

321907

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PERIDIA PATIO HOMES 5

THIS DECLARATION, made this 16th day of November, 1988, by Southern Lakes Venture, a Florida general partnership, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property in Manatee County, Florida, described in Article 2, and desires to establish thereon a planned residential community; and

WHEREAS, Developer deems it desirable to make provision for the preservation of values and amenities in the community, and to create an entity for the administration and enforcement of these Covenants; and

WHEREAS, Developer has caused Peridia Patio Homeowners 5. Association, Inc., to be incorporated under the laws of Florida as a non-profit corporation for such purpose;

NOW, THEREFORE, Developer declares that the real property described in Article 2, and such additions thereto as may hereafter be made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE 1

DEFINITIONS

The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. "Architectural Review" shall mean and refer to the requirements of this Declaration that certain improvements or alterations to Lots and existing improvements be reviewed and approved, and where the context indicates, the review and approval procedures of Article 9.

1.02. "ARC" shall mean and refer to the Architectural Review Committee described in Article 9.

RECORD VERIFIED
R.B. SHORE CLERK OF CIRCUIT COURT

BY: Maitha J. Pope dk

O.R. 1262 PB 0486

1.03. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

1.04. "Assessment" shall mean and refer to a charge against a particular Owner and his Lot, made by the Association in accordance with this Declaration and secured by a lien against such Lot as hereinafter provided. The following meanings shall be given to the following types of assessments:

(a) "Regular Assessment" shall mean the recurring periodic assessment for each Owner's share of the budgeted common expense.

(b) "Special Assessment" shall mean any Assessment made under the authority of this Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts necessary to supplement Regular Assessments; the cost of bringing a particular Owner or Lot into compliance with this Declaration, the Articles, By-Laws or Rules made pursuant thereto; costs of acquiring, maintaining, repairing or replacing Common Property; or the cost of any service, material or combination thereof which may be obtained by the Association for the use and benefit of such Owner or his Lot as provided herein.

1.05. "Association" shall mean and refer to Peridia Patio Homeowners 5 Association, Inc., a Florida non-profit corporation, its successors and assigns. The Association is a Component Association as defined and described in the Master Declaration.

1.06. "Board" shall mean and refer to the Board of Directors of the Association.

1.07. "By-Laws" shall mean and refer to the By-Laws of the Association.

1.08. "Common Expenses" shall mean and refer to the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of any Common Property, and all other areas of the Subdivision maintained by the Association, including those parts of the Lots that the Association is to maintain under these Covenants.

(b) Obligations incurred by the Association in excess of revenues because Assessments have not been paid.

(c) Maintenance by the Association of areas within public rights-of-way or Drainage easements or ditches adjoining or running through the Subdivision as may be provided in this Declaration or as determined by the Board.

(d) Expenses of administration and management of the Association.

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

(f) Reasonable reserves as deemed appropriate by the Board.

(g) Taxes and other governmental assessments and charges paid or payable by the Association.

(h) Utility charges, including deposits, incurred in the carrying out of other Association obligations hereunder. Such utility charges may include, but not necessarily be limited to, electrical service charges to maintain street lights within the Subdivision if such street lighting is installed by Developer or the Association, unless such utility charges with respect to street lighting are payable by the Master Association.

(i) The cost of any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with this Declaration, the Articles or By-Laws, and in furtherance of the purposes of the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration.

1.09. "Common Property" shall mean and refer to all real property or interest therein, including easements, licenses and servitudes, owned by or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereon. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated Common Property. Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of the Subdivision and their guests, subject to the provisions of this Declaration.

1.10. "Declaration" shall mean and refer to this document, together with all amendments and Supplementary Declarations. The term "Covenants" shall have the same meaning as "Declaration."

1.11. "Developer" shall mean Southern Lakes Venture, a Florida general partnership, or its successors or assigns as such Developer.

1.12. "Lot" shall mean and refer to a discrete lot or building parcel reflected on a recorded subdivision plat of the Subdivision. "Lot" shall not include any platted land that is Common Property. Where one or more platted lots may be reconfigured pursuant hereto, the term "Lot" shall refer to the reconfigured parcel.

1.13. "Master Association" shall mean and refer to Peridia Property Owners Association, Inc., a Florida corporation not-for-profit.

1.14. "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Peridia, as recorded in Official Records Book 1175, Page 3212, of the Public Records of Manatee County, Florida, as such Master Declaration has or may be amended from time to time.

1.15. "Member" shall mean and refer to every person or entity who is qualified for membership pursuant to Article 3 of this Declaration.

1.16. "Owner" shall mean and refer to the single or multiple Owner of record of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. Owner shall not include Developer, its successors or assigns as Developer until such time as Developer Membership terminates and is converted to Regular Membership.

1.17. "Subdivision" shall mean and refer to all existing property and additions thereto under Article 2 made subject to this Declaration. The Subdivision is a Component Community, as that term is defined and described in the Master Declaration.

ARTICLE 2

THE PROPERTY

2.01. Existing Property. The existing real property which is subject to this Declaration is Lots 104 through 172, inclusive, of Peridia Unit Four, as per plat thereof recorded in Plat Book 24, Pages 100-112, of the Public Records, Manatee County, Florida.

2.02. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Developer shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to the Subdivision, or which is or may be subject to the Master Declaration. Such additional property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. Any additions under this Article shall be made by filing a Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of the Covenants and this Declaration to such additional property. The Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants contained in this Declaration as may be determined by Developer provided that such additions and/or modifications are not substantially inconsistent with this Declaration; provided further, however, that any such modifications shall have no effect on the property described in Section 2.01 above.

