly assumed by them, provided, however, that the lien therefore shall remain valid and in full force and effect.

**Section 2. Purpose of Assessments.** The assessments levied by WMOA shall be used to promote the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of WMOA under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of the Common Area, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area (if any); the procurement and maintenance of bonds and insurance; the employment of attorneys, accountants and other professionals to represent WMOA when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by this Declaration or WMOA; the maintenance, repair and replacement of Boundary Walls required or permitted to be maintained by WMOA; the employment of security personnel to provide services which are not readily available from any governmental authority; the maintenance of reasonable reserves; and such other needs as may arise.

**Section 3. Maximum Annual Assessment.**

(a) The maximum annual assessment for each Lot, Dwelling and Parcel may be increased each year to reflect the greater of (i) the increase, if any, in the Consumer Price Index for All Urban Consumers, All Items, published by the Bureau of Labor Statistics, U.S. Department of Labor for the area including or nearest to Tampa, Florida (“CPI Increase”) or (ii) an increase equal to fifteen percent (15%) of the prior year’s annual assessment. The CPI Increase shall be determined by multiplying the maximum annual assessment then in effect by the Consumer Price Index for the most recent month for which figures are available and dividing the product by the Consumer Price Index for the same month of the preceding calendar year. If publication of the Consumer Price Index should be discontinued, WMOA shall use the most nearly comparable index, as determined and selected by the Board of Directors.

(b) The maximum annual assessment may be increased above the increase permitted by Section 3 (a) above, by a majority vote of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment for Lots, Dwellings or Parcels at an amount not in excess of the maximum annual assessment rate established therefore in the preceding subsections and in Section 6 of this Article.

**Section 4. Special Assessments for Capital Improvement.** In addition to the annual assessments authorized above, WMOA may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment in excess of One Thousand Dollars (\$1,000.00) total shall be approved by a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose. If an assessment is



proposed to finance an improvement, repair or replacement of or any additions to the recreational facilities described in Section 2 of Article III as to which the Owners of Tract "G" have no voting rights, said Owners shall not be obligated to pay any portion of such an assessment by virtue of their ownership of Tract "G".

**Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any members meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members entitled to vote at such meeting not less than ten (10) days or more than twenty (20) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of membership entitled to be cast on the issue shall constitute a quorum. If the required quorum is not present, another meeting may be called without any additional formal notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast thirty-three percent (33%) of all the votes entitled to be cast on the issue. If the required quorum is again not present, another meeting may be called upon at least ten (10) days' written notice, at which meeting there shall be no quorum requirement and those present in person or by proxy shall be entitled to decide the issue. This provision is included to insure the ability of WMOA to act despite non-participation by its members, and shall not be subject to attack on due process or other grounds. No such subsequent meeting (s) shall be held more than sixty (60) days following the preceding meeting (s).

**Section 6. Assessment Rate.** Subject to the maximums set forth in Section 3 of this Article, annual assessments for Lots, Dwellings and Parcels shall be determined by the Board of Directors prior to January 1 of each year by first determining the sum to be assessed:

(a) Tract "G". Tract "G" shall be assessed as if it were thirty (30) Lots.

**Section 7. Exemption from Assessments.** The assessments, charges and liens provided for or created by this Article VI shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, or any property owned by a public or private utility company or public or governmental body or agency.

**Section 8. Date of Commencement of Annual Assessments; Due Dates.** The Board of Directors shall fix the amount of the annual assessment against each Lot, Dwelling or Parcel in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, annual assessments shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors. WMOA shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of WMOA setting forth whether the assessments on a specified Lot, Dwelling or Parcel have been paid. A properly executed certificate of WMOA as to the status of assessments on a Lot, Dwelling or Parcel shall be binding upon WMOA as of the date of its issuance.

Annual assessments are due on or before January 1 of each calendar year. Annual assessments received after January 10 but before January 31 of each calendar year shall be subject to a late payment fee in addition to the assessment. This fee will be set annually by the

Board of Directors. Annual assessments not paid and received on or before January 31 of each calendar year shall be considered in default and shall be subject to any and all collection expenses including but not limited to attorney's fees, court costs and collection expenses.

**Section 9. Lien for Assessments: Remedies of WMOA.** All sums assessed to any Lot, Dwelling or Parcel pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees whether or not suit is filed, shall be secured by a continuing lien on such Lot, Dwelling or Parcel in favor of WMOA or any other party in whose favor the lien is granted under this Declaration. WMOA or other party in whose favor the lien is granted may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, Dwelling or Parcel. No Owner may waive or otherwise escape liability for the assessments or other charges provided for herein by non-use of the Common Area, or abandonment of his Lot, Dwelling or Parcel.

**Section 10. Interest on Assessments.** Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the maximum contract rate of interest permitted by law.

**Section 11. Foreclosure.** The lien for sums assessed or any sums due by Owner, pursuant to this Declaration may be enforced by judicial foreclosure by WMOA or other party in whose favor the lien is granted in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of collection and foreclosure, including reasonable attorney's fees whether or not suit is filed. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any assessments against the Lot, Dwelling or Parcel, which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. WMOA or other party in whose favor the lien is granted shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Dwelling or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

**Section 12. Homestead.** By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Dwelling or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to WMOA by this Declaration, but to be construed in its favor.

**Section 13. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recording of a claim of lien against the portion of the Property encumbered by such mortgage, subject to the exception referenced below. The sale or transfer of any Lot, Dwelling or Parcel pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, subject to the exception referenced below. No sale or transfer shall relieve such Lot, Dwelling or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

WMOA shall, upon written request, report to any first mortgagee of a Lot, Dwelling or Parcel any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot, Dwelling or Parcel; provided, however, that such first mortgagee first shall have furnished to WMOA written notice of the existence of its mortgage, which notice shall designate the Lot, Dwelling or Parcel encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. The liability of a first mortgagee who acquires title to a Lot, Dwelling or Parcel by foreclosure or by Deed-In-Lieu of foreclosure for unpaid assessments, and other charges that became due prior to the first mortgagee's acquisition of title is limited to the maximum permitted by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time, but if no such limitation exists, then to the same extent as any other Owner. The limitation on the first mortgagee liability provided by this paragraph shall apply only if the first mortgagee strictly complies with all conditions required by Florida Statutes, Section 720.3085, as same is amended or renumbered from time to time, WMOA's lien for assessments and other charges is superior to and has priority over all mortgages, liens and encumbrances as provided above.

**Section 14. Special Assessment for Maintenance Obligations of Owners and Others.**

In the event an Owner or other entity obligated to maintain, replace or repair a Boundary Wall or a private road or drive, or portion thereof, pursuant to Article II, Section 3, shall fail to do so, WMOA, upon ten (10) days' prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against the portion of the Property owned or maintained by the defaulting Owner or other entity, which assessment, together with interest at the maximum contract rate permitted by law from (5) days after the date of demand for payment, shall be secured by the lien against such portion of the Property as set forth in Article VI, Section 9.

**Section 15. Utilities, Equipment and Fixtures.** All fixtures and equipment installed within a Lot or Dwelling and all fixtures and equipment serving only one Dwelling, including without limitation, utility lines, pipes, wires, conduits and the like, shall be maintained and kept in good repair by the Owner of the Lot or the Dwelling served by such equipment and fixtures. In the event any such equipment and fixtures are installed to serve more than one Lot or Dwelling but are not part of the general distribution system serving a large number of Lots or Dwellings, the expense of maintaining and repairing same shall be shared equally by the Owners of the Lots or Dwellings served by same. Notwithstanding the foregoing, in the event any such equipment or fixtures are damaged as a result of the actions of any person or entity other than the Owner or Owners responsible for repairing same, the person causing the damage shall be liable for expenses incurred by the Owner or Owners in repairing same. In the event a blockage or obstruction occurs in a sewer line serving more than one Lot or Dwelling, the cost of clearing such blockage shall be assessed against the Owner deemed responsible by the Board of Directors, and if it cannot be determined which Owner was responsible, the cost shall be borne equally by all Owners of Lots or Dwellings served by the portion of the sewer line in which the blockage occurred and shall be assessed against all such Owners. No Owner shall do or allow any act, or allow any condition to exist, that will impair the structural soundness or integrity of

any Dwelling or impair any easement established or referenced herein, or do any act or allow any condition to exist which will or may adversely affect any Dwelling or any Owner or resident of the Property or create a hazard to persons or property. Any cost assessed against an Owner pursuant to this Section 15, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be a lien upon such Owner's Dwelling pursuant to Article VI, Section 9.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

**Section 1. Architectural Control.** No Dwelling, building, wall, fence, pavement, swimming pool or other structure or improvement of any nature shall be erected, placed or altered on or removed from any portion of the Property until the construction plans and specifications, plot plan, tree surveyor map showing all existing trees and those trees intended to be removed, and landscaping, drainage and irrigation plans (collectively "Plans") showing the location of all structures and improvements shall have been approved in writing by the Architectural Control Committee. The ACC shall issue a permit evidencing its approval of Plans, which permit shall be posted for inspection by the Owner or the Owner's agent at the site of the improvements to which the permit relates in the same manner as a building permit. Each structure or improvement of any nature shall be erected, placed, altered or removed only in accordance with the Plans so approved. Refusal of approval of Plans may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the ACC seem sufficient. The ACC may condition its approval on such matters as it may deem appropriate, such as (but not limited to) replacement of trees removed with trees of a certain size or type. Without limiting the foregoing, any change in the exterior appearance of any Dwelling, building, wall, fence, pavement, swimming pool, other structure or improvement, any material change in landscaping, and any change in the finished ground elevation, shall be a change requiring approval under this Section 1 of Article VII. A review fee of \$100 payable to WMOA shall be submitted to the ACC with all Plans relating to changes in construction of any Dwelling; the ACC may, in its sole discretion, collect a fee payable to WMOA in an amount to be determined by the ACC (not to exceed \$100), for review of all other Plans. In the event the ACC shall fail to approve or disapprove any Plans within thirty (30) days of submission, evidenced by a written acknowledgment of receipt, approval of Plans shall be deemed given.

**Section 2. Powers and Composition of ACC.** The ACC shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this Declaration. The ACC shall be composed of not less than three (3) members of WMOA appointed by the Board of Directors. The Board of Directors shall have the absolute power to remove any member from the ACC. In the absence of specific appointment, the Board of Directors shall serve as the ACC. A majority of the ACC may take any action the ACC is empowered to take, and may designate a representative or agent to act for the ACC. In the event of death, removal or resignation of any member of the ACC, the remaining members shall have full authority to designate a temporary successor until the Board of Directors appoints a permanent successor. Neither the members of the ACC, nor its designated representative shall be

entitled to any compensation for services performed pursuant to this covenant unless the Board of Directors shall elect to give compensation out of fees received for review of Plans.

**Section 3. Liability of ACC.** The ACC and each of its members from time to time shall not be liable in damages to anyone submitting any Plans for approval or to any Owner by reason of mistake in judgment, negligence or nonfeasance of the ACC, its members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any Plans. The ACC shall not be responsible for the compliance of any Plans with applicable governmental rules and regulations. Anyone submitting any Plans to the ACC for approval, by the submitting of such Plans, and any Owner by acquiring title to any Lot, Dwelling or Parcel, agrees that such person shall not bring any action or claim for any such damages against the ACC, its members, agents or employees.

**Section 4. Fines.**

4.1 WMOA may levy reasonable fines against an Owner for failure of the Owner to comply with any provision of the Master Declaration of Covenants, Conditions, and Restrictions, Deed Restriction or the reasonable rules of WMOA. No fine shall exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with the single notice and opportunity for a hearing provided no such fine shall exceed \$1,000.00. A fine shall not be levied except after giving reasonable notice and the opportunity for a hearing to the Owner.

4.2 The Board of Directors shall schedule a hearing for the Owner against whom the fine is sought to be levied. The hearing shall be scheduled with reasonable notice of not less than 14 days. The Notice shall include:

(1) A short and plain statement of the matters asserted by WMOA, which are a violation.

(2) A statement of the provisions of the Master Declarations of Covenants, Conditions and Restrictions, Deed Restrictions or lawfully adopted rules and regulations which have been allegedly violated; and

(3) A statement of the date, time and place of the hearing.

4.3 The Board of Directors shall appoint a Review Board consisting of three (3) members, who are not officers, directors, or employees of WMOA and are not related to the alleged offending Owner, any member of the Board, any employee of WMOA, or any member of the ACC, to hear the appeal.

4.4 The authority granted by this provision shall have no bearing on the Board's authority to impose late building fines as specified elsewhere in WMOA documents.

## ARTICLE VIII

### GENERAL USE RESTRICTIONS

**Section 1. Restrictions.** Any structure of any kind erected or placed within the Property must be in compliance with all applicable zoning regulations and this Declaration.

**Section 2. Construction.** All construction commenced at any place within the Property shall be completed within twelve (12) months of commencement, regardless of the type or size of building or project under construction. This deadline may only be waived by the written agreement of the ACC.

**Section 3. Height Limitation.** No single-family structure may exceed two stories and no multifamily structure may exceed four stories, including parking levels. No structure erected on the Common Area shall exceed two stories.

**Section 4. Area Restrictions.** The combined area of all structures on a single Lot or Parcel, including roofed porches, garages, and other buildings, but not including unroofed patios, lanais or terraces, may not exceed seventy percent (70%) of the total Lot or Parcel area.

**Section 5. Commercial Uses and Nuisances.** No trade, business, profession, service, repair or maintenance operation or other type of commercial activity shall be carried on upon any portion of the Property other than Tract "G", except that real estate brokers, Owners and their agents may show Dwellings within the Property for sale or lease. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the other residents of the Property. No Owner shall make use of the Common Area that will increase the cost of insurance above that required when the Common Area is used for the approved purposes, or that will cause any such insurance to be canceled or threatened to be canceled, except with the prior written consent of WMOA. No personal property of any nature shall be parked, stored or permitted to stand for any period of time on the Common Area, except in accordance with rules and regulations promulgated from time to time by WMOA, and except for personal property owned by WMOA.

**Section 6. Sidewalks; Curbs.** No Owner shall paint or otherwise deface the sidewalk, curb or any other part of the Common Area. Each Owner must maintain in clean condition all driveways on the Owner's Lot and all sidewalks, curbs, and gutters in portions of street rights-of-way abutting the Owner's Lot.

**Section 7. Modular and Temporary Structures and Use.** No modular or manufactured home or structure of a temporary character, including but not limited to, trailer, shed, tent, shack, garage, barn or other building, shall be moved to, erected or used on any portion of the Property at any time for a residence, workshop, office, or storage room, either permanently or temporarily. It is prohibited to be domiciled in a mobile home, travel trailer, recreational vehicle or camping trailer on the Property. It is permissible, after written approval from the ACC, to place on a Lot a

temporary portable storage unit, dumpster for construction waste, or portable toilet unit for workers' use during renovation. If written approval for the ACC is not received prior to placement of the aforementioned temporary units, Owners will be subject to a fine pursuant to Article VII, Section 4.

**Section 8. View Obstructions.** WMOA shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any portion of the Property, if the location of the same will, in the reasonable judgment of WMOA, obstruct the vision of a motorist upon any of the private access streets.

**Section 9. Parking and Vehicle Storage.** No part of a vehicle may be parked on a lawn, grass area, or sidewalk. On a street, a vehicle shall not be parked double or directly across the street from another vehicle such that fire trucks and other emergency vehicles cannot pass. A vehicle shall not be parked on-street overnight. A vehicle shall not be parked on a driveway for a period of five days without moving it. A vehicle shall not be parked on blocks. An unregistered vehicle shall not be parked on the Property. A boat, trailer, or commercial or service vehicle (including a vehicle with advertising or writing on a side) on a Lot shall be parked only in an enclosed garage, except for temporary parking while loading, unloading, or furnishing a service to the Lot during daylight hours.

Owners of vehicles including boats, trucks and recreational vehicles may obtain a permit from the WMOA Property Manager to park in the Sports Club parking lot for a period not to exceed 72 hours. Vehicles parked in such designated area are at the Owner's risk.

All garage doors shall be kept closed except when working in the garage, maintaining landscape and lawns, or while a vehicle or other article is being placed in or removed from the garage.

**Section 10. Animals.** No animals shall be kept or allowed to remain on the Property for commercial purposes, including without limitation breeding purposes. All dogs shall be kept on a leash while, outside of the owner's Lot or Dwelling, and shall be under the control of the owner at all times. Any animal which becomes a nuisance to or creates a disturbance for any other resident of the Property or their licensees or invitees may be ordered to be removed from the Property by the Board of Directors of WMOA after reasonable notice to the owner of the animal and a hearing on the issue before the Board.

**Section 11. Gas Tanks; Water Softeners.** No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Dwellings or any ancillary building, and all gas tanks, gas containers, and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative enclosure or other shielding approved by the ACC. Owners may have water softener units installed provided the design, construction and installation location shall have first been approved by the ACC; which approval may be conditioned upon adequate enclosure or other shielding.

**Section 12. Mailboxes; Post Lights; Identification Signs; Awnings.** No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material, no post light, no identification sign displaying names, numbers or the like, and no awning shall be erected or located within the Property unless and until the size, location, design and type of material for same shall have been approved by the ACC. The ACC may promulgate guidelines and/or specifications to which all such items shall conform. All mailboxes and structures supporting them are the property of WMOA. However, each Owner must maintain in clean, neat, and attractive condition, and free of dirt and mold, the mailbox and its supporting structure pertaining to the Owner's Lot.

**Section 13. Garbage/Trash Collection; Mowing.** No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any land or lands contiguous thereto. All trash, garbage, and other refuse shall be stored in containers inside a garage or underground. WMOA reserves the exclusive right to contract for, designate, and control the collection of garbage and trash and may provide one or more sanitary filled areas which shall be the locations permitted for the discard, storage, or disposal of garbage and waste. All Owners, their successors and assigns may be billed a reasonable trash and garbage collection fee. Any Owner who allows a Lot or Parcel, or any other homeowners' association which allows the common areas it is supposed to maintain, to become overgrown, or permits garbage or trash to collect so as to cause unsightliness, or a fire, mosquito, rat or vermin hazard, shall by this covenant permit such portion of the Property to be mowed, ditched, graded or cleaned by WMOA, and reasonable costs shall be assessed, after written notice that such conditions exist and failure to remedy the conditions, and such costs shall be payable by such Owner or association. Such costs, together with interest at the maximum contract rate permitted by law from five (5) days after the date of demand for payment, shall be secured by a lien against the portion of the Property owned by such Owner or managed by such association, as described in Section 9 of Article VI. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by WMOA.

**Section 14. Antennas.** No exterior radio, television or other electronic antennas and aerials shall be allowed, unless installed so as to be completely concealed from public view, such as in attics, and no such devices shall be allowed in the event the same cause interference to the reception of other residents of the Property.

**Section 15. Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

**Section 16. Signs.** No signs shall be displayed within the Property with the exception of a maximum of one "For Sale," "For Rent" and/or "Open for Inspection" sign upon each Lot or Parcel, not exceeding 6 x 8 in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. No portion of such sign may be erected closer than twelve (12) feet to any adjoining property line. Signs may be illuminated by reflection from a light source only (rotating, blinking, flashing, and other lights on the sign are prohibited), and such light source shall not in any way reflect light into any adjoining portion of the Property or



street rights-of-way. None of the preceding prohibitions against signage shall prevent the erection of street signs and traffic signs within the Property by WMOA or the City of Venice.

**Section 17. Obstructions; Fences.** No obstructions such as gates, fences, or hedges shall be placed on the Property so as to prevent access to or use of any of the easements described herein. Any fence, wall or privacy structure within an easement area may be dismantled, WMOA, utility providers or others entitled to use of the easement, at the Owner's expense, for maintenance, erection or replacement of utility facilities. Following completion of construction of any Dwelling, no wall shall be constructed serving such Dwelling, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community, fences are prohibited, except as hereinafter provided. All fences shall be subject to the ACC's approval as to all aspects of design and location, and subject to compliance with all applicable governmental requirements. Non-visible electronic "fences" for pet control are permitted without ACC approval. No fences shall be permitted on the boundary of any portion of a golf course or any Pond (as described in Section 18 below). The exterior side of any fence permitted must be maintained in a clean, attractive manner and may not be constructed or decorated in such a manner as to create a bizarre or aesthetically controversial or annoying effect. So called "spite fences" are specifically prohibited. With the approval of the ACC, temporary fences may, or if required by the ACC shall, be erected as development boundaries.

**Section 18. Ponds.** Any ponds or other water retention areas ("Ponds") constructed by WMOA within the Property shall be part of the Property's drainage facilities. In no event may Owners or residents of the Property or members of the public use such Ponds for swimming, bathing, boating or other recreational purposes, other than fishing, which shall be permitted only by Owners or residents of the Property and their guests. Owners and their guests are not permitted to trespass on private property to access any such Pond.

**Section 19. Wells; Septic Tanks; Oil and Mining Operations.** No water wells or septic tanks may be drilled or maintained on any portion of the Property without the prior written approval of the ACC, which approval may be subject to any conditions deemed necessary or desirable by the ACC. Any approved wells or septic tanks shall be constructed, maintained, operated and utilized in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted within the Property, nor shall any oil wells, tanks, tunnels, derricks, boring apparatus, mineral excavations or shafts be permitted upon or in the Property.

**Section 20. Electrical Interference.** No electrical machinery, devices or apparatus of any sort shall be used or maintained on any portion of the Property which causes interference with the television or radio reception of any other resident of the Property. This provision shall not prevent the use during normal business hours of any equipment required in construction of any improvement upon the Property. No exterior radio, television or other electronic antennas or aerials shall be allowed, unless constructed so as to be completely concealed from public view, such as in attics.

**Section 21. Solar Devices.** Owners must obtain written approval of the ACC prior to the installation of any solar devices. All proposals for the installation of any solar device shall meet all federal and state laws and guidelines.

**Section 22. Above Ground Pools.** Absolutely no above ground pools shall be constructed or permitted to remain within the Property, except for hot tubs, therapy pods or hydra spas approved by the ACC.

**Section 23. Landscape.** The addition or removal of trees, ornamental shrubbery and others such as ornamental figurines, statues, birdbaths, and fountains must have a permit granted by the ACC. Ornaments cannot be visible between the house and street. Existing, unapproved, ornaments must be removed upon transfer of ownership. Each residential property shall possess and maintain no less than three trees with a minimum of ten (10) feet in height.

That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flower bed, driveway or walkway, shall be sodded with St. Augustine-Floritam grass. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seeds.

**Section 24. Rules and Regulations.** Reasonable rules and regulations concerning the appearance and use of the Lots, Dwellings or Parcels and Common Area and consistent with the terms of this Declaration, may be made and amended from time to time by the Board of Directors and WMOA in the manner provided in the Articles and Bylaws. If a rule or regulation promulgated by WMOA shall conflict with a rule or regulation promulgated by the Board of Directors, the Board of Directors' rule or regulation shall be null and void but only to the extent in conflict with WMOA's rule or regulation. Copies of such rules and regulations shall be made available to all Owners upon request. All Owners, their families, invitees and lessees shall use the Common Area only in accordance with such rules and regulations.

**Section 25. Hurricane Shutters.** The installation of hurricane shutters/panels must be reviewed and approved by the ACC. See-through type hurricane shutter/panels for all doors and windows facing the street may be put in place beginning May 1 until December 1. Other types of hurricane shutters/panels may only be put in place to cover the doors or windows facing the street when a weather bureau storm warning is issued and must be removed from such doors and windows within 72 hours after the storm has passed. All shutters/panels must blend with the color of the house.

**Section 26. Maintenance.** Maintenance/repair/upkeep of each resident's property is essential for Waterford to maintain its aesthetic and economic value. Therefore, all property owners shall maintain their property in accordance with the following guidelines promulgated by WMOA - ACC. Failure to comply may result in a fine as set forth in Article VII, Section 4 of these Declarations.

- (a) Roofs shall be kept in a clean condition.

(b) Home exteriors, including walls shall be clean and free of mildew and be repaired and painted as required.

(c) Cages shall be clean and in proper repair.

(d) Light posts are to be kept in working condition and repainted or replaced as necessary.

(e) Lots are to be mowed, trimmed, weeded and maintained, including street rights of way to the curb.

(f) An Owner whose Lot abuts a lake or pond (or a portion of the Common Area containing a lake or pond) is responsible for maintenance of the Lot to the water's edge, as well any portion of the Common Area between the Lot and the water's edge.

(g) Landscaped Areas - flowerbeds, shrubs and trees are to be trimmed, weeded, mulched and if removed replaced.

(h) Each Owner shall maintain the underground irrigation system on the Owner's Lot in good working order.

(i) No garden or lawn tools, bags of mulch, etc. are allowed if visible from the street.

(j) The ACC may adopt rules restricting outdoor fires.

(k) A request for Permit and Variance must be submitted to the ACC for any landscape changes.

(l) Roofs shall be of glazed or cement tile or other roofing materials with very similar appearance. Exact color and materials specifications of proposed replacement roofs shall be in keeping with the character of the community and subject to ACC approval as provided in these Declarations.

**Section 27. Unsightly Objects.** All unsightly objects, including but not limited to: side pads, air conditioning equipment, garbage cans, pumps, water softeners, irrigation equipment, pool equipment, compressors and outdoor grills (gas, electric, or charcoal) shall be constructed or stored in such fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the ACC.

**Section 28. Rentals.** Each lease made as to any Dwelling shall be subject to the prior written approval of WMOA, which shall not be unreasonably withheld and shall bind the tenant to abide by the terms of this Declaration and all applicable rules and regulations affecting the Property. All leases shall be subordinate to the lien rights of WMOA as set forth herein, whether or not any notice of lien has been given or recorded prior to the making of any such lease. WMOA shall be provided with a copy of each proposed lease for approval as aforesaid and may collect an administrative fee up to \$25.00 in connection with review of each lease submitted.

WMOA shall approve or disapprove any lease submitted within fifteen (15) days; failure of WMOA to take action shall be deemed approval of the lease as submitted. The signature of any officer of WMOA on a document approving or disapproving any lease shall be binding on WMOA as to the matter set forth in said document. No Dwelling shall be leased for a term of less than three (3) months. The right to use the Common Area shall pass to each tenant of a Dwelling, whether or not mentioned in any lease agreement, and the Owner shall not be entitled to the Common Area during any period that the Dwelling is leased. No Dwelling, which is under lease from the Owner shall be occupied by more than two (2) persons for each bedroom in the Dwelling; this occupancy restriction shall apply only to tenants and not to Owners residing in a Dwelling.

## **ARTICLE IX**

### **MERGERS**

**Section 1. Mergers.** Upon a merger or consolidation of WMOA with another non-profit corporation as provided in its Articles, WMOA's property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other nonprofit corporation may, by operation of law, be added to the property, rights and obligations of WMOA as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other land, as one scheme. No such merger or consolidation, however, shall of itself effect any revocation, change or addition to the covenants established by this Declaration within the Property. No such merger or consolidation shall be effective unless approved by sixty-six percent (66%) of the vote of members of WMOA present in person or by proxy at a meeting of members called for such purpose at which a quorum is present.

**Section 2. Impact on Owners.** No addition to the Property shall revoke or diminish the rights of the Owners of the Property to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Property the right to use the Common Area according to the terms and conditions established hereunder, and the right to vote and the duty to pay assessments as herein provided.

## **ARTICLE X**

### **GENERAL PROVISIONS**

**Section 1. Deed Restrictions.** WMOA (or separate homeowners' associations which may be created in relations to each set of such deed restrictions hereunder) shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it. Nothing contained in this Section 1 shall require any person or entity to impose uniform deed restrictions, or to impose deed restrictions of any kind or any part of the Property.

**Section 2. Enforcement.** WMOA, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article X. Further, WMOA shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as may be reasonably necessary to cure the default of any Owner or other entity which fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting party on demand, and shall be secured by a lien in favor of WMOA, as the case may be, on the defaulting party's portion of the Property, as described in Article VI, Section 9. Failure of WMOA, the ACC or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter.

If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees incurred by the party enforcing them, all of which shall be secured by a lien in favor of the enforcing party, against the defaulting party's portion of the property, as described in Article VI, Section 9. WMOA shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

**Section 3. Interpretation.** Unless the context otherwise requires, wherever used herein, the singular form shall include the plural and vice versa; the use of one gender shall include all genders; the use of the term "including" shall mean "including without limitation; "and the use of the term "attorneys' fees", shall mean fees and costs of attorneys and legal assistants incurred on appeal or otherwise and whether or not suit is filed. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**Section 4. Severability.** Invalidation of anyone of these covenants or restrictions by law, judgment or court order shall in no way affect any other provisions, and such shall remain in full force and effect.

**Section 5. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years unless terminated by the vote of sixty-six percent (66%) of the voting interests of the membership present, in person or by proxy, at a meeting called for such purpose. This Declaration may be amended during the first twenty (20) year period or any subsequent twenty (20) year period by an instrument signed either by: (i) WMOA as provided in Section 6 of this Article X; or (ii) Owners holding not less than sixty-six percent (66%) of the votes; or (iii) by the duly authorized officers of WMOA provided such amendment by WMOA's officers has been approved by at least sixty-six percent (66%) of the total votes cast in person or by proxy at a regular or special member's meeting.

**Section 6. Exception.** Notwithstanding any provision to the contrary, WMOA shall have the right but not the obligation, to amend this Declaration from time to time for a period of ten (10) years from the date of its recording to make (i) such changes, modifications and additions therein and thereto as may be necessary or desirable, in WMOA's sole opinion, provided that the character of the development on the Property is not materially altered thereby, and also (ii) any changes, modifications or additions as may be requested or required by the FHA, VA, FNMA, GNMA, or any other governmental agency or body ("Governmental Agency") as a condition to, or in connection with, such Governmental Agency's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on any portion of the Property or any interest therein. Any such amendment shall be executed only by WMOA and shall be effective upon its recording; no approval of or joinder in such amendment by WMOA, other Owners, or any other party shall be required or necessary.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary of the Waterford Master Owners Association, Inc., have hereunto set our hands this 27 day of April, 2017.

Signed, sealed and delivered  
In the presence of:

WITNESSES:

[Signature]  
Print Name: JOHN LASKY

[Signature]  
Pamela Schierberg, President

[Signature]  
Print Name: Sherry Kelly

[Signature]  
Print Name: Barbara Higel

[Signature]  
Robert Stambaugh, Secretary

[Signature]  
Print Name: Kimberly LeBlanc

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by Pamela Schierberg, President, and Robert Stambaugh, Secretary, of Waterford Master Owners Association, Inc., a Florida non-profit corporation, who are personally known to me.



[Signature]  
Notary Public  
Shannon L. Buckley  
Typed, printed or stamped name of Notary  
My Commission Expires:

(Affix Notarial Seal)

10-9

CONFIRMING OMISSION ON PLAT IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.141

STATE OF FLORIDA )  
 ) S.S.  
 COUNTY OF SARASOTA )

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ROBERT A. CAMPBELL, WHO AFTER BEING DULY SWORN, DEPOSES AND SAYS AS FOLLOWS:

1. THAT HE IS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF FLORIDA, HOLDING CERTIFICATE NO. 1982.
2. THAT, UNDER HIS DIRECTION, THE PLAT OF WATERFORD WAS PREPARED AND SUBSEQUENTLY RECORDED IN PLAT BOOK 33 AT PAGES 15 THRU 15"0" OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THAT HE EXECUTED THE "CERTIFICATE OF SURVEYOR" ON SAID PLAT.
3. THAT OMISSIONS EXIST AS FOLLOWS:
  - A. "LAKE TRACT 10" ON SHEET 5 OF 16, FAILS TO SHOW THE DISTANCE BETWEEN PARALLEL LINES AT THE NORTHERLY END. THE DISTANCE IS 50 FEET.
  - B. ON THE SAME "LAKE TRACT 10" AT THE NORTHERLY END, THE LINE WHOSE LENGTH IS 192.29 FEET SHOULD SHOW A BEARING OF S 9°56'45"E.
  - C. SHEET 7 OF 16 FAILS TO SHOW A PERMANENT REFERENCE MONUMENT SET ON THE WEST LINE OF SECTION 33 AT THE SOUTH LINE OF KILPATRICK ROAD. ALSO FAILS TO SHOW ANOTHER P.R.M. SET ON SAID LINE 633.24 FEET NORTH OF THE PREVIOUSLY MENTIONED P.R.M. A THIRD P.R.M. WAS FOUND AND SHOULD BE SHOWN AT THE EAST END OF THE 1319.55 FOOT LINE.
  - D. ON PAGE 8 OF 16, PERMANENT REFERENCE MONUMENTS SHOULD HAVE BEEN SHOWN FOUND AS FOLLOWS:
    1. THE SOUTHWEST CORNER OF LOT 108
    2. THE SOUTHERLY MOST CORNER OF LOT 112
    3. THE NORTHWEST CORNER OF LOT 117
    4. THE NORTHEAST CORNER OF LOT 118
    5. THE SOUTHEAST CORNER OF LOT 174
    6. THE ANGLE POINT IN THE EASTERLY LINE OF LOT 169
    7. ON THE SUBDIVISION BOUNDARY AT THE WEST END OF THE 1313.02 FOOT LINE
  - E. ON SHEET 10 OF 16, PERMANENT REFERENCE MONUMENTS SHOULD HAVE BEEN SHOWN FOUND AS FOLLOWS:
    1. THE SOUTHWEST CORNER OF LOT 1
    2. THE POINT OF CURVE IN THE WESTERLY LINE OF LOT 3
    3. THE POINT OF CURVE IN THE EASTERLY LINE OF LOT 5
    4. THE SOUTHEAST CORNER OF LOT 7
    5. THE WESTERLYMOST CORNER OF LOT 8
    6. THE POINT OF CURVE IN THE NORTHERLY LINE OF LOT 10
  - F. ON SHEET 11 OF 16, PERMANENT REFERENCE MONUMENTS SHOULD HAVE BEEN SHOWN FOUND AS FOLLOWS:
    1. THE NORTHWEST & SOUTHWEST CORNERS OF LOT 65
    2. THE SOUTHERLYMOST CORNER OF LOT 62
    3. AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 33 AND THE SOUTHWESTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75.
    4. LEADERS SHOULD HAVE CONFINED CURVE (8) ONLY TO THE EASTERLY LINES OF LOTS 15, 16 & 17.
  - G. ON SHEET 14 OF 16, PERMANENT REFERENCE MONUMENTS SHOULD HAVE BEEN SHOWN FOUND AS FOLLOWS:
    1. THE NORTHERLYMOST CORNER OF LOT 107
    2. THE NORTHERLYMOST CORNER OF LOT 105
    3. THE NORTHERLYMOST CORNER OF LOT 99
    4. AT THE ANGLE POINT IN THE EASTERLY LINE OF LOT 169
    5. THE EASTERLYMOST CORNER OF LOT 166
    6. THE EASTERLYMOST CORNER OF LOT 163
    7. THE SOUTHEAST CORNER OF LOT 161
    8. THE SOUTHEAST CORNER OF LOT 159
    9. THE SOUTHERLY CORNER OF LOT 160
  - H. ON SHEET 15 OF 16, THE THREE (3) ROADWAYS KNOWN AS SLANE COURT, MOONCOIN DRIVE AND VALLEY SHANNON DRIVE SHOULD HAVE BEEN MARKED AS "INGRESS, EGRESS AND UTILITY EASEMENT."