(b) Other Additions. Upon approval in writing of the Association, pursuant to an affirmative vote of the Owners of two-thirds of all of the Lots subject to the Declaration, the Owner (other than Developer) of other property contiguous or nearly contiguous to the Subdivision, or other property that is or may be subject to the Master Declaration, who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may record a Supplementary Declaration of Covenants with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

ARTICLE 3

MEMBERSHIP IN ASSOCIATION

3.01. Membership. The Owner of each Lot shall be a member of the Association and no one who is not an Owner of an interest in a Lot shall be a member of the Association; provided, however, as hereinafter provided Developer shall be a member of the Association. Each Owner accepts membership in the Association and

agrees to be bound by this Declaration, the Articles and By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Lot, and may not be transferred separate and apart from a transfer of ownership of the Lot. Membership automatically terminates upon the sale or transfer of an Owner's interest in a Lot, whether voluntary or involuntary. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the By-Laws or Association rules.

3.02. Voting Rights. For purposes of voting rights, the Association shall be deemed to have two types of membership, Regular Membership and Developer Membership. Regular Members shall be all Owners of Lots with the exception of the Developer Members, if any. Regular Members shall be entitled to one vote for each Lot in which such members hold a required ownership interest; provided, however, that when there are multiple Owners of a Lot, there shall nevertheless be only one vote for each Lot, which vote shall be exercised among the Owners of said Lot as provided in the By-Laws. Developer Members shall be the Developer or any successor to Developer who takes title for the purpose of development and sale of the Subdivision. The Developer Members shall originally be entitled to 208 votes; this number shall be decreased at any given time by one vote for each Lot then owned by one or more Regular Members. If additional property is added pursuant to Section 2.02, then Developer's number of votes shall increase by three votes for each Lot added. Developer Membership shall terminate and become converted to Regular Membership upon the happening of the earlier of the following:

- (i) When the total outstanding Regular votes equals 69 Lots;
 - (ii) December 31, 1993; or
 - (iii) When, in its discretion, the Developer so determines.
- (If additional property is added the number of Lots set out in Subsection (i) above shall be increased by 75% of the additional

Lots so added.) After the earliest of such events, the Developer Members shall be deemed to be Regular Members entitled to one vote for each Lot. Within sixty (60) days after such date, Developer shall call a meeting as provided in the By-Laws for special meetings to advise the membership of the termination of Special Developer status.

3.03. Election of Board of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

3.04. Control of Board During Development. During the time that Developer Members have more votes than the Regular Members, Developer shall have the right to designate, appoint and remove the members of the Board, and the Directors so designated by Developer need not be members of the Association. Provided, however, that when the Regular Members have 36 votes, they shall be entitled, by majority vote among themselves, to elect one (1) Director, with the other Directors being designated by the Developer. Developer may waive its right to designate any one or more Directors, as provided in the By-Laws.

ARTICLE 4

COMMON PROPERTY

4.01. Common Property. Developer does not plan any Common Property for the Subdivision. This Article is reserved solely to afford a location in this Declaration for governing provisions in the event Developer decides to establish and to transfer Common Property to the Association, or in the event after Developer Membership terminates the Association determines to acquire Common Property.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

5.01. Creation of the Lien and Personal Obligation of Assessments. Subject to the Developer's personal exemption hereinafter set forth, Developer, for each Lot owned by it, hereby

covenants and agrees to pay, and each Owner of any Lot by acceptance of such ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association all Assessments made in accordance with this Declaration, the Articles and By-Laws. All such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon, late charges, attorney's fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot against which each such assessment is made. Each such Assessment, together with such interest, late charges, costs and attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors. The Association may record in the Public Records of Manatee County, Florida, a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for assessments to be valid, provided that the recording of such notice shall determine the priority of such lien with respect to liens against the Lot claimed by the Master Association.

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5.02. Purposes of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and By-Laws. Amounts for Common Expenses provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, all as may be authorized from time to time by the Board.

5.03. Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board pursuant to

the Articles and By-Laws after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such cost. Written notice of the annual Regular Assessment shall be sent to every Owner. Each Owner shall thereafter pay to the Association his Regular Assessment in such installments as may be established by the Board.

5.04. Special Assessments. The Association may levy such Special Assessments as may be determined to be necessary or desirable in carrying out its responsibilities and duties under this Declaration. The amount and purpose of all such Special Assessments shall be established by the Board, unless otherwise provided. Without limiting the generality of the foregoing, the following circumstances shall authorize Special Assessments:

(a) Supplementary Amounts. If the Board shall determine that the Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Special Assessment against each Lot, specifying the date or dates when due.

(b) Compliance. Special Assessments shall be levied by the Board against a Parcel to reimburse the Association for costs incurred in bringing an Owner or his Lot into compliance with this Declaration.

(c) Improvement. The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any acquisition of Common Property, or construction, repair or replacement of a described improvement to Common Property, including the fixtures and personal property related thereto. Provided, however, that all such Special Assessments must be approved by the Owners of not less than two-thirds of the Lots; by

at least a majority of the votes entitled to be cast by Regular Members; and by the Developer during the time it has Developer membership status. Such Special Assessments shall be payable at such times and in such installments as may be determined by the Board and approved by the Membership as otherwise provided for approval of the assessment. All amounts so collected may only be used for capital improvements and shall be deposited by the Board in a separate account to be held in trust for such purposes. Said funds shall not be comingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the members.

(d) Services. If the Association undertakes to provide materials or services which benefit individual Lots, but which can be accepted or not by the Owner, such as contracting in bulk for repairs, services, materials or maintenance, cable television service in excess of basic service, cable television, community antenna television, rental of storage areas or other materials or services, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service, or charge to such Owner, shall be a Special Assessment against such Owner and his Lot. The Owner will be deemed to have agreed to such assessment by subscribing, requesting or accepting such material or service.

5.05. Uniformity. Each Lot shall bear an equal share of the Common Expense, and all Regular and Special Assessments shall, unless otherwise provided, be uniform, each Lot bearing an equal share. Regular and Special Assessments may be collected at such intervals as may be determined by the Board. Special Assessments for compliance and services will be neither uniform in amount nor level because of their nature, but they shall be handled and processed in a uniform and non-discriminatory manner, and all Lots and Owners similarly situated shall be assessed in a uniform manner.

5.06. Commencement of Regular Assessments. Regular Assessments shall commence as to all Lots on the first day of the

month following the conveyance of the first Lot by Developer to an individual Owner. Regular Assessments as to Lots in additional areas brought under the Declaration pursuant to Section 2.02 shall commence with respect to all Lots within such area on the first day of the month following the conveyance of the first Lot therein by Developer to an individual Owner in the same manner as above provided. If the amount budgeted to meet Common Expenses for the current year proves to be excessive, the Board in its discretion may either reduce the amount of Regular Assessments or abate collection of Regular Assessments, as it deems appropriate. No such reduction or abatement shall, however, result in a significant and adverse diminishment of the quantity or quality of services rendered by the Association.

5.07. Certificate of Payment. The Association shall upon request furnish to any Owner a certificate signed by an officer or authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid, and the date and amount, if known, of the next assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.08. Amount of Regular Assessments. The Regular Assessment shall be established by the Board based upon a budget adopted by the Board. The amount of the Regular Assessment for each Lot will be the same, subject only to exemptions for the Developer as hereinafter provided. The Board may establish and assess the budget based upon the anticipated expense and number of lots added and anticipated to be added to the Subdivision for the then current year.

5.09. No Offsets. All assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its responsibilities and authorities as provided in this Declaration.

5.10. Rights of Mortgagees. The lien of all assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring title to such Lot as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for assessments pertaining to such Lot becoming due within such period. Such unpaid share of the Common Expense or assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Lot through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve an Owner from responsibility for such unpaid assessments for the period of time he owned such Lot. Any assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein.

5.11. Budget. The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the following fiscal year. Failure of the Board to prepare, submit and adopt a budget in a timely manner shall not affect the validity of the budget once adopted.

5.12. Non-payment of Assessment and Remedies of Association. If any assessment is not paid within thirty (30) days of the due date specified by the Association when the assessment is levied, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid within such thirty (30) day period, then a late charge of \$10.00 shall be levied and the assessment shall bear interest from the date of delinquency at the

maximum annual rate permitted by law. (The Board may from time to time increase the amount of the late charge authorized hereby, taking into consideration the declining purchasing power of the United States Dollar; the costs reasonably expected to be incurred by the Association as a result of following up such delinquency; and the effectiveness of such late charge in assuring prompt and timely payment of Assessments.) As a condition to bringing an action at law or for foreclosure of a lien, the Association shall first record a Notice of Lien among the Public Records of Manatee County, Florida, and furnish a copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. (Failure of the Association to obtain a receipt shall not, however, prevent enforcement of such assessment or lien.) If such assessment, together with interest and costs attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Association may bring suit at law for damages or foreclose its lien, or both. Upon the timely payment or other satisfaction of all delinquent assessments specified in a Notice of Lien and all other assessments which have become due and payable with respect to the Lot as to which such notice was recorded, together with such interest, late charges and attorney's fees as may be applicable pursuant to this Declaration, the Association shall furnish a recordable release of such notice.

5.13. Interest and Costs. All assessments and other amounts due the Association pursuant to this Declaration shall bear interest at the highest rate permitted by law. The liens in favor of the Association shall secure the amount of the assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee at trial and any appellate level. The Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the assessment as to which they apply.

5.14 Developer Assessment. Notwithstanding any provisions of this Declaration, the Articles or By-Laws to the contrary, so long as there is a Developer Membership status Developer shall not be obligated for nor subject to any Regular Assessment for any Lot which it may own, nor shall it be responsible for any Special Assessment except those to which Developer shall consent in writing. Upon termination of Developer Membership status, whichever first occurs, each Lot owned by Developer shall thereafter be assessed at 20 per cent of the Regular and Special Assessment level established for Lots owned by Regular Members other than Developer. Provided, however, that under no circumstances however shall Developer be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments for compliance, services or improvements not consented to by Developer. All such Assessments shall be prorated for the remaining months of the then current fiscal year, if applicable. Developer's assessment shall be only for those Lots subject to this Declaration. Upon transfer of title of the Lot owned by Developer, the Lot shall then be assessed and the amount otherwise established for Lots owned by owners other than Developer, prorated as of and commencing with the month following the date of transfer of title.

ARTICLE 6

DUTIES AND POWERS OF ASSOCIATION

6.01. General Duties and Powers of the Association. In addition to the duties and powers enumerated herein and in the Articles and By-Laws, and without limiting the generality thereof, the Association shall:

(a) Enforce the provisions of this Declaration, the Articles and By-Laws by appropriate means and carry out the obligations of the Association hereunder.

(b) Obtain all required utility and other services associated with the carrying out of the Association's responsibilities hereunder.

(c) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems

necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(d) Have the duty to maintain architectural control over the Subdivision in accordance herewith.