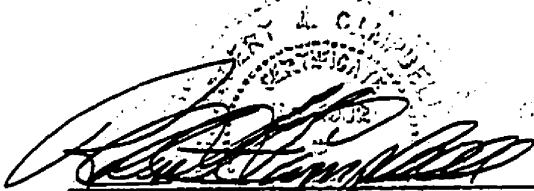
\*\* OFFICIAL RECORDS \*\*  
 BOOK 2301 PAGE 1996



SURVEYOR'S AFFIDAVIT -CONT.- PAGE TWO


CONFIRMING OMISSION ON PLAT IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.141  
PLAT OF WATERFORD

4. THAT HE HAS RE-SURVEYED THE SUBJECT PROPERTY IN THE LAST TEN (10) DAYS AND FOUND NO  
EVIDENCE EXISTING ON THE GROUND THAT WOULD CONFLICT WITH THE CORRECTIONS AS STATED IN  
THIS AFFIDAVIT.

  
ROBERT A. CAMPBELL, R.L.S.  
FLORIDA SURVEYORS REGISTRATION NO. 1982

\*\* OFFICIAL RECORDS \*\*  
BOOK 2301  
PAGE 1997

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27th DAY OF May A.D. 1991.

  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Notary Public, State Of Florida At Large  
My Commission Expires Oct. 20, 1991.  
Bonded By SA/ECO Insurance Company of America

PREPARED BY & RETURN TO: ROBERT A. CAMPBELL, R.L.S.  
CAMPBELL CONSULTANTS INC.  
5601 116TH AVENUE NORTH  
CLEARWATER, FLORIDA 34620

RECORDED IN OFFICIAL  
RECORDS  
RECORDED  
MAY 31 4 52 PM '91  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.

SURVEYOR'S AFFIDAVIT

91054005

Confirming Error on Plat  
In Accordance With Florida  
Statutes Chapter 177.141

STATE OF FLORIDA      S.S.  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared  
Robert A. Campbell, who after being duly sworn, deposes and says as follows:

1. That he is a Professional Land Surveyor in the State of Florida, holding Certificate No. 1982.
2. That, under his direction, the plat of WATERFORD was prepared and subsequently recorded in Plat Book 33 at Page 15 through 15-0 of the Public Records of Sarasota County, Florida and that he executed the "Certificate of Surveyor" on said plat.
3. That errors exist as follows:

A) ERROR:

Legal description on sheet 1 of 16, the fifth (5) line down, next to the last word reads "Westerly".

CORRECTION: Should read: Easterly

B) ERROR:

In the Certificate of Ownership and dedication and the Certificate of Consent to Dedicate on Page 2 of 16, the Vice Presidents name reads "Alex Buck".

CORRECTION: Should read: "Alexander L. Buck".

C) ERROR:

The southeast corner of the plat on sheet 11 of 16 reads  
S.E.  $\frac{1}{4}$  Cor. Sec. 33-38-19  
N.E.  $\frac{1}{4}$  Cor. Sec. 4-39-19

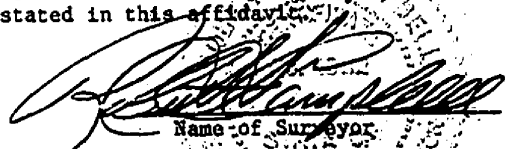
CORRECTION: Should read:

S.E. Cor. Sec. 33-38-19  
N.E. Cor. Sec. 4-39-19

4. That he has re-surveyed the subject property in the last ten (10) days and found no evidence existing on the ground that would conflict with the corrections as stated in this affidavit.

\*\* OFFICIAL RECORDS \*\*  
BOOK 2301 PAGE 1998

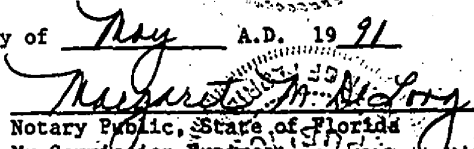
RECORDED IN OFFICIAL RECORDS  
MAY 31 4 52 PM '91  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.



Name of Surveyor

Professional Land Surveyor No. 1982  
STATE OF FLORIDA

SWORN TO AND SUBSCRIBED before me on this 29th day of May A.D. 19 91



Notary Public, State of Florida  
My Commission Expires Oct. 20, 1991  
My Commission Expires Oct. 20, 1991  
Sponsored by SAICCO Insurance Company of America

NOTE: It is requested that, subsequent to the recording of this Affidavit, the Clerk make a marginal notation on the face of the desk copy of said plat referencing this Affidavit.

RETURN TO: CAMPBELL CONSULTANTS INC.  
5601 116TH AVENUE NORTH  
CLEARWATER, FLORIDA 34620

3750

\*\* OFFICIAL RECORDS \*\*  
BOOK 2229  
PAGE 2620

DECLARATION OF RESTRICTIONS  
FOR A PORTION OF TRACT "I" OF WATERFORD

THIS INSTRUMENT is made this 9<sup>th</sup> day of July, 1990, by ACE LAND DEVELOPMENT CORPORATION, a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of property subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Waterford, recorded in O.R. Book 2033, at Pages 1922 through 1950, inclusive, of the Public Records of Sarasota County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions pertaining to a portion of the land described in the Master Declaration, which portion is described in Exhibit "A" attached hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the terms of which are incorporated by reference and the defined terms of which shall be used herein unless otherwise specifically provided, the following land use provisions are imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision shall be developed only as single family detached residences.

2. Architectural Control. No dwelling, building, wall, fence, pavement, swimming pool or other structure or improvement of any nature shall be erected, placed or altered on or removed from any portion of the Property until the construction plans and specifications, plot plan, tree survey or map showing all existing trees and those trees intended to be removed, and landscaping, drainage and irrigation plans (collectively, "Plans") showing the location of all structures and improvements shall have been approved in writing by the Architectural Control Committee described in the Master Declaration. Each structure or improvement of any nature shall be erected, placed, altered or removed only in accordance with the Plans so approved. Refusal of approval of Plans may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the Committee seem sufficient. The Committee may condition its approval on such matters as it may deem appropriate, such as (but not limited to) replacement of trees removed with trees of a certain size or type. Without limiting the foregoing, any change in the exterior appearance of any dwelling, building, wall, fence, pavement, swimming pool, other structure or improvement, any material change in landscaping, and any change in the finished ground elevation, shall be a change requiring approval under this Section 3. All Plans shall conform with the provisions of Sections 8 through 19 below. Plans shall be submitted to the Committee for approval and in the event the Committee shall fail to approve or disapprove any Plans within thirty (30) days of submission, evidenced by a written acknowledgment of receipt, approval of such Plans shall be deemed given. Prior to proceeding with any of the above, the Owner thereof or the builder, as Owner's agent, shall apply to the Architectural Control Committee for an approval to commence ("A.C."), such application to be made on forms promulgated by the Committee. Once the Plans are approved, the Architectural Control Committee shall issue an A.C. for such Plans which the Owner shall submit to the City of Venice at the time Owner applies for a building permit. The A.C. may be relied upon by the City of Venice as evidence that the Committee has approved the Plans described therein and may be a condition to issuance of a building permit by the City of Venice.

✓ As prepared by and returned to:  
ACE LAND DEVELOPMENT CORPORATION  
1501 Waterford Drive, Venice, FL 34292

3. Use of Dwelling as Model or Office. No dwelling may be operated as a model or office (furnished or unfurnished) by a builder unless specific approval is granted by the Architectural Control Committee. Such approval ("Model Approval") may be granted only for specific time periods, and shall be given only to a builder which has purchased or has under contract a minimum number of Lots in the Subdivision, such minimum to be established and/or changed by the Committee from time to time, at its sole discretion.

4. Restrictions on Use of Dwelling as Model. Each Model Approval granted pursuant to Section 3 above shall be subject to the following requirements and restrictions:

a. All models shall be fully furnished.

b. All models shall be staffed and open at least during the following periods:

	<u>MAY 2 - SEPTEMBER 30</u>	<u>OCTOBER 1 - MAY 1</u>
Monday - Friday	10:00 a.m. - 5:00 p.m.	9:00 a.m. - 6:00 p.m.
Saturday & Sunday	12:30 p.m. - 5:00 p.m.	9:00 a.m. - 6:00 p.m.

c. It shall be optional for a model to be open only for the following holidays: Memorial Day (Monday), Independence Day, Labor Day (Monday), Thanksgiving Day, Christmas Day and New Years Day.

5. Construction Signs and Permits. All builders' signs shall be staked neatly in the ground, and the Owner's name, if other than the builder, shall be displayed on the builder's sign. All permit boxes shall be of fiberglass construction, with the builder's name in "Waterford" green. No builder's logos shall be permitted on the permit boxes.

6. Builder's Penalty for Violation of Restrictions. Any builder in violation of any restriction, including but not limited to the restrictions set forth in Sections 4, 5 and 6 above, shall be liable for liquidated damages, payable to the Developer, in the amount of One Hundred Dollars (\$100.00) per day for each day the builder is in violation after written notice of such violation is given to builder by the Architectural Control Committee. In addition, the Architectural Control Committee may withhold the A.C. or the C.A. defined, respectively, in Sections 3 and 8 hereof.

7. Certificate of Approval. Upon completion of a dwelling, the Owner thereof or the builder of the dwelling, as the Owner's agent, shall apply to the Architectural Control Committee for a certificate of approval ("C.A.") for the completed dwelling, such application to be made on forms promulgated by the Committee. Within five (5) working days following the receipt of each application for a C.A., the Committee shall issue the C.A. or shall advise the applicant by telephone of any deficiencies in the application or other reason for denial of the C.A. The C.A. may be relied upon by the City of Venice as evidence that the Committee has approved construction of the dwelling described therein and may be a condition to issuance of a certificate of occupancy by the City of Venice.

8. Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of a single family dwelling unit built or to be built upon a Lot shall be considered a part of the "dwelling," including without limitation overhanging roofs. No part of any dwelling (exclusive of overhanging roofs) shall be located nearer than: (a) twenty feet (20') from any point on the front lot line of any Lot; or (b) ten feet (10') from any point on the rear lot line of any Lot, except that Lots sharing a common rear lot line shall each have a fifteen foot (15') setback from the rear lot line, and provided

that lots adjacent to water or drainage areas are more specifically treated below. No part of any dwelling (including overhanging roofs) shall be located nearer than five feet (5') from any point on the side lot line of any Lot. In the event the rear lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the dwelling (exclusive of overhanging roofs) shall be nearer than ten feet (10') from any point on said rear lot line or any point on said body of water, whichever is closer to the dwelling (exclusive of overhanging roofs).

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

a. All roofs of dwellings shall be of glazed or cement tile, unless otherwise approved by the Developer in writing. No aluminium roofs shall be permitted.

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

c. Each dwelling shall have a ground floor heated and cooled living area of not less than 2,200 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

d. All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in Section 2 above.

e. No carports shall be permitted anywhere in the Subdivision.

10. Unightly Objects. All unightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in Section 2 above.

11. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

12. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

13. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

14. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in Section 2, all irrigation plans are subject to Architectural Control Committee approval.

15. Drainage System. As provided in Section 2, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

17. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

18. Waterfront Lots. The Owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

19. Combined Lot Construction. Notwithstanding the setback provisions of Section 8 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record,

including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 8 of this Declaration shall again apply to and control construction upon the Lots.

20. Timing of Construction of the Dwelling. As to all Lots, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

21. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

22. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

23. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the

provisions of Sections 20 and 21 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 20 and 21 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 20 and 21, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

24. Assignment of Developer's Rights. The Developer's rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "I" of Waterford is executed the day and year first above written.

WITNESSES:

ACE LAND DEVELOPMENT  
CORPORATION, a Florida  
corporation

Jayne Louise  
Notary Public

By: Michael W. Miller  
Michael W. Miller  
President

(Corporate Seal)

STATE OF FLORIDA )

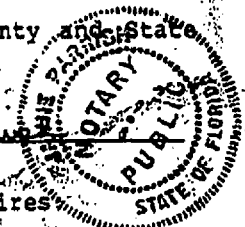
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of ACE LAND DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under the authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9<sup>th</sup> day of July, 1990.

Jayne Louise  
Notary Public

My commission expires



061290 d-6  
911\GAT\30884ASDR1

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 23, 1990  
BONDED THRU AGENT'S NOTARY BROKERAGE



LEGAL DESCRIPTION  
BRENNER PARK - WATERFORD

A PORTION OF TRACT "I" TOGETHER WITH A PORTION OF TRACT "G" TOGETHER WITH A PORTION OF LAKE TRACT 11, FLAT OF WATERFORD, AS RECORDED IN PLAT BOOK 33, PAGES 15 THROUGH 15 O, PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA AND LYING IN SECTION 4, TOWNSHIP 39 SOUTH, RANGE 19 EAST. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE AFOREMENTIONED TRACT "I"; THENCE FROM SAID POINT ALONG THE NORTHERLY, EASTERLY AND SOUTHERLY BOUNDARY LINES OF SAID TRACT THE FOLLOWING NINE (9) COURSES:

1) N 84°15'51" E, 104.73 FEET; 2) N 89°58'29" E, 301.44 FEET; 3) S 00°01'51" E, 1635.32 FEET; 4) N 76°15'57" W, 207.43 FEET; 5) S 85°29'40" W, 175.47 FEET; 6) S 75°56'31" W, 69.07 FEET; 7) S 85°46'52" W, 87.68 FEET; 8) N 82°45'24" W, 205.59 FEET; 9) N 17°20'32" E, 100.00 FEET; THENCE N 12°13'40" W, 36.58 FEET; THENCE S 89°52'47" W, 43.27 FEET; THENCE N 00°07'13" W, 50.00 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE AFOREMENTIONED TRACT "I"; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) N 40°07'57" E, 76.40 FEET; 2) N 89°52'47" E, 151.51 FEET; 3) N 24°45'54" E, 402.88 FEET; THENCE N 15°25'41" E, 235.28 FEET; THENCE N 00°53'34" E, 389.11 FEET TO A POINT IN THE WESTERLY BOUNDARY LINE OF THE AFORESAID TRACT "I"; THENCE N 13°38'12" W, ALONG SAID LINE 375.61 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.  
CONTAINING 15.9577 ACRES, MORE OR LESS.

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

CONSENT AND JOINDER OF MORTGAGEE

BARNETT BANK OF SOUTHWEST FLORIDA, a Florida banking corporation, as mortgagee pursuant to a mortgage recorded in O.R. Book 2220, Page 1811, of the Public Records of Sarasota County, Florida, hereby consents to and joins in the foregoing instrument and agrees that its interest under said mortgage shall be subject to the terms and conditions of said instrument.

Dated: JULY 10, 1990

WITNESSES:

Michelle A. Higer  
Alice M. Conrad

By: E. Carl Goff  
As: VICE PRESIDENT  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 10TH day of JULY, 1990, by E. CARL GOFF as VICE PRESIDENT of BARNETT BANK OF SOUTHWEST FLORIDA, a Florida banking corporation, on behalf of said corporation.

Michelle A. Higer  
Notary Public

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 12, 1991  
BONDED THROUGH NOTARY PUBLIC

060890 d-1  
911\SSW\12192MACJ1  
83965

RECORDED IN OFFICIAL  
RECORDS  
RECORD RECEIVED  
JUL 30 2 03 PM '90  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

10:50

**DECLARATION OF RESTRICTIONS  
FOR A PORTION OF TRACT "I" OF WATERFORD**

**91079473**

**\*\* OFFICIAL RECORDS \*\*  
BOOK 2319 PAGE 1733**

THIS INSTRUMENT is made this 1 day of August, 1991, by ACE LAND DEVELOPMENT CORPORATION, a Florida corporation ("Developer").

**W I T N E S S E T H**

WHEREAS, Developer is the owner of property subject to the provisions of the Declaration of Restrictions for Tract "I", recorded in O.R. Book 2229, at Pages 2620 through 2627, inclusive, of the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, Developer wishes to add additional restrictions pertaining to a portion of the land described in the Declaration of Restrictions for Tract "I", which portion is described in Exhibit "A" attached hereto and made a part hereof (the "Lots");

NOW, THEREFORE, pursuant to paragraph 2, ARCHITECTURAL CONTROL of the above mentioned restrictions, and in addition to the provisions of the Declaration of Restrictions for a portion of Tract "I", the terms of which are incorporated by reference and the defined terms of which shall be used herein unless otherwise specifically provided, the following land use provision is imposed upon and shall apply to the Lots:

The developer has constructed a concrete block and stucco perimeter wall along the rear property line of the Lots. The maintenance, repair and replacement of the wall shall be the obligation of, and shall be undertaken by, the respective owners of the Lots.

Upon a majority vote of the lot owners or within fifteen (15) days from written request by the Waterford Master Owner's Association, the Owners of the Lots shall arrange for the uniform maintenance and/or repair of the wall. Each Lot owner shall bear their proportionate share of the cost associated with the above mentioned work. Proportionate share shall be determined by dividing the total cost associated with the work by the number of Lots. Failure of Lot owners to bear their proportionate share of the costs shall result in the Waterford Master Owner's Association performing the work and assessing a lien on the Lots for repayment.

The intent of this declaration is to provide for the continued collective, uniform and aesthetic maintenance, repair and replacement of the wall. Any change in the color, appearance or structure of the wall shall require approval of the Waterford Master Owners Association Architectural Control Committee.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "I" of Waterford is executed the day and year first above written.

124  
First American Title Company  
of Florida, Inc.  
1978 South Tamiami Trail  
Venice, Florida 34293  
FAX 497-4144  
(813) 493-7311

WITNESSES:

[Signature]  
[Signature]

ACE LAND DEVELOPMENT CORPORATION,  
a Florida corporation

By: [Signature]  
Michael W. Miller  
President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of ACE LAND DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under the authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 1991.

[Signature]  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 28, 1993  
BONDED THROUGH AGENT'S NOTARY BROKERAGE

REF:

EXHIBIT "A"

Lots 18 through 28 inclusive and lot 30, Plat of Brenner Park as recorded in Plat Book

34, Pages 28 - 28A, Public Records, Sarasota County, Florida.

misc/exhibita

\*\* OFFICIAL RECORDS \*\*  
BOOK 2319 PAGE 1734

X  
REORDERED & OFFICIAL  
RECORDED  
RECORDED  
Aug 1 2 51 PM '91  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.