(e) Have the power of entry upon any Lot where necessary in connection with carrying out of Association responsibilities hereunder or the construction, maintenance or repair for the benefit of the Owners.

(f) Have the power to acquire, accept, maintain, repair, improve and replace Common Property

(g) Have the power to negotiate and contract for such materials and services for the benefit of the Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Special Assessment.

(h) Have the power, through its Board of Directors, to exercise voting rights of the members as members of the Master Association in accordance with the Master Declaration, and to perform such other functions as may be required or permitted by the Master Declaration.

6.02. Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Declaration, the Articles or By-Laws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE 7

REPAIR AND MAINTENANCE

7.01. Repair and Maintenance by The Association. The Association shall be responsible for the maintenance, repair and replacement, except as otherwise provided, of the following:

- (a) Any Common Property acquired by the Association.
- (b) Public sidewalks within the Subdivision to the extent

the same are not maintained to an acceptable level by public authorities or the Master Association.

(c) The lawns and landscaping of Lots upon which homes have been constructed, located outside the exterior walls of such improvements, except for any portion of such lawn or landscaping that may lie within a private courtyard, lanai, patio or similar area. Provided, however, that the Association shall not be responsible for the maintenance, repair or replacement of special landscaping installed by the Owner of the Lot with the approval of the ARC, if maintenance thereof by the owner is a condition of ARC approval as otherwise provided herein. Provided further, the Association shall not be responsible for replacement of landscaping, same being the responsibility of the Owner.

(d) Landscape Buffer Easements of a width of 10 feet along the rear boundary of certain Lots, if any, as shown on the recorded plats of the Subdivision, such maintenance by the Association to be in accordance with the requirements of the Manatee County Comprehensive Zoning and Land Development Code. The Association's right shall be accompanied by the power of entry upon any Lot where necessary to make plantings, irrigate and maintain said Landscape Buffer Easement.

The expense of all the foregoing shall be a Common Expense. Provided, however, that if an item of maintenance, repair or replacement is the result of any intentional or negligent act of an Owner or member, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Lot for reimbursement as a Special Assessment hereunder.

7.02 Repair and Maintenance by Owner. Except for the maintenance obligations of the Association as provided in Section 7.01(c) above, each Owner shall be responsible for the maintenance, repair and replacement of his Lot and all improvements thereto

(including any irrigation and sprinkling system), including the landscaping and lawn thereof and of any enclosed area and any special landscaping that the ARC may require that the Owner maintain as a condition of approval. Each Owner shall maintain such Lot and improvements at his sole expense, and such maintenance shall extend to and include all structures, fixtures, equipment, appliances and plant life, each to be maintained in good condition and repair, and in an attractive condition in keeping with the standards of maintenance throughout the Subdivision. Maintenance by the Owner shall further include painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, screening and caging, walks and other exterior improvements, and periodic irrigation of the lawn and landscaping. All such maintenance and repairs shall conform to such maintenance standards as may be promulgated from time to time by the Association in accordance herewith.

7.03. Maintenance Standards. The Association may, from time to time, adopt and promulgate reasonable maintenance standards for the Subdivision, so long as such standards are not contrary to the provisions of this Declaration. Such maintenance standards shall apply both to those maintenance categories that are the responsibility of the Owner and those that are the responsibility of the Association.

7.04 Right of Association to Maintain. If an Owner has failed to maintain or repair his Lot or the improvements thereon as required by this Declaration, then after notice as herein provided the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of such maintenance or repairs shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated uniform standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

(a) Upon finding by the Board of a deficiency in maintenance, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to be taken to correct the deficiency.

(b) If the Owner does not correct such deficiency within twenty (20) days of receipt of such notice, then thereafter the Board may give notice of the Board's intention that the Association perform such maintenance or repairs.

(c) Any Owner aggrieved by the decision of the Association to proceed under this Section may, after receipt of notice announcing the intention of the Association to perform the maintenance or repairs, appeal same to the Architectural Review Committee, whose decision shall be final. Failure to appeal within ten (10) days of receipt of such notice of intention to proceed shall be deemed a waiver of objection and consent to the performance of such maintenance and repairs by the Association, and consent to the assessment of the cost thereof as a Special Assessment.

(d) All such maintenance or repair by the Association, other than emergency repairs, shall take place only during daylight hours on week days, excluding holidays.

ARTICLE 8

INSURANCE AND RECONSTRUCTION

8.01 Insurance by Association. The Association shall obtain and continue in effect as a Common Expense such insurance and such amounts in coverages as the Board shall from time to time determine to be appropriate, necessary or desirable, including but not necessarily limited to the following types of insurance:

(a) Comprehensive policy of public liability insurance with limits to be approved by the Board, covering claims for personal injury and/or property damage, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others and such other risks as shall customarily be covered with respect to similar developments and risks, which policy shall contain a "severability

of interest" endorsement or the equivalent, which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other Owners.

(b) Workers' compensation insurance in an amount sufficient to meet the requirements of Florida law.

(c) Such other insurance coverages in such amounts as the Board may determine to be necessary, reasonable or appropriate.

8.02 Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all casualty and liability insurance with respect to such Owner's Lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots in any manner.

8.03 Destruction of Improvements.

(a) In the event any dwelling structure upon a Lot shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such Lot to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. All such repair, replacement and reconstruction shall require Architectural Review as provided herein.

(b) Notwithstanding damage to or destruction of the improvements to a Lot, the Lot Owner shall remain liable to the Association for all assessments in connection with such Lot. Such liability shall continue unabated, even though such Lot is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to liability for Regular Assessments, such Lot may be liable for Special Assessments in connection with said Lot, including those in accordance with this Section.