FIRST AMENDMENT TO DECLARATIONS OF RESTRICTIONS FOR A PORTION OF TRACT "I" OF WATERFORD

\*\* OFFICIAL RECORDS \*\* BOOK 2363 PAGE 2854

THIS AMENDMENT is made this 21 day of January, 1992, by ACE Land Development Corporation, a Florida Corporation, in order to modify certain terms of the DECLARATION OF RESTRICTIONS FOR a portion of Tract "I" Lots 1 through 30, OF WATERFORD, recorded in O.R. Book 2229, Pages 2620-2627 and in O.R. Book 2319, pages 1733 and 1734 in the Public Records of Sarasota County, Florida ("The Restrictions").

Paragraph 20 Timing of Construction of the Dwelling is hereby amended as follows:

20. Timing of Construction of the Dwelling. As to all Lots, (i) FIFTY-FOUR (54) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, or (iii) TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE OF THE LOT FROM THE OWNER TO ANOTHER PARTY IN AN ARMS-LENGTH TRANSACTION, WHICHEVER IS LATER. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a sale of Lots is made to a party such as a builder, or where the Owner has made good faith diligent efforts to commence such construction but timely commencement is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

IN WITNESS WHEREOF, the undersigned has caused their AMENDMENT to be executed by their duly authorized officer and affixed their corporate seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

[Handwritten signatures of Michael W. Miller and Shawn R. McIntyre]

ACE LAND DEVELOPMENT CORPORATION a Florida corporation

By: Michael W. Miller President

Attest: Shawn R. McIntyre Secretary

(Corporate Seal)

RECORDED IN OFFICIAL RECORDS FILED JAN 29 4 55 PM 1992

NOT TO: FIRST AMERICAN TITLE CO. OF FL, INC. 1978 SOUTH TAHITIAMI TRAIL VENICE, FLORIDA 34293

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of January, 1992, by Michael W. Miller and Shawn R. McIntyre, as President and Secretary respectively of Ace Land Development Corp., a Florida corporation on behalf of the corporation. They are personally known to me and did not take an oath.

Lori Conover Notary Public Commission Number: CC 159145 My Commission Expires:

bjm/amend

Notary Public, State of Florida at Large My Commission Expires Nov. 11, 1995 Bonded thru Agent's Notary Brokerage

46700  
11.00.012

PREPARED BY: Return to:  
✓ ACE LAND DEV CORP  
1501 Waterford Drive  
Venice FL 34292  
(813) 485-5263

5

94014480

**DECLARATION OF RESTRICTIONS  
FOR A PORTION OF TRACT "I" OF WATERFORD**

THIS INSTRUMENT is made this 12 day of January, 1994 by ACE LAND DEVELOPMENT CORPORATION, a Florida corporation ("Developer").

**WITNESSETH:**

WHEREAS, Developer is the owner of property subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Waterford, recorded in O.R. Book 2033, at Pages 1922 through 1950, inclusive, of the Public Records of Sarasota County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions pertaining to a portion of the land described in the Master Declaration, which portion is described in Exhibit "A" attached hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the terms of which are incorporated by reference and the defined terms of which shall be used herein unless otherwise specifically provided, the following land use provisions are imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision shall be developed only as single family detached residences.

2. Architectural Control. No dwelling, building, wall, fence, pavement, swimming pool or other structure or improvement of any nature shall be erected, placed or altered on or removed from any portion of the Property until the construction plans and specifications, plot plan, tree survey or map showing all existing trees and those trees intended to be removed, and landscaping, drainage and irrigation plans (collectively, "Plans") showing the location of all structures and improvements shall have been approved in writing by the Architectural Control Committee described in the Master Declaration. Each structure or improvement of any nature shall be erected, placed, altered or removed only in accordance with the Plans so approved. Refusal of approval of Plans may be based on any grounds, including purely aesthetic grounds, which in the reasonable discretion of the Committee seem sufficient. The Committee may condition its approval on such matters as it may deem appropriate, such as (but not limited to) replacement of trees removed with trees of a certain size or type. Without limiting the foregoing, any change in the exterior appearance of any dwelling, building, wall, fence, pavement, swimming pool, other structure or improvement, any material change in landscaping, and any change in the finished ground elevation, shall be a change requiring approval under this Section 2. All Plans shall conform with the provisions of Sections 7 through 16 below. Plans shall be submitted to the Committee

•• OFFICIAL RECORDS ••  
BOOK 2597  
PAGE 1074

for approval and in the event the Committee shall fail to approve or disapprove any Plans within thirty (30) days of submission, evidenced by a written acknowledgment of receipt, approval of such Plans shall be deemed given. Prior to proceeding with any of the above, the Owner thereof or the builder, as Owner's agent, shall apply to the Architectural Control Committee for an approval to commence ("A.C."), such application to be made on forms promulgated by the Committee. Once the Plans are approved, the Architectural Control Committee shall issue an A.C. for such Plans which the Owner shall submit to the City of Venice at the time the Owner applies for a building permit. All improvements constructed within the Subdivision must comply with applicable laws, rules and ordinances, and it is the responsibility of the Owner to assure such compliance as to such Owner's Lot. Specific references herein to compliance with certain laws, rules or ordinances shall be without limitation of the preceding sentence. Approval of Plans by the Architectural Control Committee shall not be deemed an assurance that the Plans comply with applicable laws, rules and ordinances, and the Committee shall have no responsibility whatsoever to assure such compliance.

3. Use of Dwelling as Model or Office. No dwelling may be operated as a model or office (furnished or unfurnished) by a builder unless specific approval is granted by the Architectural Control Committee. Such approval may be granted only for specific time periods, and shall be given only to a builder which has purchased or has under contract a minimum number of Lots in the Subdivision, such minimum to be established and/or changed by the Committee from time to time, at its sole discretion.

4. Construction Signs, Permits and Trash Receptacles. All builders' signs shall be staked neatly in the ground, and the Owner's name, if other than the builder, shall be displayed on the builder's sign. All permit boxes shall be of fiberglass construction, with the builder's name in "Waterford" green. No builder's logos shall be permitted on the permit boxes. As soon as construction of a dwelling is commenced, and until final cleanup of the Lot after completion of such construction, the builder of such dwelling shall maintain an industrial trash receptacle on such Lot and shall maintain the Lot in a reasonably neat and orderly condition, including but not limited to the daily collection and deposit of all construction debris in said trash receptacle and the prompt emptying of said receptacle when it is full.

5. Builder's Penalty for Violation of Restrictions. Any builder in violation of any restriction, including but not limited to the restrictions set forth in Sections 3 and 4 above, shall be liable for liquidated damages, payable to the Developer, in the amount of One Hundred dollars (\$100.00) per day for each day the builder is in violation after written notice of such violation is given to such builder by the Architectural Control Committee. In addition, the Architectural Control Committee may withhold the A.C. or the C.A. defined respectively, in Section 2 and 6 hereof, as to any dwelling on a Lot which is not in compliance with Sections 3 and 4 above.

6. Certificate of Approval. Upon completion of a dwelling, the Owner thereof or the builder of the dwelling, as the Owner's agent, shall apply to the Architectural Control Committee for a certificate of approval ("C.A.") for the completed dwelling, such application to be made on forms promulgated by the Committee. Within five (5) working days following the receipt of each application for a C.A., the Committee shall issue the C.A. or shall advise the applicant by telephone of any deficiencies in the application or other reason for denial of the C.A. If any one or more persons occupy a dwelling prior to issuance of the C.A. for such dwelling in violation of this Section 6, the Owner of such dwelling shall be liable for liquidated damages, payable to the Developer, in the amount of One Hundred Dollars (\$100.00) per day for each day prior to the issuance of the C.A. that the dwelling is occupied.

7. Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of a single family dwelling unit built or to be built upon a Lot shall be considered a part of the "dwelling," including without limitation overhanging roofs, but excluding HVAC and pool equipment, pads for same, and enclosures for same as described in Section 9. No part of any dwelling (exclusive of overhanging roofs) shall be located nearer than: (a) twenty feet (20') from any point on the front lot line of any Lot; or (b) ten feet (10') from any point on the rear lot line of any Lot, except that Lots sharing a common rear lot line shall each have a fifteen foot (15') setback from the rear lot line. No part of any dwelling (including overhanging roofs) shall be located nearer than five feet (5') from any point on the side lot line of any Lot.

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

a. All roofs of dwellings shall be of glazed or cement tile, unless otherwise approved by the Developer in writing. No aluminum or asphalt roofs shall be permitted.

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

c. Each dwelling shall have a ground floor heated and cooled living area of not less than 2,200 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

d. All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be



constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive, except that driveways for model homes may be installed later than such time with the permission of the Architectural Control Committee. All sidewalks shall be constructed in accordance with building code specifications promulgated from time to time by the City of Venice, including but not limited to the current requirement for an expansion joint at the boundary between the sidewalk and the driveway. The design, location, materials and coloring of all driveways, parking areas and walkways shall be subject to Architectural Control Committee approval as provided in Section 2 above.

e. No carports shall be permitted anywhere in the Subdivision.

9. Unightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in Section 2 above. Without limiting the foregoing, all pool equipment and air conditioning equipment shall be screened by a block and stucco wall sufficient in height to substantially shield such equipment from view from adjacent properties or streets, with a minimum height requirement of at least thirty-six inches (36").

10. Landscaping: Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot. In addition to the requirements of this Section 10, all builders must comply with the Sarasota County Tree Ordinance as adopted and enforced by the City of Venice.

11. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be

necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

12. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in Section 2, all irrigation plans are subject to Architectural Control Committee approval. Without limiting the foregoing, all irrigation systems shall be designed and installed pursuant to the reuse (reclaimed water) standards of the City of Venice. All Lots shall use reuse water for irrigation. Irrigation of Lots with potable water shall not be approved or permitted.

13. Drainage System. As provided in Section 2, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system. All drainage plans shall conform to the then current master drainage plan for the subdivision as filed with the City of Venice.

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

15. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee. All mailboxes, post lights and identification signs shall be maintained in a good condition by the Owner of the Lot on which they are constructed, and shall be replaced when necessary by said Owner, all at the Owner's sole cost and expense.

16. Waterfront Lots. The Owners of each Lot adjacent to a canal, waterway, lake or pond ("Waterfront Lot") must install sod and irrigation facilities, at the same time as the Waterfront Lot is initially sodded, for the portion of the Subdivision (the "Waterfront Area") between the lines of the Waterfront Lot and the water's edge, as though the lot lines of the Waterfront Lot were extended to the water's edge. Such

Waterfront Area shall be kept mowed, irrigated and otherwise maintained in a good and attractive condition by the Owner of the adjacent Waterfront Lot. Easements for access and the installation, maintenance, repair and replacement of sod and irrigation facilities are hereby granted over the Waterfront Area, in favor of the Owner of each Waterfront Lot, sufficient to allow such Owner to perform its obligations under this Section 16.

17. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

18. Combined Lot Construction. Notwithstanding the setback provisions of Section 7 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 7 of this Declaration shall again apply to and control construction upon the Lots.

19. Timing of Construction of the Dwelling. As to each Lot, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lot is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

20. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months

after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

21. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

22. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 19 and 20 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 19 and 20 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien

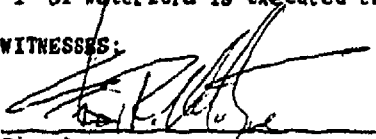
is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 19 and 20, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

23. Assignment of Developer's Rights. The Developer's rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

24. Rights of First Mortgagee. Barnett Bank of Southwest Florida is the holder of a first mortgage (the "First Mortgage") on the Subdivision (Barnett Bank of Southwest Florida and any successor owner and holder of the First Mortgage is referred to hereafter as the "First Mortgagee".) Notwithstanding any contrary provision of this Declaration, the restrictions on commencement of construction contained in paragraph 19 shall not apply to (i) the First Mortgagee, (ii) any purchaser of two or more lots in the Subdivision acquiring title from the First Mortgagee, or (iii) the purchaser of all or any portion of the Subdivision resulting from the foreclosure of the First Mortgage (collectively the "Designated Successors"). In addition, Developer shall have no right of assignment under paragraph 23 of this Declaration without the prior written consent of the First Mortgagee, which consent may be granted or withheld in First Mortgagee's sole discretion. To the extent that Developer's rights have not been assigned with the consent of First Mortgagee, any Designated Successor upon acquiring title to any portion of the Subdivision shall have the right but not the obligation to succeed to the Developer's rights under this Declaration by recording in the Public Records of Sarasota County, Florida, a notice that such Designated Successor has elected to succeed to the Developer's rights. Such Designated Successor shall not be deemed to have assumed any of Developer's rights under this Declaration unless and until such notice is recorded, and such assumption shall in no way obligate such Designated Successor for acts or omissions of Developer occurring prior to the date of recording of such notice.


IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "I" of Waterford is executed the day and year first above written.

WITNESSES:

  
Signature


SHAWN E. MCINTYRE

Print Name

  
Signature

Jayne Parrish  
Print Name

ACE LAND DEVELOPMENT CORPORATION  
a Florida corporation

  
Michael W. Miller  
President

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 1999, by MICHAEL W. MILLER, as President of ACE LAND DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. He [is personally known to me] [has produced N/A as identification].

Jayne Parrish  
Notary Public  
Print name: Jayne Parrish  
My Commission Expires:



JAYNE PARRISH  
My Commission CC289009  
Expires Nov. 26, 1997  
Bonded by AFB  
800-852-6578

EXHIBIT "A"

LEGAL DESCRIPTION:

Lots 33 through 45 inclusive of Brenner Park, Phase II, more particularly described as follows:

RECORDED IN OFFICIAL  
RECORDS  
BOOK 2597 PAGE 1083  
54 FEB - 3 PM 3:47

A PARCEL OF LAND LYING AND BEING IN SECTION 4, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING ALL OF TRACT 1, ACCORDING TO THE PLAT OF "BRENNER PARK" AS RECORDED IN PLAT BOOK 34 AT PAGES 28 AND 28-A, A PORTION OF LAKE TRACT 11 AND TRACT G, ACCORDING TO THE PLAT OF "WATERFORD" AS RECORDED IN PLAT BOOK 33 AT PAGES 15 TO 15-O, ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 1 FOR THE POINT OF BEGINNING; THENCE N.76°15'57"W., ALONG THE SOUTHERLY LINE OF SAID TRACT 1 AND ALONG THE NORTHERLY LINE OF SAID LAKE TRACT 11 FOR THE NEXT FIVE (5) CALLS A DISTANCE OF 207.43 FEET; THENCE S.85°29'40"W., A DISTANCE OF 175.47 FEET; THENCE S.75°56'31"W., A DISTANCE OF 69.07 FEET; THENCE S.85°46'52"W., A DISTANCE OF 87.68 FEET; THENCE N.82°45'24"W., A DISTANCE OF 205.59 FEET; THENCE N.00°07'13"W., A DISTANCE OF 131.16 FEET TO A POINT ON THE SOUTHERLY LINE OF BRENNER PARK DRIVE; THENCE S.89°52'47"W., A DISTANCE OF 20.93 FEET; THENCE N.00°07'13"W., A DISTANCE OF 50.00 FEET; THENCE N.40°07'57"E., ALONG THE SOUTHEASTERLY LINE OF THE PLAT OF "TURNBERRY PLACE" AS RECORDED IN PLAT BOOK 34 AT PAGES 29 TO 29-B OF THE SAID PUBLIC RECORDS A DISTANCE OF 76.40 FEET; THENCE N.89°52'47"E., ALONG THE NORTHERLY LINE OF SAID TRACT 1 AND ALONG THE SOUTHERLY LINE OF SAID TRACT G A DISTANCE OF 135.00 FEET; THENCE N.28°59'55"E., A DISTANCE OF 202.88 FEET SOUTHWEST CORNER OF LOT 15 OF THE SAID PLAT OF "BRENNER PARK"; THENCE S.65°14'06"E., ALONG THE SOUTHERLY LINE OF SAID LOT 15 AND ALONG THE NORTHERLY LINE OF SAID TRACT 1 FOR THE NEXT TWO (2) CALLS A DISTANCE OF 85.16 FEET; THENCE S.83°47'00"E., A DISTANCE OF 143.02 FEET; THENCE N.63°57'20"E., A DISTANCE OF 59.13 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF THE SAID PLAT OF "BRENNER PARK"; THENCE N.89°58'09"E., ALONG THE SOUTHERLY LINE OF SAID LOT 16 AND ALONG THE NORTHERLY LINE OF SAID TRACT 1 A DISTANCE OF 200.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16, TO THE NORTHEAST CORNER OF SAID TRACT 1, TO A POINT OF THE WEST LINE OF THE WEST 1/2 OF THE EAST 3/4 OF SAID SECTION 4 AND TO A POINT ON THE WESTERLY LINE OF THE PLAT OF "CARLENTINI" AS RECORDED IN PLAT BOOK 24 AT PAGES 3 AND 3-A OF THE SAID PUBLIC RECORDS; THENCE S.00°01'51"E., ALONG THE EASTERLY LINE OF SAID TRACT 1, THE WESTERLY LINE OF THE SAID PLAT OF "CARLENTINI", THE WEST LINE OF THE WEST 1/2 OF THE EAST 3/4 OF SAID SECTION 4 AND THE WESTERLY LINE OF BLOCK "F", OF THE PLAT OF "CAPRI ISLES" AS RECORDED IN PLAT BOOK 21 AT PAGES 16 TO 16-D OF THE SAID PUBLIC RECORDS A DISTANCE OF 430.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.03 ACRES, MORE OR LESS.

29.00  
4.00

977778

1

DECLARATION OF RESTRICTIONS  
FOR A PORTION OF  
TRACT "J" OF WATERFORD

THIS INSTRUMENT is made this 23<sup>rd</sup> day of January, 1988, by  
LANDCO DEVELOPMENT CORPORATION, a Florida corporation  
("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of property subject to the  
provisions of the Master Declaration of Covenants, Conditions and  
Restrictions for Waterford, recorded in O.R. Book 2033, at Pages  
1922 through 1950, inclusive, of the Public Records of Sarasota  
County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions  
pertaining to a portion of the land described in the Master  
Declaration, which portion is described in Exhibit "A" attached  
hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master  
Declaration, the terms of which are incorporated by reference and  
the defined terms of which shall be used herein unless otherwise  
specifically provided, the following land use provisions are  
imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision  
shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of  
Article VII of the Master Declaration, prior to construction of  
any dwelling or other improvements or structures, a complete copy  
of the Plans therefor, as therein described, must be submitted  
for approval by the Architectural Control Committee. Such Plans  
shall conform with the provisions of Sections 3 through 14 below  
unless a waiver or variance is granted pursuant to Section 17  
below.

3. Setback Requirements. For purposes of this instrument,  
unless otherwise expressly provided herein, all structures  
attached or appurtenant to or forming a part of a single family  
dwelling unit built or to be built upon a Lot shall be considered  
a part of the "dwelling," including without limitation  
overhanging roofs. No part of any dwelling (exclusive of  
overhanging roofs) shall be located nearer than: (a) twenty feet  
(20') from any point on the front lot line of any Lot; or (b) ten  
feet (10') from any point on the rear lot line of any Lot, except  
that lots sharing a common rear lot line shall each have a  
fifteen foot (15') setback from the rear lot line, and provided  
that lots adjacent to water or drainage areas are more  
specifically treated below. No part of any dwelling (including  
overhanging roofs) shall be located nearer than five feet (5')  
from any point on the side lot line of any Lot. In the event the  
rear lot line of a Lot borders on a canal, waterway, lake, pond,  
basin or drainage ditch, no part of the dwelling (exclusive of  
overhanging roofs) shall be nearer than ten feet (10') from any  
point on said rear lot line or any point on said body of water,  
whichever is closer to the dwelling (exclusive of overhanging  
roofs).

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

(a) All roofs of dwellings shall be of glazed or cement  
tile, unless otherwise approved by the Developer in writing. No  
aluminum roofs shall be permitted.

002092  
OR BOOK

000735  
PAGE

RETURN TO:  
FIRST AMERICAN TITLE CO. OF FL. INC.  
1978 SOUTH TAMiami TRAIL  
VENICE, FLORIDA 34293



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

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 2,200 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unsightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or

002092  
OR BOOK

000736  
PAGE

walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 3 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 3 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for

002092  
OR BOOK  
000737  
PAGE

commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for

002092  
OR BOOK  
000738  
PAGE

construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "J" of Waterford is executed the day and year first above written.

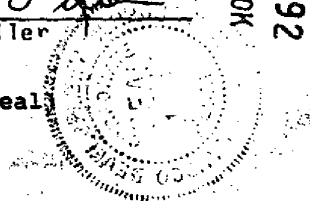
WITNESSES:

LANDCO DEVELOPMENT CORPORATION,  
a Florida corporation

Susan E. Jackson  
Mary Cross

By: Michael W. Miller  
Michael W. Miller  
President

(Corporate Seal)



002092  
OR BOOK

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

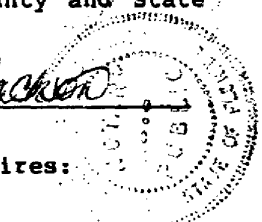
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

PAGE  
000739

WITNESS my hand and official seal in the County and State last aforesaid this 13<sup>th</sup> day of January, 1988?

Susan E. Jackson  
Notary Public

My commission expires:



121588 d-3  
911\GAT\12192ASD01  
007315

LEGAL DESCRIPTION

Lots 1 through 17, inclusive, and  
Lots 58 through 65, inclusive, all  
in Tract "J" of WATERFORD, according  
to the plat thereof, recorded in  
Plat Book 32, Page 49-49B, Public  
Records of Sarasota County, Florida.

002092  
OR BOOK

000740  
PAGE

JOINER

Barnett Bank of Southwest Florida, Inc., a Florida Corporation, as mortgagee pursuant to a mortgage recorded in O.R. Book 2086, Page 890, Public Records of Sarasota County, Florida, joins in the foregoing instrument and agrees that its interest under said mortgage shall be subject to the terms and conditions of said instrument.

Dated: 1/13/89

Witnesses:

John Herpelt  
Michelle A. Briggs

State of Florida

County of Sarasota

Barnett Bank of Southwest Florida, a Florida Corporation  
BY: L.H. BIANCHI  
As: S.V.P.

DR BOOK  
002092

The foregoing instrument was acknowledged before me this 13th day of January, 1989, By L.H. BIANCHI, as SENIOR VICE PRESIDENT of Barnett Bank of Southwest Florida, a Florida Corporation, on behalf of said corporation.

Michelle A. Briggs  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: FEB. 12, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RECORDED IN OFFICIAL RECORDS  
JAN 20 10 11 AM '89  
KAREN E. RUSHING  
CLERK OF SUPERIOR COURT  
SARASOTA COUNTY, FL.

FIRST AMENDMENT TO DECLARATIONS OF RESTRICTIONS FOR A PORTION OF TRACT "J" OF WATERFORD

THIS AMENDMENT is made this 21 day of January, 1992, by Landco Development Corporation, a Florida Corporation, in order to modify certain terms of the DECLARATION OF RESTRICTIONS FOR A PORTION OF TRACT "J" Lots 1 through 17; Lots 58 though 65, OF WATERFORD, recorded in O.R. Book 2092, Pages 735-741 in the Public Records of Sarasota County, Florida ("The Restrictions").

\*\* OFFICIAL RECORDS \*\* BOOK 2363 PAGE 2861

Paragraph 15 Timing of Construction of the Dwelling is hereby amended as follows:

15. Timing of Construction of the Dwelling. As to all Lots, (i) FIFTY-FOUR (54) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, or (iii) TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE OF THE LOT FROM THE OWNER TO ANOTHER PARTY IN AN ARMS-LENGTH TRANSACTION, WHICHEVER IS LATER. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a sale of Lots is made to a party such as a builder, or where the Owner has made good faith diligent efforts to commence such construction but timely commencement is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

IN WITNESS WHEREOF, the undersigned has caused their AMENDMENT to be executed by their duly authorized officer and affixed their corporate seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

[Handwritten signature of Lori Conover]

LANDCO DEVELOPMENT CORPORATION a Florida corporation

By: [Handwritten signature of Michael W. Miller] Michael W. Miller President

Attest: [Handwritten signature of Shawn R. McIntyre] Shawn R. McIntyre Secretary

(Corporate Seal)

RECORDED IN OFFICIAL RECORDS JUN 29 4 55 PM '92

624 267-70: FIRST AMERICAN TITLE CO. OF FL. INC. 1978 SOUTH TAMPAH TRAIL VENICE, FLORIDA 34293

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of January, 1992, by Michael W. Miller and Shawn R. McIntyre, as President and Secretary respectively of Landco Development Corp. a Florida corporation on behalf of the corporation. They are personally known to me and did not take an oath.

[Handwritten signature of Lori Conover] Lori Conover Notary Public Commission Number: CC159145 My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires Nov. 11, 1995 Bonded thru Agent's Notary Brokerage

997249

DECLARATION OF RESTRICTIONS FOR A PORTION OF TRACT "J" OF WATERFORD

035563

Handwritten notes: #450, 41.00, 5.50, 45.00, 6.00, Re-record tract

THIS INSTRUMENT is made this 24th day of FEBRUARY, 1989, by LANDCO DEVELOPMENT CORPORATION, a Florida corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of property subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Waterford, recorded in O.R. Book 2033, at Pages 1922 through 1950, inclusive, of the Public Records of Sarasota County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions pertaining to a portion of the land described in the Master Declaration, which portion is described in Exhibit "A" attached hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the terms of which are incorporated by reference and the defined terms of which shall be used herein unless otherwise specifically provided, the following land use provisions are imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of Article VII of the Master Declaration, prior to construction of any dwelling or other improvements or structures, a complete copy of the Plans therefor, as therein described, must be submitted for approval by the Architectural Control Committee. Such Plans shall conform with the provisions of Sections 3 through 14 below unless a waiver or variance is granted pursuant to Section 17 below.

3. Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of a single family dwelling unit built or to be built upon a Lot shall be considered a part of the "dwelling," including without limitation overhanging roofs. No part of any dwelling (exclusive of overhanging roofs) shall be located nearer than: (a) twenty feet (20') from any point on the front lot line of any Lot; or (b) ten feet (10') from any point on the rear lot line of any Lot, except that Lots sharing a common rear lot line shall each have a fifteen foot (15') setback from the rear lot line, and provided that lots adjacent to water or drainage areas are more specifically treated below. No part of any dwelling (including overhanging roofs) shall be located nearer than five feet (5') from any point on the side lot line of any Lot. In the event the rear lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the dwelling (exclusive of overhanging roofs) shall be nearer than ten feet (10') from any point on said rear lot line or any point on said body of water, whichever is closer to the dwelling (exclusive of overhanging roofs).

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

(a) All roofs of dwellings shall be of glazed or cement tile, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

Vertical handwritten notes: TAMAMI TITLE division of Lawyers Title Insurance Corporation, 2/28/89, circled 1

Vertical handwritten note: 1989



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

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 2,200 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or

12 BOOK

PAGE

walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 3 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 3 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for

commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this Instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

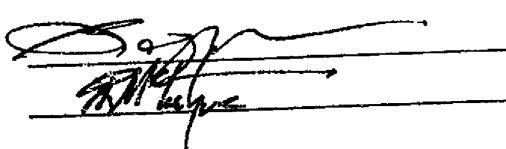
18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for

construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

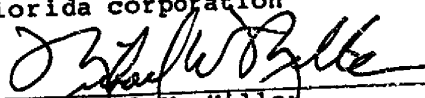
19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "J" of Waterford is executed the day and year first above written.

WITNESSES:



LANDCO DEVELOPMENT CORPORATION,  
a Florida corporation

By:   
Michael W. Miller  
President

(Corporate Seal)

STATE OF FLORIDA )

COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 23<sup>rd</sup> day of February, 1989.

  
Notary Public

My commission expires:

121588 d-3  
911\GAT\12192ASD01  
007315

NOTARY PUBLIC-STATE OF FLORIDA  
BY COMMISSION EXP. AUG 13, 1991  
BONDED THRU GENERAL INS. UNO.

(LOTS 18-26, TRACT "J")

BEING A PORTION OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND BY MEASURING FROM THE SOUTHEAST CORNER OF SAID SECTION 33; S 69°58'26" W, 512.76 FEET; THENCE N 00°02'31" W, 618.21 FEET TO THE ABOVEMENTIONED POINT OF BEGINNING; THENCE FROM SAID POINT THE FOLLOWING TWENTY THREE (23) COURSES:

- 1) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, RADIUS 448.38 FEET, DELTA 008°31'07", ARC 51.01 FEET, CHORD BEARING S 22°17'25" W, 50.99 FEET;
- 2) LEAVING SAID CURVE, S 79°48'21" E, 171.29 FEET, TO A POINT OF CURVE
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, RADIUS 80.00 FEET, DELTA 088°19'09", ARC 130.30 FEET, CHORD BEARING S 82°08'46" E, 118.87 FEET, TO A POINT OF TANGENCY;
- 4) S 14°30'48" W, 147.65 FEET, TO A POINT OF CURVE;
- 5) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, RADIUS 80.00 FEET, DELTA 084°48'21", ARC 132.30 FEET, CHORD BEARING S 61°58'29" W, 117.73 FEET, TO A POINT OF TANGENCY;
- 6) N 70°43'50" W, 262.25 FEET; 7) N 43°24'52" W, 58.00 FEET, TO A POINT ON A CURVE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, RADIUS 448.38 FEET, DELTA 012°02'00", ARC 94.17 FEET, CHORD BEARING S 88°20'20" W, 84.00 FEET;
- 9) LEAVING SAID CURVE, N 14°21'59" W, 115.04 FEET, TO A POINT ON A CURVE
- 10) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 333.38 FEET, DELTA 021°57'33", ARC 127.77 FEET, CHORD BEARING N 62°59'07" E, 126.99 FEET, TO A POINT OF REVERSE CURVE
- 11) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, RADIUS 25.00 FEET, DELTA 081°58'49", ARC 35.77 FEET, CHORD BEARING S 67°03'14" E, 32.80 FEET, TO A POINT OF TANGENCY;
- 12) S 46°03'51" E, 81.89 FEET, TO A POINT OF CURVE;
- 13) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, RADIUS 100.00 FEET, DELTA 029°25'21", ARC 51.35 FEET, CHORD BEARING S 60°49'31" E, 50.79 FEET, TO A POINT OF TANGENCY;
- 14) S 75°29'12" E, 84.00 FEET, TO A POINT OF CURVE;
- 15) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, RADIUS 25.00 FEET, DELTA 048°11'23", ARC 21.03 FEET, CHORD BEARING S 51°23'30" E, 20.41 FEET, TO A POINT OF REVERSE CURVE
- 16) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 60.00 FEET, DELTA 276°22'48", ARC 241.19 FEET, CHORD BEARING N 14°30'48" E, 68.67 FEET, TO A POINT OF REVERSE CURVE
- 17) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTH, RADIUS 25.00 FEET, DELTA 048°11'23", ARC 21.03 FEET, CHORD BEARING S 80°25'07" W, 20.41 FEET, TO A POINT OF TANGENCY;
- 18) N 75°29'12" W, 84.00 FEET, TO A POINT OF CURVE;
- 19) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, RADIUS 80.00 FEET, DELTA 029°25'21", ARC 25.88 FEET, CHORD BEARING N 60°49'30" W, 25.39 FEET, TO A POINT OF TANGENCY;
- 20) N 46°02'51" W, 81.89 FEET, TO A POINT OF CURVE;
- 21) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE EAST, RADIUS 25.00 FEET, DELTA 081°58'49", ARC 35.77 FEET, CHORD BEARING N 05°04'28" W, 32.80 FEET, TO A POINT OF REVERSE CURVE
- 22) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 333.38 FEET, DELTA 016°58'07", ARC 98.25 FEET, CHORD BEARING N 27°28'29" E, 97.89 FEET;
- 23) LEAVING SAID CURVE, S 70°58'09" E, 115.00 FEET;

TO THE ABOVEMENTIONED POINT OF BEGINNING.

CONTAINING 2.6222 ACRES, MORE OR LESS,

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

## (LOTS 27-45, TRACT "J")

BEING A PORTION OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 18 EAST,  
 BRASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND BY MEASURING FROM THE SOUTHEAST CORNER OF  
 SAID SECTION 33; S 39°58'29" W, 1567.98 FEET; THENCE N 00°01'31" W,  
 83.51 FEET TO THE ABOVEMENTIONED POINT OF BEGINNING; THENCE FROM SAID  
 POINT THE FOLLOWING THIRTY TWO (32) COURSES:

- 1) N 57°26'25" E, 90.00 FEET, TO A POINT OF CURVE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST,  
 RADIUS 25.00 FEET, DELTA 080°00'00", ARC 39.27 FEET,  
 CHORD BEARING S 77°33'35" E, 55.38 FEET, TO A POINT OF TANGENCY;
- 3) S 32°33'35" E, 70.00 FEET, TO A POINT OF CURVE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST,  
 RADIUS 185.00 FEET, DELTA 042°35'19", ARC 122.68 FEET,  
 CHORD BEARING S 11°16'55" E, 119.84 FEET, TO A POINT OF REVERSE CURVE;
- 5) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE EAST,  
 RADIUS 326.84 FEET, DELTA 038°11'40", ARC 217.88 FEET,  
 CHORD BEARING S 09°04'06" E, 213.86 FEET, TO A POINT OF REVERSE CURVE;
- 6) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST,  
 RADIUS 25.00 FEET, DELTA 081°09'48", ARC 33.71 FEET,  
 CHORD BEARING S 12°44'58" W, 32.75 FEET, TO A POINT OF TANGENCY;
- 7) S 53°39'52" W, 114.85 FEET, TO A POINT OF CURVE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST,  
 RADIUS 50.00 FEET, DELTA 017°11'12", ARC 15.00 FEET,  
 CHORD BEARING S 02°15'30" W, 14.94 FEET, TO A POINT OF TANGENCY;
- 9) S 70°51'03" W, 126.10 FEET, TO A POINT OF CURVE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTH,  
 RADIUS 25.00 FEET, DELTA 048°11'23", ARC 21.03 FEET,  
 CHORD BEARING N 05°03'15" W, 20.41 FEET, TO A POINT OF REVERSE CURVE;
- 11) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST,  
 RADIUS 50.00 FEET, DELTA 276°22'48", ARC 241.19 FEET,  
 CHORD BEARING S 19°08'57" E, 66.67 FEET, TO A POINT OF REVERSE CURVE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST,  
 RADIUS 25.00 FEET, DELTA 048°11'23", ARC 21.03 FEET,  
 CHORD BEARING N 46°45'22" E, 20.41 FEET, TO A POINT OF TANGENCY;
- 13) N 70°51'03" E, 126.10 FEET, TO A POINT OF CURVE;
- 14) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST,  
 RADIUS 100.00 FEET, DELTA 017°11'12", ARC 30.00 FEET,  
 CHORD BEARING N 02°15'29" E, 29.88 FEET, TO A POINT OF TANGENCY;
- 15) N 53°39'52" E, 114.85 FEET, TO A POINT OF CURVE;
- 16) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTH,  
 RADIUS 25.00 FEET, DELTA 081°48'49", ARC 33.71 FEET,  
 CHORD BEARING S 55°25'14" E, 32.75 FEET, TO A POINT OF REVERSE CURVE;
- 17) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST,  
 RADIUS 326.84 FEET, DELTA 043°18'29", ARC 249.85 FEET,  
 CHORD BEARING S 08°08'35" E, 241.03 FEET, TO A POINT OF TANGENCY;
- 18) S 87°48'48" E, 138.03 FEET, TO A POINT OF CURVE;
- 19) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTH,  
 RADIUS 393.38 FEET, DELTA 014°52'02", ARC 86.51 FEET,  
 CHORD BEARING N 04°47'10" E, 86.26 FEET;
- 20) LEAVING SAID CURVE, S 14°21'59" E, 115.04 FEET, TO A POINT ON A CURVE;
- 21) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTH,  
 RADIUS 448.38 FEET, DELTA 015°18'29", ARC 119.80 FEET,  
 CHORD BEARING S 34°33'58" W, 119.44 FEET, TO A POINT OF TANGENCY;
- 22) N 87°48'49" W, 138.03 FEET, TO A POINT OF CURVE;
- 23) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST,  
 RADIUS 441.84 FEET, DELTA 033°16'35", ARC 258.61 FEET,  
 CHORD BEARING N 71°08'32" W, 253.02 FEET;
- 24) LEAVING SAID CURVE, S 51°00'53" W, 78.05 FEET;
- 25) S 68°39'28" W, 279.86 FEET, TO A POINT OF CURVE;
- 26) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST,  
 RADIUS 80.00 FEET, DELTA 092°11'36", ARC 128.73 FEET,  
 CHORD BEARING N 35°14'45" W, 115.26 FEET, TO A POINT OF TANGENCY;
- 27) N 19°08'57" W, 143.50 FEET, TO A POINT OF CURVE;
- 28) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST,  
 RADIUS 80.00 FEET, DELTA 080°37'43", ARC 128.54 FEET,  
 CHORD BEARING N 28°08'55" E, 113.76 FEET, TO A POINT OF TANGENCY;
- 29) N 71°28'46" E, 273.96 FEET, TO A POINT ON A CURVE;
- 30) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE EAST,  
 RADIUS 441.84 FEET, DELTA 028°11'46", ARC 217.43 FEET,  
 CHORD BEARING N 04°04'09" W, 215.25 FEET, TO A POINT OF REVERSE CURVE;
- 31) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST,  
 RADIUS 50.00 FEET, DELTA 042°35'19", ARC 37.17 FEET,  
 CHORD BEARING N 11°15'55" W, 36.32 FEET, TO A POINT OF TANGENCY;
- 32) N 32°33'35" W, 55.00 FEET;

THE ABOVEMENTIONED POINT OF BEGINNING.