(c) As soon as practical after damage or destruction, the Lot Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the Lot no later than thirty (30) days after the date upon which the casualty occurs.

(d) A Lot Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure so to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval and prosecute same to completion. If for any reason the Lot Owner does not notify, initiate Architectural Review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of his election not to rebuild.

(e) If an Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The Owner shall provide fill and install sod so that the unit shall thereupon give the appearance of a landscaped open space. Such clearing and the restoration of the Lot shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the provisions of this Section, then the Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense, but charged against the Lot Owner as a Special Assessment.

(g) Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause.

(h) The duties of the Association hereunder shall be performed by the Board.

ARTICLE 9

ARCHITECTURAL REVIEW

9.01 Architectural Review Committee. For the purposes of carrying out the Architectural Review process, there shall be an Architectural Review Committee (the "ARC"). The Committee shall consist of not less than three (3) nor more than seven (7) members, and shall initially consist of three (3) persons. The members of the ARC shall be appointed by the Board. A member of the ARC may at the same time serve as a member of the Board, and if the Board determines it may sit as the ARC. Members of the ARC shall serve terms established by the Board. Provided, however, that anything herein contained to the contrary notwithstanding, until such time as the Developer no longer has the right to elect or designate a majority of the Board, the Developer shall serve as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the ARC shall be as provided from time to time by the By-Laws.

9.02 Architectural Standards. The ARC may, from time to time, adopt and promulgate architectural standards for the Subdivision. The standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, esthetic and environmental concept and the original development of the Subdivision. All standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, technics and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

9.03 When Architectural Review Required. Architectural Review shall be required in each of the following circumstances:

- (a) Whenever the Owner of a Lot proposes to construct improvements thereto.
- (b) Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.

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

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

(e) Whenever an Owner proposes initial landscaping or any significant change or addition to the landscaping of his Lot, except for plantings within a substantially enclosed courtyard area. The ARC may grant conditional approval of landscape plans which, because of their design, nature or location, will make the mowing and trimming of lawns more time consuming. Such approval shall be conditioned upon the agreement of the Owner to pay an Additional Amount to defray the additional cost to the Association as a result of such proposed landscape plan. Nothing shall require an Owner to accept such condition, and the Owner may alter the proposed landscape plan to one that will not necessitate such Additional Amount. If, however, an Owner accepts such condition, he shall agree in writing that he and his Lot shall be responsible for such Additional Amount as a Special Assessment for services, and such agreement shall be recorded among the Public Records of Manatee County, Florida. The Special Assessment shall be in a reasonable amount determined from time to time by the Board.

(f) Without limiting the generality of the foregoing, the addition of swimming pools and patios shall be subject to Architectural Review, as shall the construction of any fence, wall, tennis court, screen enclosure, water or sewer line, drain, mail box, solar energy device, decorative building, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or improvements located thereon when viewed from adjacent lots or streets.

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

(a) A site plan for the Lot showing the location, shape and dimensions of all proposed structures, pavement and landscaping to be installed and plant material to be removed.

(b) Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.

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

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

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

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

The ARC may waive formalities in the submission process, and may waive any one or more of the above requirements if it deems the application, description, plans or specifications provide information of reasonably sufficient detail for the ARC to review. The ARC shall review and evaluate all submissions and shall, within thirty (30) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of

changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. Such stipulations may include, but shall not necessarily be limited to, a requirement that the Owner maintain special landscaping proposed if such landscaping would, in the judgment of the ARC, result in a significant increase in the cost of the Association carrying out its lawn and landscaping maintenance responsibilities under this Declaration. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. Failure of the ARC to approve or disapprove within thirty (30) days after receipt of all such material shall be deemed approval. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction or other improvements or alterations requiring ARC approval shall be commenced and completed without Architectural Review and approval by the ARC, or at variance with approved plans and specifications, and the ARC does not indicate disapproval thereof for a period of sixty (60) days after completion of such improvements, then such improvements shall be deemed to have been approved by the ARC. Provided, however, that if during such period after completion the ARC does indicate its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the ARC. Nothing shall prevent an owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the owner shall not perform any more work until the ARC has acted. The ARC shall expedite such application, but shall not have any increased obligation to approve merely because an owner has already commenced or completed improvements in violation of this Declaration

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

9.06 Rules and Regulations and Fees. The ARC may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for Architectural Review.

9.07 Records. The Association, through the ARC, shall maintain records of all Architectural Review proceedings.

ARTICLE 10

USE RESTRICTIONS

The following protective restrictions, limitation, conditions and agreements are hereby imposed upon the Subdivision and shall apply to all future Owners of said lands and any part thereof.

10.01 Prohibition Against Further Subdivision. The Lots shall not be further subdivided so as to create additional Lots, tracts or parcels for uses permitted herein, it being the intent of this Declaration that the property shall at all times be limited to that number of single family homesites shown as separate Lots on the plat or plats of the Subdivision recorded among the Public Records of Manatee County. Nothing contained herein shall be deemed to prevent the conveyance of portions of a private Lot to the Owner of an adjacent platted Lot to the end that platted Lot lines may be reconfigured, and upon such a conveyance the parcel so created shall be deemed a single family residential parcel and a "Lot" subject to the provisions hereof, as though same were originally platted as such; provided, however, that at no time shall the aggregate of all such conveyances as they may pertain to any platted Lot result in a revised and reconfigured tract with the land area deviating more than ten (10%) per cent from the land area of such tract as originally platted. Anything herein to the contrary notwithstanding, the Developer expressly reserves to itself, its

successors or assigns the right to replat any Lot or Lots shown on the plat of any such subdivision in order to create a modified building Lot or Lots. Provided further that Developer may convey single family building sites with reconfigured boundaries from those shown on a plat, and the tract as so bounded and conveyed by Developer shall be deemed a "Lot" subject to the provisions hereof as though same were originally platted as such.