## (LOTS 48-51, TRACT "J")

BEING A PORTION OF SECTION 33, TOWNSHIP 30 SOUTH, RANGE 10 EAST, SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOUND BY MEASURING FROM THE SOUTHEAST CORNER OF SAID SECTION 33; S 89°58'29" W, 662.57 FEET; THENCE N 00°01'31" W, 189.28 FEET TO THE ABOVEMENTIONED POINT OF BEGINNING; THENCE FROM SAID POINT THE FOLLOWING FOURTEEN (14) COURSES:

- 1) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, RADIUS 283.38 FEET, DELTA 077°27'23", ARC 383.11 FEET, CHORD BEARING S 53°29'25" W, 354.00 FEET, TO A POINT OF TANGENCY;
- 2) N 87°48'49" W, 138.03 FEET, TO A POINT OF CURVE;
- 3) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, RADIUS 576.84 FEET, DELTA 087°48'33", ARC 472.58 FEET, CHORD BEARING N 38°52'33" W, 417.28 FEET, TO A POINT OF REVERSE CURVE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, RADIUS 215.00 FEET, DELTA 042°35'18", ARC 159.81 FEET, CHORD BEARING N 11°15'55" W, 156.18 FEET, TO A POINT OF TANGENCY;
- 5) N 32°33'35" W, 70.00 FEET, TO A POINT OF CURVE;
- 6) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, RADIUS 25.00 FEET, DELTA 090°00'00", ARC 39.27 FEET, CHORD BEARING N 12°28'25" E, 36.38 FEET, TO A POINT OF TANGENCY;
- 7) N 57°26'25" E, 20.00 FEET, TO A POINT OF CURVE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, RADIUS 480.18 FEET, DELTA 007°48'47", ARC 68.20 FEET, CHORD BEARING N 61°19'49" E, 98.15 FEET;
- 9) LEAVING SAID CURVE, S 32°33'35" E, 50.58 FEET, TO A POINT OF CURVE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, RADIUS 325.00 FEET, DELTA 042°35'18", ARC 241.58 FEET, CHORD BEARING S 11°15'55" E, 238.05 FEET, TO A POINT OF REVERSE CURVE;
- 11) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, RADIUS 188.84 FEET, DELTA 097°48'33", ARC 284.81 FEET, CHORD BEARING S 38°52'33" E, 251.48 FEET, TO A POINT OF TANGENCY;
- 12) S 87°48'49" E, 138.03 FEET, TO A POINT OF CURVE;
- 13) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 173.39 FEET, DELTA 077°27'33", ARC 284.40 FEET, CHORD BEARING N 53°29'25" E, 218.96 FEET;
- 14) LEAVING SAID CURVE, S 75°14'22" E, 110.00 FEET;

TO THE AFOREMENTIONED POINT OF BEGINNING.

CONTAINING 2.8260 ACRES, MORE OR LESS.

NOTES:

- 1) BEARINGS BASED ON SURVEY AND LEGAL DESCRIPTIONS PREPARED BY PASSALAGUA ENGINEERING ASSOC. PER DRAWING #0407.1-2 DATED JUNE 26, 1987.
- 2) THIS IS NOT A SURVEY.
- 3) THE LANDS AS DESCRIBED HEREON ARE PART OF THE PROPOSED PLAT OF WATERFORD AND LIE WITHIN TRACT J LOTS 18 THRU 37 OF SAID PROPOSED PLAT.

NOT A PLAT OF SURVEY

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	448.39	006°31'07"	51.01	50.99	S 22°17'25" W
2	180.00	093°19'09"	130.30	116.37	S 32°08'46" W
3	180.00	094°45'21"	132.30	117.73	S 61°53'29" W
4	448.38	012°02'00"	94.17	94.00	S 68°20'20" W
5	333.38	021°57'33"	127.77	126.99	N 62°56'07" E
6	125.00	081°58'49"	35.77	32.80	S 87°03'14" E
7	100.00	029°25'21"	51.35	30.79	S 60°46'31" E
8	25.00	048°11'23"	21.03	20.41	S 51°23'30" E
9	50.00	276°22'46"	241.19	66.67	N 14°30'48" W
10	25.00	048°11'23"	21.03	20.41	S 80°25'07" W
11	50.00	029°25'21"	25.68	25.39	N 60°46'30" W
12	25.00	081°58'49"	35.77	32.80	N 05°04'26" W
13	333.39	016°53'07"	98.25	97.69	N 27°28'26" E
14	25.00	090°00'00"	39.27	35.36	S 77°33'35" E
15	165.00	042°35'19"	122.65	119.84	S 11°15'55" E
16	326.84	038°11'40"	217.88	213.86	S 09°04'06" E
17	25.00	081°49'48"	35.71	32.75	S 12°44'58" W
18	50.00	017°11'12"	15.00	14.94	S 62°15'30" W
19	25.00	048°11'23"	21.03	20.41	N 85°03'15" W
20	50.00	276°22'46"	241.19	66.67	N 19°08'57" E
21	25.00	048°11'23"	21.03	20.41	N 46°45'22" E
22	100.00	017°11'12"	30.00	29.88	N 62°15'29" E
23	25.00	081°49'48"	35.71	32.75	S 85°25'14" E
24	326.84	043°16'29"	246.85	241.03	S 66°08'35" E
25	333.38	014°52'02"	86.51	86.26	N 84°47'10" W
26	448.38	015°18'29"	119.80	119.44	S 84°33'56" W
27	441.84	033°16'35"	256.61	253.02	N 71°08'32" W
28	80.00	092°11'36"	128.73	115.28	N 65°14'45" W
29	80.00	090°37'43"	126.54	113.76	N 26°09'55" W
30	441.84	028°11'46"	217.43	215.25	N 04°04'09" W
31	50.00	042°35'19"	37.17	36.32	N 11°15'55" W
32	283.39	077°27'33"	383.11	354.60	S 53°29'25" W
33	276.84	097°48'33"	472.59	417.26	N 38°52'33" W
34	215.00	042°35'19"	159.81	156.16	N 11°15'55" W
35	25.00	090°00'00"	39.27	35.36	N 12°26'25" E
36	480.19	007°46'47"	65.20	65.15	N 61°19'49" E
37	325.00	042°35'19"	241.58	236.05	S 11°15'55" E
38	166.84	097°48'33"	284.81	251.46	S 38°52'33" E
39	173.38	077°27'33"	234.40	216.96	N 53°29'25" E

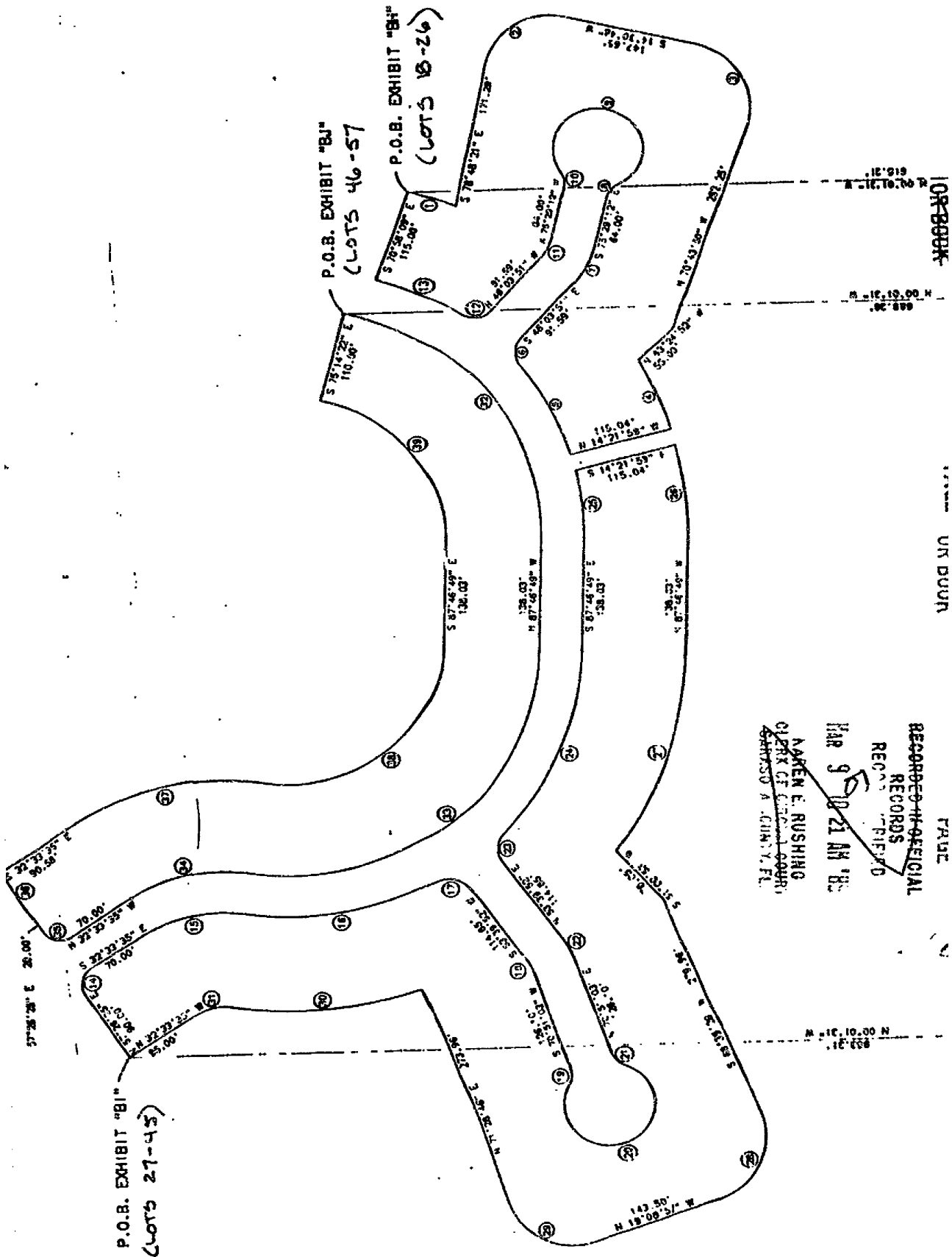
RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

I HEREBY CERTIFY TO BRAEWOOD DEVELOPMENT CORPORATION, LA DEVELOPMENT CORPORATION, FIRST AMERICAN TITLE, MILLER, J AND ASSOCIATES OF FLORIDA, INC., AND FIRST PRESIDENTIAL SAVINGS AND LOAN ASSOCIATION, THAT THE INFORMATION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID INFORMATION WAS PREPARED IN ACCORDANCE WITH AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 21HH-6.06(1) OF THE FLORIDA ADMINISTRATIVE CODE.

*William R. DeLong*  
 WILLIAM R. DELONG  
 13415



RECORDS SECTION: Legibility of writing, typing or printing for reproduction purposes may be unsatisfactory in the distribution where noted.



Lots 18-57, inclusive, Waterford, Tract J  
as per plat thereof recorded in Plat Book  
33, Page 15 through 15-0, of the Public  
Records of Sarasota County, Florida.

GR BUUN

RECORDED IN OFFICIAL  
RECORDS  
RECORDED  
JUN 13 3 20 PM '85  
ASANK E. RUSHING  
CLERK OF COUNTY RECORDS  
SARASOTA COUNTY, FL.

FIRST AMENDMENT TO DECLARATIONS OF RESTRICTIONS FOR A PORTION OF TRACT "J" OF WATERFORD

THIS AMENDMENT is made this 21 day of January, 1992, by Landco Development Corporation, a Florida Corporation, in order to modify certain terms of the DECLARATION OF RESTRICTIONS FOR a portion of Tract "J" Lots 18 through 57 OF WATERFORD, recorded in O.R. Book 2104, Pages 2380-2389 and as re-recorded in O.R. Book 2128, pages 2302-2312 in the Public Records of Sarasota County, Florida ("The Restrictions").

Paragraph 15 Timing of Construction of the Dwelling is hereby amended as follows:

15. Timing of Construction of the Dwelling. As to all Lots, (i) FIFTY-FOUR (54) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, or (iii) TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE OF THE LOT FROM THE OWNER TO ANOTHER PARTY IN AN ARMS-LENGTH TRANSACTION, WHICHEVER IS LATER. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a sale of Lots is made to a party such as a builder, or where the Owner has made good faith diligent efforts to commence such construction but timely commencement is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

IN WITNESS WHEREOF, the undersigned has caused their AMENDMENT to be executed by their duly authorized officer and affixed their corporate seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

Lori E Conover

LANDCO DEVELOPMENT CORPORATION a Florida corporation

By: Michael W. Miller President

Attest: Shawn R. McIntyre Secretary

(Corporate Seal)

LET TO: FIRST AMERICAN TITLE CO OF FL, INC. 124 1978 SOUTH TAMPA MI TRAIL VENICE, FLORIDA 34293

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of January, 1992, by Michael W. Miller and Shawn R. McIntyre, as President and Secretary respectively of Landco Development Corp. a Florida corporation on behalf of the corporation. They are personally known to me and did not take an oath.

Lori E Conover Lori Conover Notary Public Commission Number: CC159145 My Commission Expires:

Notary Public; State of Florida at Large My Commission Expires Nov. 11, 1995 Bonded thru Agent's Notary Brokerage

OFFICIAL RECORDS \*\* BOOK 2363 PAGE 2850

RECORDED IN OFFICIAL RECORDS JAN 29 4 55 PM '92

25.00  
3.50

RETURN TO: LANDCO DEVELOP. CORP.  
100 S. ASHLEY #1470  
TAMPA, FLA 33602

893836

DECLARATION OF RESTRICTIONS  
FOR A PORTION OF  
TRACT "K" OF WATERFORD

O.R. 2036 PG 1078

THIS INSTRUMENT is made this 25 day of May, 1988,  
by LANDCO DEVELOPMENT CORPORATION, a Florida corporation  
("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of property subject to the  
provisions of the Master Declaration of Covenants, Conditions and  
Restrictions for Waterford, recorded in O.R. Book 2033, at Pages  
1922 through 1950, inclusive, of the Public Records of Sarasota  
County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions  
pertaining to a portion of the land described in the Master  
Declaration, which portion is described in Exhibit "A" attached  
hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master  
Declaration, the terms of which are incorporated by reference and  
the defined terms of which shall be used herein unless otherwise  
specifically provided, the following land use provisions are  
imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision  
shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of  
Article VII of the Master Declaration, prior to construction of  
any dwelling or other improvements or structures, a complete copy  
of the Plans therefor, as therein described, must be submitted  
for approval by the Architectural Control Committee. Such Plans  
shall conform with the provisions of Sections 3 through 14 below  
unless a waiver or variance is granted pursuant to Section 17  
below.

3. Setback Requirements. For purposes of this instrument,  
unless otherwise expressly provided herein, all structures  
attached or appurtenant to or forming a part of a single family  
dwelling unit built or to be built upon a Lot shall be considered  
a part of the "dwelling," including without limitation  
overhanging roofs. No part of any dwelling shall be located  
nearer than: (a) twenty feet (20') from any point on the front  
lot line of any Lot; or (b) ten feet (10') from any point on the  
rear lot line of any Lot, except that Lots sharing a common rear  
lot line shall each have a fifteen foot (15') setback from the  
rear lot line, and provided that lots adjacent to water or  
drainage areas are more specifically treated below; or (c) five  
feet (5') from any point on the side lot line of any Lot. In the  
event the rear lot line of a Lot borders on a canal, waterway,  
lake, pond, basin or drainage ditch, no part of the dwelling  
shall be nearer than ten feet (10') from any point on said rear  
lot line or any point on said body of water, whichever is closer  
to the dwelling.