10.02 Height Limitation of Buildings. No dwelling house or other building shall be more than two stories in height, nor more than 25 feet above the grade of the crown of the street upon which the Lot fronts.

10.03 Garages and Outbuildings. All garages shall be private garages with a capacity for at least one (1) and no more than two (2) automobiles.

10.04 Setbacks. All structures shall be built in conformance with the regulations imposed by Section 205 D of the Manatee County Comprehensive Zoning and Land Development Code for Zero Lot Line development. All requirements therein as to distances which shall be maintained between buildings on adjacent lots shall be observed. While it is intended that the setbacks provided herein shall be the ordinary setbacks observed, the ARC as part of the Architectural Review process may increase or decrease any specific setback where it finds that because of the location, nature and shape of the lot and design of the structure, that such alteration of setbacks is reasonable, appropriate, in accord with county requirements and will result in a lot that is developed and utilized in an appropriate manner that is not detrimental to surrounding properties.

10.05 Recreational Vehicles. No trailer, camper, motor home, boat, boat trailer, canoe or motorcycle shall be permitted to remain upon a Lot unless placed and maintained within an enclosed garage or carport, other than for temporary parking, unless prior approval has been granted by the ARC. Temporary parking shall mean the parking of such vehicles belonging to or being used by Owners or

their guests for loading and unloading purposes only. All temporary parking upon a Lot shall be restricted to paved driveways. The ARC may approve special storage arrangements for such vehicles, imposing such locational, time and other conditions as it may determine.

10.06 Other Vehicles. No trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision other than for temporary parking unless same are parked within a carport or enclosed garage. 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. The provision of this Section shall apply to trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners having a van or pickup truck for personal transportation purposes only, and not for commercial use, may park it on the driveway of their Lot, but no Lot may have more than one such vehicle regularly parked in the driveway.

10.07 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Subdivision, except that dogs, cats or other household pets may be kept upon and within the Lots and living units of their Owners, provided that they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable. All animals permitted pursuant to this Section shall be kept on a leash except when they are within a fenced or other enclosed area. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet and the Owner of the Lot on which such person resides, if such Owner is not also the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets. Exposed excrement on Lots, lawns or boulevards shall be considered a nuisance and an unreasonable annoyance hereunder.

All pet owners shall be fully responsible for the actions of their pets.

10.08 Antennae and Masts. No television, radio or other electronic antenna, mast, dish, disk or other similar device for sending or receiving television, radio or other similar signals shall be erected, constructed, placed or permitted to remain upon any Lot or upon any building constructed on such Lot except in conformance with uniform rules and standards established by the Association. Any such antennae or other device that may be maintained in conformity with such rules or inside a dwelling shall not be permitted if it sends, contributes to or creates interference on any radio or television reception or interferes with the operation of other visual or sound equipment located in any neighboring dwelling.

10.09 Miscellaneous Visual Restrictions. No clothes lines or other exterior clothes drying apparatus shall be permitted, nor shall any clothes, sheets, blankets, towels or other articles be hung over fences or otherwise exposed, except in such manner as may be approved by regulations of the Association. Garage doors shall be kept in a closed position when not in use for ingress and egress. No outdoor burning shall be permitted. Mail boxes and supporting poles shall be of a design approved by the Developer or the ARC. All garbage and trash containers, tanks of any description, containers for liquified gas and similar tanks and containers, as well as air conditioning compressors and irrigation and other pumps may be required by the ARC to be located either beneath ground level or within an enclosed area when viewed from the street. Enclosures may consist of solid walls, decorative walls made of shadow block or similar material or design, decorative fences, landscaping or any combination thereof. Such enclosures shall be subject to Architectural Review. All solar heating and other alternative energy resource systems shall be so installed and maintained as not to be visible from the street unless specifically authorized by the ARC.



10.10 Fences. No fence of any kind shall be commenced, erected or maintained upon any unit, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, kind, shape, height, materials, colors and location of same have been submitted to and approved in writing by the Board of the Master Association and the ARC. The ARC shall be guided by the provisions of the Master Declaration in considering any proposed fences.

10.11 Yards and Lawns. That portion of each Lot, including the unpaved portion of a street right of way adjoining such Lot, that is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. 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 of an otherwise sodded yard. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed of concrete, drives to their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to Developer or ARC approval after Architectural Review. Approved landscaping shall be completed not later than thirty (30) days after completion of the dwelling.

10.12 Environmental Preservation. No tree within the Subdivision of the diameter of four (4) inches or more measured at a height of four (4) feet above grade shall be removed unless the removal of same is necessary for the erection and maintenance of structures and outbuildings permitted hereby, and driveways and walkways providing access thereto, unless such tree is diseased.

10.13 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 after Architectural Review. Likewise, the ARC may approve pools incorporated into improvements so approved even though such pool may be above grade. All pools shall be enclosed and otherwise constructed to comply with applicable rules, regulations and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, fences conforming to Section 10.10, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, fencing, screening and caging shall be subject to Architectural Review.