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

(a) All roofs of dwellings shall be of glazed or  
cement tile, unless otherwise approved by the Developer in  
writing. No aluminum roofs shall be permitted.

(b) Any structures such as garages, porches, service  
or utility rooms, guest rooms, servants quarters, and the like

shall be attached to and be an integral part of the dwelling and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted.

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 1,850 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unightly Objects. All unightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements

D.R. 2036 PG 1079

on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 2 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (?) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 2 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots other than Lots 64 through 94, inclusive, Section III, Tract "K," construction of a dwelling must commence within twelve (12) months after the date of purchase of the Lot from the Developer; as to Lots 64 through 94, inclusive, Tract "K," construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer

may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God. Lots 1 through 4, inclusive, of Section I of Tract "K" are specifically excluded from the requirements of this Section 15 and Section 16 below.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of

O.R. 2036 Pg 1081

the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "K" of Waterford is executed this 25th day of May, 1988.

WITNESSES:

LANDCO DEVELOPMENT CORPORATION, a Florida corporation

Cinda A. Orenson  
Alsa A. Devatore

By: [Signature]  
As: President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Hillsborough)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of May, 1988.

[Signature]  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires Jan. 26, 1991  
Equal Housing Opportunity Inc.

RSB16  
:1:AFS:04298



LEGAL DESCRIPTION

Lots 1 through 14, inclusive, and Lots 18 through 22, inclusive, Section I; Lots 23 through 63, inclusive, Section II; and Lots 64 through 94, inclusive, Section III; all in TRACT "K" OF WATERFORD, according to the plat thereof, recorded in Plat Book 32, Page 29, Public Records of Sarasota County, Florida.

O.R. 2036 Pg 1083

RECORDED BY OFFICIAL

JUN 3 11 07 AM '88

CLERK OF COUNTY RECORDS  
SARASOTA COUNTY, FLORIDA

EXHIBIT "A"

1  
25.00  
3.50

THIS DOCUMENT IS BEING RE-RECORDED <sup>RETURN TO:</sup> LANDCO DEVELOP. CORP  
TO CORRECT A SCRIVENERS ERROR IN THE  
LEGAL DESCRIPTION. 100 S. ASHLEY #1470  
TAMPA, FLA 33602

893836

DECLARATION OF RESTRICTIONS  
FOR A PORTION OF  
TRACT "K" OF WATERFORD

991965

O.R. 2036 Pg 1078

THIS INSTRUMENT is made this 25 day of May, 1988,  
by LANDCO DEVELOPMENT CORPORATION, a Florida corporation  
("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of property subject to the  
provisions of the Master Declaration of Covenants, Conditions and  
Restrictions for Waterford, recorded in O.R. Book 2033, at Pages  
1922 through 1950, inclusive, of the Public Records of Sarasota  
County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions  
pertaining to a portion of the land described in the Master  
Declaration, which portion is described in Exhibit "A" attached  
hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master  
Declaration, the terms of which are incorporated by reference and  
the defined terms of which shall be used herein unless otherwise  
specifically provided, the following land use provisions are  
imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision  
shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of  
Article VII of the Master Declaration, prior to construction of  
any dwelling or other improvements or structures, a complete copy  
of the Plans therefor, as therein described, must be submitted  
for approval by the Architectural Control Committee. Such Plans  
shall conform with the provisions of Sections 3 through 14 below  
unless a waiver or variance is granted pursuant to Section 17  
below.

3. Setback Requirements. For purposes of this instrument,  
unless otherwise expressly provided herein, all structures  
attached or appurtenant to or forming a part of a single family  
dwelling unit built or to be built upon a Lot shall be considered  
a part of the "dwelling," including without limitation  
overhanging roofs. No part of any dwelling shall be located  
nearer than: (a) twenty feet (20') from any point on the front  
lot line of any Lot; or (b) ten feet (10') from any point on the  
rear lot line of any Lot, except that Lots sharing a common rear  
lot line shall each have a fifteen foot (15') setback from the  
rear lot line, and provided that lots adjacent to water or  
drainage areas are more specifically treated below; or (c) five  
feet (5') from any point on the side lot line of any Lot. In the  
event the rear lot line of a Lot borders on a canal, waterway,  
lake, pond, basin or drainage ditch, no part of the dwelling  
shall be nearer than ten feet (10') from any point on said rear  
lot line or any point on said body of water, whichever is closer  
to the dwelling.

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

(a) All roofs of dwellings shall be of glazed or  
cement tile, unless otherwise approved by the Developer in  
writing. No aluminum roofs shall be permitted.

(b) Any structures such as garages, porches, service  
or utility rooms, guest rooms, servants quarters, and the like

002101  
GR BOOK

000964  
PAGE

shall be attached to and be an integral part of the dwelling and shall also conform with all requirements hereof. No separate or detached structures of any type shall be permitted.

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 1,850 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unightly Objects. All unightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements

O.R. 2036 PG 1079

002101  
CR BOOK

000965  
PAGE

on the Lot. "Sodded" shall be defined as the result of installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 2 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 2 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots other than Lots 64 through 94, inclusive, Section III, Tract "K," construction of a dwelling must commence within twelve (12) months after the date of purchase of the Lot from the Developer; as to Lots 64 through 94, inclusive, Tract "K," construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer

D.R. 2030 PA 1080

002101  
CR BOOK

000966  
PAGE

may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God. Lots 1 through 4, inclusive, of Section I of Tract "K" are specifically excluded from the requirements of this Section 15 and Section 16 below.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of

~~O.R. 2036 Pg 1081~~

002101  
OR BOOK

000967  
PAGE

the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "K" of Waterford is executed this 25th day of May, 1988.

WITNESSES:

LANDCO DEVELOPMENT CORPORATION, a Florida corporation

Cinda J. Oran  
Rosa G. Lavatore

By: [Signature]  
As: President  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of May, 1988.

[Signature]  
Notary Public  
My commission expires:

Notary Public, State of Florida  
My Commission Expires Jan. 26, 1991  
Bonded This Tray File - Insurance Inc.

RSB16  
11:AFS:04298

O-R-2036 PG 1082

002101  
OR BOOK

000968  
PAGE

LEGAL DESCRIPTION

Lots 1 through 14, inclusive, and Lots 18 through 22, inclusive, Section I; Lots 23 through 63, inclusive, Section II; and Lots 64 through 94, inclusive, Section III; all in TRACT "K" OF WATERFORD, according to the plat thereof, recorded in Plat Book 32, Page 29, Public Records of Sarasota County, Florida.

AND  
in Plat Book 32, Pages 36 and 36A, Public Records of Sarasota County, Florida.

~~O.R. 2036 PG 1983~~

002101  
OR BOOK

000969

RECORDED IN OFFICIAL  
RECORDS  
JUN 3 11 41 AM '98  
KARL  
CLERK OF THE COUNTY  
SARASOTA COUNTY, FL.

RECORDED IN OFFICIAL  
RECORDS  
FEB 29 1 30 PM '98  
NORTH BLOSSING  
CLERK OF THE COUNTY  
SARASOTA COUNTY, FL.

EXHIBIT "A"

500  
-50

991968

AMENDMENT TO DECLARATIONS  
OF RESTRICTIONS FOR A PORTION  
OF TRACT "K" OF WATERFORD  
PHASES ONE A AND ONE B  
(Lots 1 through 14; 18 through 94)

002101  
OR BOOK

000973  
PAGE

Pursuant to paragraph 15 of the Declaration of Restrictions for (Lots 1 through 14; 18 through 94) of Tract "K" of Waterford, the Developer hereby grants an extension of deadlines for commencement of construction of Lots 1 through 14; 18 through 63 of Tract "K" of Waterford, Phase One-A, as platted in Plat Book 32, Pages 29, 29A, 29C, Public Records of Sarasota County, Florida. In Developer's opinion, the owners of said lots have made good faith diligent efforts to sell the Lots and/or to commence construction on said Lots. The extension hereby granted will require that the construction of a dwelling on said Lots must commence before the expiration of (i) twenty-four (24) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the lot from the Developer, whichever is later.

Witnesses:

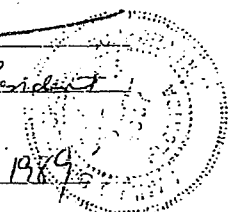
Landco Development Corporation  
a Florida Corporation

*Jay P. Parise*  
*Edward E. Jackson*

By: *[Signature]*  
As: *Senior Vice President*

Corporate Seal

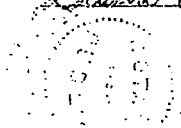
Date: *February 8, 1989*



State of Florida  
County of Sarasota

Sworn to and subscribed before me this *8<sup>th</sup>* day of *February* 19 *89*.

*Edward E. Jackson*



RECORDED & OFFICIAL  
RECORDS DEPT.  
FEB 24 1 30 PM '89  
SARASOTA COUNTY  
FLORIDA

Ret. Landco Dev.  
100 S. Ashley St. #1410  
Tampa, FL 33602



SECOND AMENDMENT TO DECLARATIONS OF RESTRICTIONS FOR A PORTION OF TRACT "K" OF WATERFORD

\*\* OFFICIAL RECORDS \*\* BOOK 2363 PAGE 2863

THIS AMENDMENT is made this 21 day of January, 1992, by Landco Development Corporation, a Florida Corporation, in order to modify certain terms of the DECLARATION OF RESTRICTIONS FOR a portion of Tract "K" Lots 1 through 14; 18 through 94 OF WATERFORD, recorded in O.R. Book 2036, Pages 1078-1083; O.R. Book 2037, Page 2376 and as amended in O.R. Book 2101, Page 973 in the Public Records of Sarasota County, Florida ("The Restrictions").

Paragraph 15 Timing of Construction of the Dwelling is hereby amended as follows:

15. Timing of Construction of the Dwelling. As to all Lots, (i) FIFTY-FOUR (54) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, or (iii) TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE OF THE LOT FROM THE OWNER TO ANOTHER PARTY IN AN ARMS-LENGTH TRANSACTION, WHICHEVER IS LATER. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a sale of Lots is made to a party such as a builder, or where the Owner has made good faith diligent efforts to commence such construction but timely commencement is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

IN WITNESS WHEREOF, the undersigned has caused their AMENDMENT to be executed by their duly authorized officer and affixed their corporate seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

[Signature]
Lori Conover

LANDCO DEVELOPMENT CORPORATION a Florida corporation

By: [Signature] Michael W. Miller President

Attest: [Signature] Shawn R. McIntyre Secretary

(Corporate Seal)

LET TO: FIRST AMERICAN TITLE CO. OF FL, INC. 1978 SOUTH TAMPAH TRAIL VENICE, FLORIDA 34293

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of January, 1992, by Michael W. Miller and Shawn R. McIntyre, as President and Secretary respectively of Landco Development Corp., a Florida corporation on behalf of the corporation. They are personally known to me and did not take an oath.

[Signature] Lori Conover Notary Public Commission Number: CC159145 My Commission Expires: Nov. 11, 1995

2500  
350

973791

DECLARATION OF RESTRICTIONS  
FOR A PORTION OF  
TRACT "K" OF WATERFORD

THIS INSTRUMENT is made this 3<sup>rd</sup> day of November, 1988, by  
LANDCO DEVELOPMENT CORPORATION, a Florida Corporation  
("Developer").

*JMK*

W I T N E S S E T H:

WHEREAS, Developer is the owner of property subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Waterford, recorded in O.R. Book 2033, at Pages 1922 through 1950, inclusive, of the Public Records of Sarasota County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions pertaining to a portion of the land described in the Master Declaration, which portion is described in Exhibit "A" attached hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the terms of which are incorporated by reference and the defined terms of which shall be used herein unless otherwise specifically provided, the following land use provisions are imposed upon and shall apply to the Subdivision:

002089  
OR BOOK

1. Single Family Homes. All Lots within the Subdivision shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of Article VII of the Master Declaration, prior to construction of any dwelling or other improvements or structures, a complete copy of the Plans therefor, as therein described, must be submitted for approval by the Architectural Control Committee. Such Plans shall conform with the provisions of Sections 3 through 14 below unless a waiver or variance is granted pursuant to Section 17 below.

002006  
PAGE

3. Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of a single family dwelling unit built or to be built upon a Lot shall be considered a part of the "dwelling," including without limitation overhanging roofs. No part of any dwelling shall be located nearer than: (a) twenty feet (20') from any point on the front lot line of any Lot; or (b) ten feet (10') from any point on the rear lot line of any Lot, except that Lots sharing a common rear lot line shall each have a fifteen foot (15') setback from the rear lot line, and provided that lots adjacent to water or drainage areas are more specifically treated below; or (c) five feet (5') from any point on the side lot line of any Lot. In the event the rear lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the dwelling shall be nearer than ten feet (10') from any point on said rear lot line or any point on said body of water, whichever is closer to the dwelling.

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

(a) All roofs of dwellings shall be of glazed or cement tile, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(b) Any structures such as garages, porches, service or utility rooms, guest rooms, servants quarters, and the like shall be attached to and be an integral part of the dwelling and shall

RETURN TO:  
FIRST AMERICAN TITLE CO. OF FL, INC.  
1978 SOUTH TAMPA MI TRAIL  
VENICE, FLORIDA 34293

also conform with all requirements hereof. No separate or detached structures of any type shall be permitted.

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 1,850 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unsightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of

002089  
OR BOOK

002007  
PAGE

installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 3 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 3 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or

002089  
OR BOOK

002008  
PAGE

where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall

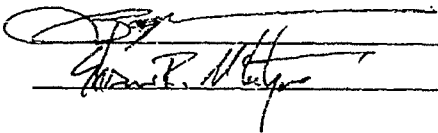
have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

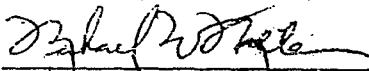
19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

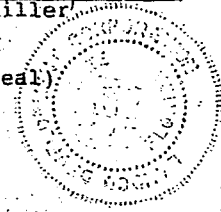
IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "K" of Waterford is executed the day and year first above written.

WITNESSES:

LANDCO DEVELOPMENT CORPORATION,  
a Florida corporation



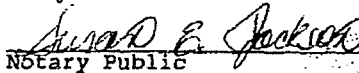
By:   
Michael W. Miller  
President  
(Corporate Seal)



STATE OF FLORIDA )  
COUNTY OF SARASOTA )

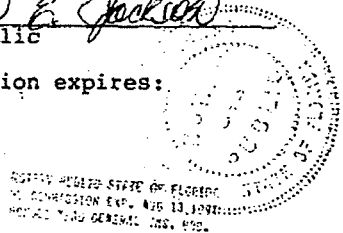
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, 1988.

  
Notary Public

My commission expires:

113088 d-3  
911\GAT\12192ASD02  
007315



002089  
OR BOOK

002010  
PAGE

LEGAL DESCRIPTION

Lots 95 through 118 and 159 through 174,  
inclusive, TRACT "K" OF WATERFORD, according  
to the plat thereof recorded in Plat  
Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of  
Sarasota County, Florida.

002089  
OR BOOK

002011  
PAGE

RECORDED IN OFFICIAL  
RECORDS  
REOPEN VERIFIED  
JAN 9 2 48 PM '89  
KARLE E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.

EXHIBIT "A"

2500  
350

~~999476~~

DECLARATION OF RESTRICTIONS  
FOR A PORTION OF  
TRACT "K" OF WATERFORD

999476

*J.M.H.*

THIS INSTRUMENT is made this 3<sup>rd</sup> day of January, 1988, by  
LANDCO DEVELOPMENT CORPORATION, a Florida Corporation  
("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of property subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Waterford, recorded in O.R. Book 2033, at Pages 1922 through 1950, inclusive, of the Public Records of Sarasota County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions pertaining to a portion of the land described in the Master Declaration, which portion is described in Exhibit "A" attached hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the terms of which are incorporated by reference and the defined terms of which shall be used herein unless otherwise specifically provided, the following land use provisions are imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of Article VII of the Master Declaration, prior to construction of any dwelling or other improvements or structures, a complete copy of the Plans therefor, as therein described, must be submitted for approval by the Architectural Control Committee. Such Plans shall conform with the provisions of Sections 3 through 14 below unless a waiver or variance is granted pursuant to Section 17 below.

3. Setback Requirements. For purposes of this instrument, unless otherwise expressly provided herein, all structures attached or appurtenant to or forming a part of a single family dwelling unit built or to be built upon a Lot shall be considered a part of the "dwelling," including without limitation overhanging roofs. No part of any dwelling shall be located nearer than: (a) twenty feet (20') from any point on the front lot line of any Lot; or (b) ten feet (10') from any point on the rear lot line of any Lot, except that Lots sharing a common rear lot line shall each have a fifteen foot (15') setback from the rear lot line, and provided that lots adjacent to water or drainage areas are more specifically treated below; or (c) five feet (5') from any point on the side lot line of any Lot. In the event the rear lot line of a Lot borders on a canal, waterway, lake, pond, basin or drainage ditch, no part of the dwelling shall be nearer than ten feet (10') from any point on said rear lot line or any point on said body of water, whichever is closer to the dwelling.

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

(a) All roofs of dwellings shall be of glazed or cement tile, unless otherwise approved by the Developer in writing. No aluminum roofs shall be permitted.

(b) Any structures such as garages, porches, service or utility rooms, guest rooms, servants quarters, and the like shall be attached to and be an integral part of the dwelling and shall

Return to:  
Sarasota  
Landco Dev. Corp  
1501 ...  
Voice: 1 342 2 2

~~...~~  
INC.

002106

PAGE



also conform with all requirements hereof. No separate or detached structures of any type shall be permitted.

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 1,850 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unsightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of

002106

PAGE

002106

PAGE

installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 3 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 3 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or

~~PAGE~~

PAGE

DUZ1UD  
OR BOOK

PAGE

where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall

OR BOOK

PAGE

U 2100  
OR BOOK

PAGE

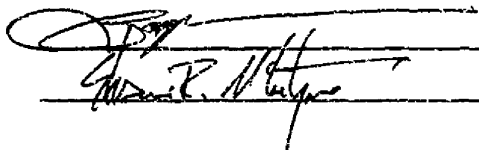
have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

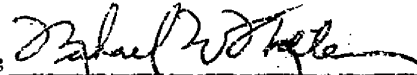
19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "K" of Waterford is executed the day and year first above written.

WITNESSES:

LANDCO DEVELOPMENT CORPORATION,  
a Florida corporation



By:   
Michael W. Miller  
President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, 1988.

  
Notary Public

My commission expires:

113088 d-3  
911\GAT\12192ASD02  
007315

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG 13, 1990  
PUBLISHED BY GENERAL REG. BND.

002106  
OR BOOK  
000953  
PAGE

LEGAL DESCRIPTION

Lots 95 through 118 and 159 through 174, inclusive, TRACT "K" OF WATERFORD, according to the plat thereof recorded in Plat Book 33, Page 6-68, Public Records of Sarasota County, Florida.

~~RECORDED~~  
~~INDEXED~~

~~INDEX~~

UUC1UB

RECORDED IN OFFICIAL  
OR BOOK RECORDS

REGISTERED

MAR 9 2 19 PM '85

~~KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.~~

UUU334

PAGE

RECORDED IN OFFICIAL  
RECORDS

REGISTERED

MAR 15 1 17 PM '85

KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.

FIRST AMENDMENT TO DECLARATIONS OF  
RESTRICTIONS FOR A PORTION OF TRACT "K" OF  
WATERFORD

\*\* OFFICIAL RECORDS \*\*  
BOOK 2363 PAGE 2852

THIS AMENDMENT is made this 21 day of January, 1992, by Landco Development Corporation, a Florida Corporation, in order to modify certain terms of the DECLARATION OF RESTRICTIONS FOR a portion of Tract "K" Lots 95 through 118; Lots 159 through 174 OF WATERFORD, recorded in O.R. Book 2089, Pages 2006-2011 and re-recorded in O.R. Book 2106, Pages 949-954 in the Public Records of Sarasota County, Florida ("The Restrictions").

Paragraph 15 Timing of Construction of the Dwelling is hereby amended as follows:

15. Timing of Construction of the Dwelling. As to all Lots, (i) FIFTY-FOUR (54) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, or (iii) TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE OF THE LOT FROM THE OWNER TO ANOTHER PARTY IN AN ARMS-LENGTH TRANSACTION, WHICHEVER IS LATER. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a sale of Lots is made to a party such as a builder, or where the Owner has made good faith diligent efforts to commence such construction but timely commencement is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

IN WITNESS WHEREOF, the undersigned has caused their AMENDMENT to be executed by their duly authorized officer and affixed their corporate seal as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

*[Handwritten signature]*

LANDCO DEVELOPMENT CORPORATION  
a Florida corporation

By: *[Signature]*  
Michael W. Miller  
President

Attest: *[Signature]*  
Shawn R. McIntyre  
Secretary

(Corporate Seal)

Rel To:  
FIRST AMERICAN TITLE CO. OF FL. INC.  
124  
1978 SOUTH TAMPAHI TRAIL  
VENICE, FLORIDA 34293

STATE OF FLORIDA  
COUNTY OF SARASOTA

RECORDED IN OFFICIAL  
RECORDS  
FILED  
JAN 29 4 55 PM '92  
CLERK OF COURT  
SARASOTA COUNTY, FL.

The foregoing instrument was acknowledged before me this 21 day of January, 1992, by Michael W. Miller and Shawn R. McIntyre, as President and Secretary respectively of Landco Development Corp., a Florida corporation on behalf of the corporation. They are personally known to me and did not take an oath.

*[Signature]*  
Lori Conover  
Notary Public  
Commission Number: CC159145  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 11, 1995  
Bonded thru Agent's Notary Brokerage

032230

**DECLARATION OF RESTRICTIONS  
FOR A PORTION OF  
TRACT "K" OF WATERFORD**

THIS INSTRUMENT is made this 25<sup>th</sup> day of May, 1988, by  
LANDCO DEVELOPMENT CORPORATION, a Florida corporation  
("Developer").

**W I T N E S S E T H:**

WHEREAS, Developer is the owner of property subject to the  
provisions of the Master Declaration of Covenants, Conditions and  
Restrictions for Waterford, recorded in O.R. Book 2033, at Pages  
1922 through 1950, inclusive, of the Public Records of Sarasota  
County, Florida (the "Master Declaration"); and

WHEREAS, Developer wishes to add additional restrictions  
pertaining to a portion of the land described in the Master  
Declaration, which portion is described in Exhibit "A" attached  
hereto and made a part hereof (the "Subdivision");

NOW, THEREFORE, in addition to the provisions of the Master  
Declaration, the terms of which are incorporated by reference and  
the defined terms of which shall be used herein unless otherwise  
specifically provided, the following land use provisions are  
imposed upon and shall apply to the Subdivision:

1. Single Family Homes. All Lots within the Subdivision  
shall be developed only as single family detached residences.

2. Architectural Plans. As provided in Section 1 of  
Article VII of the Master Declaration, prior to construction of  
any dwelling or other improvements or structures, a complete copy  
of the Plans therefor, as therein described, must be submitted  
for approval by the Architectural Control Committee. Such Plans  
shall conform with the provisions of Sections 3 through 14 below  
unless a waiver or variance is granted pursuant to Section 17  
below.

3. Setback Requirements. For purposes of this instrument,  
unless otherwise expressly provided herein, all structures  
attached or appurtenant to or forming a part of a single family  
dwelling unit built or to be built upon a Lot shall be considered  
a part of the "dwelling," including without limitation  
overhanging roofs. No part of any dwelling shall be located  
nearer than: (a) twenty feet (20') from any point on the front  
lot line of any Lot; or (b) ten feet (10') from any point on the  
rear lot line of any Lot, except that Lots sharing a common rear  
lot line shall each have a fifteen foot (15') setback from the  
rear lot line, and provided that lots adjacent to water or  
drainage areas are more specifically treated below; or (c) five  
feet (5') from any point on the side lot line of any Lot. In the  
event the rear lot line of a Lot borders on a canal, waterway,  
lake, pond, basin or drainage ditch, no part of the dwelling  
shall be nearer than ten feet (10') from any point on said rear  
lot line or any point on said body of water, whichever is closer  
to the dwelling.

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

(a) All roofs of dwellings shall be of glazed or cement  
tile, unless otherwise approved by the Developer in writing. No  
aluminum roofs shall be permitted.

(b) Any structures such as garages, porches, service or  
utility rooms, guest rooms, servants quarters, and the like shall  
be attached to and be an integral part of the dwelling and shall

*Pat Tomerlin*

DR BOOK

PAGE 19

also conform with all requirements hereof. No separate or detached structures of any type shall be permitted.

(c) Each dwelling shall have a ground floor heated and cooled living area of not less than 1,850 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

(d) All garages shall be of at least two (2) car capacity and a minimum of 20' x 22' in area, and shall be equipped with automatic door openers. The minimum driveway width shall be sixteen feet (16'). All driveways and sidewalks shall be constructed with a minimum of 3,000 PSI concrete, with each drive extending to its intersection with a paved street, and shall be completed at the time of original construction of improvements and prior to issuance of a certificate of occupancy for the dwelling served by such drive. Driveway, parking area and walkway design, location, materials and coloring shall be subject to Architectural Control Committee approval as provided in the Master Declaration.

(e) No carports shall be permitted anywhere in the Subdivision.

5. Unsightly Objects. All unsightly objects, including but not limited to, side pads, air conditioning equipment, pool equipment, garbage cans, pumps, irrigation equipment and compressors, shall be constructed or stored in such a fashion as to not be visible from adjacent properties or streets. Such unsightly objects shall be fenced, walled, hedged or otherwise enclosed by a structure or landscaping, which must be approved by the Architectural Control Committee, as provided in the Master Declaration.

6. Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

7. Landscaping; Trees. As provided in the Master Declaration, a landscape plan shall be submitted for approval by the Architectural Control Committee prior to construction or installation of landscaping. A tree survey designating all trees with a four inch (4") or greater caliper shall be provided to the Architectural Control Committee, designating which trees, if any, are to be removed from the Lot. Each Lot shall have a minimum of three (3) trees, either pine, palm or oak, with at least twelve foot (12') clear trunk, and a minimum of an eight inch (8") caliper. All approved landscaping for a Lot shall be completed prior to the issuance of the certificate of occupancy for the dwelling on the Lot.

8. Yards and Lawns. That portion of each Lot, and also the unpaved portion of a street right-of-way adjoining such Lot, that is not covered by a dwelling, patio, flowerbed, driveway or walkway, shall be sodded with Floritam grass or other approved grass, at the time of the original construction of improvements on the Lot. "Sodded" shall be defined as the result of

002126  
OR BOOK

002275  
PAGE



installing fully matured grass and not plugs or seed. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted, provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes within an otherwise sodded yard.

9. Irrigation System. All Lots shall be equipped with in-ground irrigation systems for the lawn and landscaping thereon. As provided in the Master Declaration, all irrigation plans are subject to Architectural Control Committee approval.

10. Drainage System. As provided in the Master Declaration, all drainage system plans shall be submitted to the Architectural Control Committee for approval prior to the installation or construction of the system.

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

12. Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Architectural Control Committee, as set forth in the Master Declaration. Post lights are required on all Lots, in locations approved by the Architectural Control Committee. In order to provide uniformity of mailbox and light post designs throughout the Subdivision, the Developer may promulgate design standards and specifications to be used for all mailboxes, post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Control Committee.

13. Waterfront Lots. The owners of each Lot adjacent to a canal, waterway, lake or pond have an easement and the right, but not the obligation, to mow the portion of the Subdivision between the lines of the Lot and the water's edge, as though the Lot lines of the Lot were extended to the water's edge.

14. Combined Lot Construction. Notwithstanding the setback provisions of Section 3 of this Declaration, and upon Architectural Control Committee approval, a dwelling may be constructed upon contiguous Lots in such a fashion that the dwelling is positioned on the boundary line between the two (2) contiguous Lots, provided, however, that no easements of record, including easements shown on any plat of the Subdivision, are encroached upon by the location of the dwelling. Once the dwelling is constructed, the Lots upon which it is constructed must remain under common ownership unless and until the dwelling is removed. Upon removal of the dwelling, the setback provisions of Section 3 of this Declaration shall again apply to and control construction upon the Lots.

15. Timing of Construction of the Dwelling. As to all Lots, construction of a dwelling must commence before the expiration of (i) thirty-six (36) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, whichever is later. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a bulk sale of Lots is made to a party other than a builder or future resident of the Lots, or

002126  
OR BOOK  
002276  
PAGE

where the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

16. Completion of Structures. All structures and improvements must be completed substantially in accordance with the approved Plans within nine (9) months after the commencement of construction, except that the Developer may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction but timely completion is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

17. Relationship with Master Declaration; Right of Developer to Grant Waivers or Variances. All of the provisions of this instrument are in addition to and not in limitation of the terms of the Master Declaration. Where the terms hereof are more restrictive than but consistent with the Master Declaration, all provisions shall be binding, but in the event of impossibility of compliance with both documents, the terms of the Master Declaration shall control. The absolute right and discretion is hereby reserved to the Developer to grant waivers of or variances from the obligations of these restrictions in cases where not to grant such variances or waivers would create hardship, in the opinion of the Developer, or where the improvements allowed by such variances or waivers would be in keeping with the spirit and intent of this instrument or compatible with the character and nature of the Subdivision, or would not substantially adversely affect any neighboring Owners or the Subdivision as a whole. Such variances or waivers, if granted, shall be granted upon written application of the Owner setting forth in detail the variance or waiver desired and reasons for it. Any such variance or waiver, if granted, shall be evidenced by a written instrument executed by the Developer with the formalities of a deed and may be recorded in the Public Records of Sarasota County, Florida, at the expense of the Owner obtaining the variance or waiver.

18. Enforcement. The Developer, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by this Declaration of Restrictions. Further, the Developer shall have the right, upon ten (10) days' prior written notice by certified or registered mail, return receipt requested, to take such action as Developer shall deem necessary to cure the default of any Owner who fails to comply with the provisions hereof, and all costs reasonably incurred in connection therewith, together with interest at the highest contract rate permitted by law from five (5) days after the date of demand, shall be due and payable from the defaulting Owner on demand, and shall be secured by a lien in favor of the Developer on the defaulting Owner's Lot as described in Article VI, Sections 10 and 12 of the Master Declaration. Without limiting and in addition to the foregoing remedy, in the event the provisions of Sections 15 and 16 regarding construction deadlines are violated, the Owner of the Lot as to which the violation occurs shall be liable for liquidated damages payable to the Developer in the amount of One Hundred Dollars (\$100.00) per day for each day beyond the deadlines in Sections 15 and 16 that construction is not commenced or completed, as the case may be. The right to such damages shall be secured by a lien in favor of the Developer as described in Article VI, Sections 10 and 12 of the Master Declaration. If such a lien is filed but is subsequently removed or extinguished by foreclosure of a superior mortgage or other lien, the mortgagee or other person taking title by foreclosure shall again be subject to the deadlines for construction set forth in Sections 15 and 16, but the time periods shall run from the date that title is acquired so that the mortgagee or other person taking title by foreclosure shall

002126  
OR DECK  
002277  
PAGE

have another twelve (12) months to commence construction, if construction has not been commenced, and another nine (9) months to complete construction. Liquidated damages shall again begin to accrue and shall be secured by a lien in favor of the Developer if these extended construction deadlines are not met.

19. Assignment of Developer's Rights. The Developer rights hereunder may be assigned in whole or in part to any other person or entity having an interest in any portion of the Subdivision, and/or to the Architectural Control Committee, by a written instrument evidencing the assignment and specifying the rights assigned.

IN WITNESS WHEREOF, this Declaration of Restrictions for a portion of Tract "K" of Waterford is executed the day and year first above written.

WITNESSES:

LANDCO DEVELOPMENT CORPORATION,  
a Florida corporation

[Signature]  
[Signature]

By: [Signature]  
Michael W. Miller  
President  
(Corporate Seal)

002126  
OR BOOK

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL W. MILLER, well known to me to be the President of LANDCO DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged executing the aforesaid instrument freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

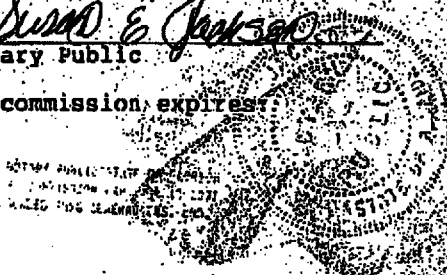
002278

WITNESS my hand and official seal in the County and State last aforesaid this 25 day of May, 1989.

[Signature]  
Notary Public

My commission expires:

113088 d-3  
911\GAT\12192ASD02  
007315



LEGAL DESCRIPTION

Lots 119 through 158 and 175 through 201, inclusive, TRACT "K" OF WATERFORD, according to the plat thereof recorded in Plat Book 33, Pages 15 through 15-0, Public Records of Sarasota County, Florida.

002126  
OR BOOK

002279  
PAGE

RECORDED IN ORIGINAL RECORDS  
APR 23 2013  
SARASOTA COUNTY, FLORIDA  
KAMRIN L. RUSHING  
CLERK OF COUNTY COURT

FIRST AMENDMENT TO DECLARATIONS OF RESTRICTIONS FOR A PORTION OF TRACT "K" OF WATERFORD

THIS AMENDMENT is made this 21 day of January, 1992, by Landco Development Corporation, a Florida Corporation, in order to modify certain terms of the DECLARATION OF RESTRICTIONS FOR a portion of Tract "K" Lots 119 through 158; Lots 175 through 201 OF WATERFORD, recorded in O.R. Book 2126, Pages 2274-2279 in the Public Records of Sarasota County, Florida ("The Restrictions").

Paragraph 15 Timing of Construction of the Dwelling is hereby amended as follows:

15. Timing of Construction of the Dwelling. As to all Lots, (i) FIFTY-FOUR (54) months from the date the plat for such Lots is recorded, or (ii) twelve (12) months after the date of purchase of the Lot from the Developer, or (iii) TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE OF THE LOT FROM THE OWNER TO ANOTHER PARTY IN AN ARMS-LENGTH TRANSACTION, WHICHEVER IS LATER. The Developer may grant extensions of the foregoing deadlines for commencement of construction for good cause shown, including those circumstances in which a sale of Lots is made to a party such as a builder, or where the Owner has made good faith diligent efforts to commence such construction but timely commencement is impossible as a result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

IN WITNESS WHEREOF, the undersigned has caused their AMENDMENT to be executed by their duly authorized officer and affixed their corporate seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

Lori E Conover

LANDCO DEVELOPMENT CORPORATION a Florida corporation

By: [Handwritten signature] Michael W. Miller President

Attest: [Handwritten signature] Shawn R. McIntyre Secretary

(Corporate Seal)

LET TO:

FIRST AMERICAN TITLE CO. OF FL, INCL 124, 1978 SOUTH TAMPAHI TRAIL VENICE, FLORIDA 34293

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of January, 1992, by Michael W. Miller and Shawn R. McIntyre, as President and Secretary respectively of Landco Development, Corp. a Florida corporation on behalf of the corporation. They are personally known to me and did not take an oath.

[Handwritten signature]

Lori Conover Notary Public Commission Number: CC159145 My Commission Expires:

Notary Public; State of Florida at Large My Commission Expires Nov. 11, 1995 Bonded thru Agent's Notary Brokerage

bjm/amend

\*\* OFFICIAL RECORDS \*\* BOOK 2363 PAGE 2865

RECORDED IN OFFICIAL RECORDS JAN 29 4 56 PM '92