10.14 Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and established as shown on the recorded plats of the Subdivision. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association or a public authority or utility company is responsible. If any parcel is reconfigured in accordance herewith to provide a building site, the outside boundaries of which do not coincide with the boundary lines of the Lots as shown on the plat, then the outside boundaries of such building sites shall carry such easements, provided that the establishment of such relocated easements shall not prevent the continuance of any utility installations in easements reflected upon the plat as originally recorded.

10.15 Completion of Structures. All structures and improvements approved by the ARC must be substantially completed in accordance with the approved plans and specifications within twelve (12) months after the commencement of construction, except that the Board may grant extensions for good cause shown, including those circumstances in which the Owner has made good faith diligent efforts to complete such construction or if completion is impossible as a result of matters beyond control of the owner, such as strikes, casualty losses, national emergency or acts of God.

10.16 Other Easements. As required by the Manatee County Comprehensive Zoning and Land Development Code, there are hereby created over each lot easements on the terms, and for the purposes and uses hereinafter set forth:

(a) Definitions. For the purposes hereof, the Lot upon which a residential structure is or will be constructed with a Zero Lot Line Yard shall be deemed a "Primary Lot." An "Adjacent Lot" shall mean any Lot abutting a Primary Lot along the side of such Primary Lots where the Zero Lot Line Yard exists. Zero Lot Line Yards shall be designated by Developer as part of original construction, or if the Developer does not so designate, by the Association, consistent with designation by the Manatee County Planning and Development Department.

(b) An easement is hereby created over that part of each Adjacent Lot appurtenant to and for the benefit of the Primary Lot, such easement to be of a minimum width of five (5) feet nearest and adjacent to the Primary Lot, except to the extent that the Zero Lot Line Yard is greater than zero feet. To the extent the Zero Lot Line Yard is greater than zero feet and provides space for the purposes hereof, such easement shall be likewise reduced. The easement shall also extend ten (10) feet beyond the front and rear walls of the residential building on the Primary Lot, or for a length as otherwise necessary to assure equivalent access.

(c) Purpose. The purpose of the easement hereby established shall be to permit access for maintenance, construction

and other purposes, drainage and any permitted eave or similar encroachments by structures and other improvements to the Primary Lot on the Adjacent Lot.

(d) Restrictions. The owner of the Primary Lot, his agents, contractors, invitees and representatives, shall use such easement only during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12 o'clock noon, Saturday, local time, except where otherwise necessary to correct or address emergency or otherwise immediate conditions with respect to the improvements to or facilities serving the Primary Lot. Restrictions hereof shall not apply to Developer or its contractors, subcontractors or agents during the time it is developing the Subdivision and improvements to the Lots.

⊗ 10.17 Mandatory Irrigation System: Each Lot shall be required by the ARC to have an automated lawn irrigation system reflected on the plans and constructed as part of the original construction of improvements. Such system shall provide for a timer mechanism and such irrigation lines and sprinkler heads as may be approved by the ARC so as to provide for the capability of automated lawn irrigation. It is the intent of this provision to assure the aesthetic values of the Subdivision by providing a mechanism whereby the Owner of each Lot may have a reasonable level of confidence that all Owners of Lots will provide proper and timely irrigation of their lawns. An irrigation system approved by the ARC may be interconnected to a public water supply or a well. Once such automated system is installed as part of original construction of improvements to a Lot it shall be the obligation of the owner to maintain such system, together with timing or other automation equipment, in good working order and to utilize such irrigation system to maintain the lawn of the Lot in a properly irrigated manner. If a Lot Owner fails to do so, the Association shall have the same rights of enforcements it has with respect to maintenance of the Lot and improvements generally.

Peridia Patio 5 Approved Awning Paint

Sherwin-Williams Paint

EDGE TRIM

SHERWIN-WILLIAMS 03/27/12
 Sher-Color(tm) Order# 2335-0066344
 EXTERIOR ARCHITECTURAL
 SUPER PAINT LATEX
 FLAT STANDALONE

PERIDIA AWNING RED C/M
 CUSTOM MANUAL MATCH

BAC COLORANT	OZ	32	64	128
B1-Black	-	-	1	1
R2-Maroon	-	59	-	-
R3-Magenta	-	21	1	-
W1-White	-	4	-	-

QUART ULTRADEEP
 A80T00054 640334264

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.



0066344-002

SHERWIN-WILLIAMS 03/27/12
 Sher-Color(tm) Order# 2335-0066344
 EXTERIOR ARCHITECTURAL
 SUPER PAINT LATEX
 FLAT STANDALONE

PERIDIA AWNING BROWN C/M
 CUSTOM SHER-COLOR MATCH

BAC COLORANT	OZ	32	64	128
B1-Black	-	13	1	1
R2-Maroon	-	13	-	1
R3-Magenta	-	8	-	-
Y3-Deep Gold	-	60	1	1

QUART DEEP
 A80H00053 640334249

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.



0066344-001

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ARTICLE 11

GENERAL PROVISIONS

11.01 Enforcement. The Association, Master Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Provided further, that with the exception of the provisions of Sections 10.10, 10.13, 10.14 and 10.16, no enforcement proceeding may be maintained by the Owners of fewer than three (3) Lots. Failure by the Association, Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.02 Severability. Invalidation of any part of this Declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

11.03 Covenants. The covenants, conditions and restrictions of this Declaration shall run with the land, bind all the property and inure to the benefit of and be enforceable by the Association or any Owner as provided above, their respective personal representatives, heirs, successors and assigns, for a term of 50 years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of twenty-five (25) years, unless an instrument, signed by the Owners of the requisite majority of the Lots have been recorded at least one (1) year prior to the end of any such period agreeing to terminate these Covenants. The requisite majority at the end of the initial period shall be 75 percent. Thereafter the requisite majority shall be 65 percent. Provided, that at any time 60% of the members of the

Association may amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation or the Federal Home Loan Bank Board.

11.04 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a high quality single family residential community, and for the maintenance of the portions of the Lots herein required to be maintained by the Association. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Declaration shall be construed under the law of Florida. Whenever the context of this Declaration, the Articles or By-Laws, require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

11.05 Amendment. Subject to the rights of Developer, this Declaration may not be amended by the Owners during the first three (3) years after this Declaration is recorded. Thereafter, this Declaration may be amended only by the affirmative written assent or vote of the Owners of not less than 60 percent of all the Lots covered hereby. Provided, however, that any amendment to the provisions of Article 10 shall require the written assent of the Owners of not fewer than 75 percent of such Lots.

11.06 Attorneys Fees. In the event any action is instituted to enforce or construe the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fees and the costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys fees and costs shall be a special assessment with respect to the Lot involved in the action.

11.07 Developer. Anything herein to the contrary notwithstanding, during the time that Developer is a Developer Member of the Association and is actively developing the Subdivision, and improvements thereto, Developer reserves the right to amend this Declaration, the Articles and the By-Laws in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential. Developer further reserves the right to use Lots owned by it for administrative and marketing offices for use by itself and its agents, and to erect temporary structures for use in its development business. So long as Developer owns any Lot of record, it may establish licenses, reservations, easements and rights of way in favor of itself, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of the Subdivision. In an instance where a structure has been erected, or the construction thereof is substantially advanced, in a manner that violates the restrictions of Article 10, or in such a manner that same encroaches on any lot line, easement area or setback line, Developer reserves the right to release the Lot from the restriction and to grant an exception to permit the encroachment by the structure, so long as Developer, in the exercise of its sole discretion, determines that the release, waiver or exception will not materially and adversely affect the health, safety and welfare of the members, the value of adjacent Lots, and the appearance of the Subdivision. Developer's rights hereunder may be assigned to any successor to all or part of Developer's interest in the Subdivision, by express assignment incorporated in a deed or a separate instrument, and such Developer rights shall inure to any mortgagee of Developer who acquires title to undeveloped portions of the property by foreclosure or deed in lieu of foreclosure, or to any other successor developer acquiring title either through such foreclosure or from a mortgagee or other person so acquiring such title.

11.08 Assignment By Developer. Developer reserves the right to assign all or any part of its rights and responsibilities hereunder as Developer, whether personal in nature or not, to any successor in interest, including any mortgagee, which may own or any part of the property subject to these Covenants or proposed to be added to this Declaration pursuant to Article 2. The rights of Developer may be assigned in whole or in part, and Developer may designate in writing one or more successor Developers as to portions of the property covered hereby, which instrument shall detail the extent and nature of the rights of Developer assigned thereby. After any such assignment is recorded in the Public Records of Manatee County, Florida, the assignee shall stand in the place of Developer as fully as if it had originally been the Developer hereunder to the extent of the assignment described therein. Any mortgagee of all or substantially all of the undeveloped portions of the property covered hereby executed by Developer or any successor Developer shall be deemed to carry with it a conditional assignment of such Developer rights, unless otherwise specified therein. Such assignment shall not be deemed made in conjunction with any mortgage covering only a single Lot.

IN WITNESS WHEREOF, Developer has caused these presents to be executed in its name by an officer thereunto duly authorized this 16th day of November, 1988.

Signed, sealed and delivered
in the presence of:

SOUTHERN LAKES VENTURE,
a Florida general partnership

By: Rutenberg-Gnagey, Ltd., a
Florida limited partnership,
General Partner

By: Arthur Rutenberg Corp., a
Florida corporation, general
partner

KW Blanton

Georgia Casan
As to Southern Lakes
Venture

By: Michael L. Ketchum
Michael L. Ketchum
Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th
day of November, 1988, by Michael L. Ketchum, as
Vice-President of Arthur Rutenberg Corp., a Florida corporation, on
behalf of the corporation, as general partner of Rutenberg-Gnagy,
Ltd., a Florida limited partnership on behalf of the limited
partnership as general partner of Southern Lakes Venture, a Florida
general partnership, on behalf of the partnership.

Joni J. Shultz
Notary Public
My Commission Expires: _____

Notary Public, State of Florida at Large
My Commission Expires June 23, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE



MORTGAGEE JOINDER AND CONSENT

KNOW ALL MEN BY THESE PRESENTS, that Amerifirst Federal Savings and Loan Association, the owner and holder of that certain mortgage of record in Official Records Book 1163, Page 319 of the Public Records of Manatee County, Florida, as amended and modified, which mortgage encumbers the property described in the Declaration of Covenants, Conditions and Restrictions for Peridia Patio Homes 5, hereby joins in and consents to said Declaration of Covenants, Conditions and Restrictions for Peridia Patio Homes 5.

IN WITNESS WHEREOF, the said Amerifirst Federal Savings and Loan Association has caused this Joinder and Consent to be executed in its name by its officer thereunto duly authorized this 7th day of November, 1988.

AMERIFIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION

Melissa J. Connor
Witness

By: Bruce Williams
Vice-President

Susan Johns
Witness

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 7th day of November, 1988, by Bruce Williams as Vice President of Amerifirst Federal Savings and Loan Association, on behalf of the association.

Victoria M. Katchuk
Notary Public
My Commission Expires: 5-16-92

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: MAY 16, 1992;
BONDED THRU NOTARY PUBLIC UNDERWRITERS



FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
JUN 13 4 51 PM '89