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2013 NOV 12 09:22 AM

KAREN E. RUSHING

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SARASOTA COUNTY, FLORIDA

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✓ Prepared by and Return to:

Casey Management

4370 S. Tamiami Trail

Suite 102

Sarasota, FL 34231



2013152318

SAVANNAH AT TURTLE ROCK ASSOCIATION, INC.

AMENDED, REVISED AND RESTATED

DECLARATION OF RESTRICTIONS

NOVEMBER, 2013

**AMENDED, REVISED AND RESTATED DECLARATION OF
RESTRICTIONS FOR SAVANNAH AT TURTLE ROCK**

THIS DECLARATION is made and executed this 22nd day of March, 1995, by SAVANNAH DEVELOPMENT COMPANY, a Florida corporation, hereinafter called "Developer," and SAVANNAH AT TURTLE ROCK HOLDINGS, INC., a Florida corporation, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property lying and being in the County of Sarasota, State of Florida, to-wit:

Savannah at Turtle Rock, as per plat thereof
Recorded in Plat Book 37, Page 25-25C, Public
Records of Sarasota County, Florida,

which property is hereinafter called the "subdivision;" and

WHEREAS, Developer desires to improve the lots in the subdivision by constructing thereon residential dwelling units and further desires to provide for the shared maintenance of the lots through an association of lot owners; and

WHEREAS, Developer desires to establish protective covenants covering the development, improvement, and usage of the property in the subdivision for the benefit and protection of all owners thereof;

NOW, THEREFORE, Declarant and Developer do hereby declare that all property in the subdivision shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. ASSOCIATION. Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of

the subdivision shall be vested in an incorporated association known as Savannah at Turtle Rock Association, Inc., a Florida corporation not for profit, hereinafter called the "Association." The primary purpose of the Association shall be to maintain the Association Property (as discussed in Paragraph 4) and landscaping of the lots within the subdivision as hereinafter discussed, enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. All persons owning a vested present interest in the fee title to any of the subdivision lots, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. A copy of the Articles of Incorporation of the Association which shall be filed with the Secretary of the State of Florida is attached hereto as Exhibit A. A copy of the Bylaws governing the operation of the Association is attached hereto as Exhibit B. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

2. VOTING RIGHTS. Each lot shall be entitled to one vote at Association meetings, except as otherwise provided in the Association's Articles of Incorporation.

3. TURTLE ROCK AND PALMER RANCH COVENANTS. The subdivision is part of a planned unit development by Palmer Ranch Enterprises, Inc., a Florida corporation, and Golden Eagle Service Corporation, a Florida Corporation, known as "Turtle Rock." The land is subject to the Declaration of Protective Covenants, Conditions and Restrictions for Palmer Ranch ("Palmer Ranch Covenants") recorded in the Official Records Book, 1984 at page 2467, and the Declaration of Protective Covenants, Conditions and Restrictions for Turtle Rock ("Turtle Rock Covenants") recorded in the Official Records Book 2622 at page 2511 of the Public Records of Sarasota County and any subsequent amendments thereto. Each person owning a vested present interest in the fee title to a lot shall automatically be a member of three nonprofit corporations known as Savannah at Turtle Rock Association, Inc. ("Association"), Palmer Ranch Master Property Owners Association, Inc. ("Master Association") and Turtle Rock Community Association, Inc. ("Turtle Rock Association"). Turtle Rock Association will operate, maintain, improve

and manage those areas within Turtle Rock identified in the Turtle Rock Covenants, as "Community Common Areas." Annual maintenance assessments are payable by homeowners to the Association, Master Association and Turtle Rock Association, all of which Associations have levy and lien rights in order to enforce payment of assessments. The lot owners shall comply with and abide by the terms and provisions of the above documents and the Association shall perform the responsibilities and agreements undertaken thereunder. Development in Turtle Rock is subject to a Master Development Order ("M.D.O.") and Incremental Development Order ("I.D.O.") issued by Sarasota County. All conditions, restrictions and requirements contained in the M.D.O. and I.D.O. are obligations which are enforceable against the owners of land in Palmer Ranch and Turtle Rock and may be enforced by Sarasota County by action at law or equity, and, in the event Sarasota County prevails in such an action at law or equity, it shall be entitled to its costs, including attorneys' fees. The subdivision shall be developed in accordance with the M.D.O. and I.D.O. No portion of the subdivision shall be used for any purpose or in any manner inconsistent with the M.D.O. or I.D.O. Any violation of the M.D.O. or I.D.O. shall be a violation of this Declaration.

4. ASSOCIATION PROPERTY.

(a). A paved private roadway identified on the subdivision plat as Tract 304 provides access for the lot owners to Tract 304, together with abutting sidewalks within Turtle Rock Unit I, which in turn provides access through Palmer Ranch to public roads. Use of said private roadway shall be limited to the lot owners and Association members and such other persons as are authorized by these Restrictions. Lot owners shall have rights of access over private roads within Turtle Rock pursuant to the Declaration of Protective Covenants, Conditions and Restrictions for Turtle Rock.

(b) The Association shall be responsible for maintenance of those parcels identified as Tracts 304, 511, 512, 604, 605 and 606, as per the plat of Savannah at Turtle Rock, recorded in Plat Book 37, at Page 25 of the Public Records of Sarasota County, Florida, on the subdivision plat and improvements constructed thereon. The Tracts, subject to restrictions herein and on the plat, shall be available for general usage by the lot owners. No improvements shall be made within any area designated on the plat as "Preserve."

(c) The Tracts and the improvements constructed thereon are sometimes referred to herein as the "Association Property." The term "Association Property" shall also include any common grounds and additional real or personal property acquired from time to time by the Association.

5. COMMON EXPENSES. All costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, maintaining, improving, protecting, managing, and conserving the Association Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common expenses" of the Association. Funds for the payment of the common expenses shall be collected by the Association through assessments against the lots in accordance with the provisions of Paragraph 10. By way of illustration and not as a limitation, the common expenses shall include:

(a) costs of operation, maintenance, and replacement of the Association Property;

(b) costs of management of the subdivision and administrative costs of the Association, including professional fees and expenses;

(c) costs of water and sewerage service, electricity, and other utilities furnished to the subdivision that are not metered separately to the individual lots;

(d) labor, material, and supplies used in conjunction with the Association Property;

(e) damages to the Association Property in excess of insurance coverage;

(f) salary of a manager or managers and their assistants, as shall be determined by the board of directors of the Association;

(g) premium costs of all fire, windstorm, flood, and other property and liability insurance procured by the Association pursuant to the terms hereof;

(h) costs incurred by the Association, upon approval by the board of directors, for the installation of additions, alterations, or improvements to the Association Property, or for the purchase of additional lands, leaseholds,

or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the lot owners, provided that if the cost of any of such items is more than 15 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of lot owners holding a majority of the total votes of the Association membership;

(i) other costs incurred by the Association in fulfilling its maintenance obligations under the terms of Paragraph 6; and

(j) costs involved in the operation and maintenance of any stormwater management and discharge facility.

6. MAINTENANCE, REPAIRS, AND REPLACEMENT. The respective obligations of the Association and the lot owners to maintain, repair, and replace the subdivision property and other property serving the lot owners shall be as follows:

(a) By the Association. The Association shall maintain, repair, and replace as part of the common expense:

(1) the Association Property;

(2) all electrical, mechanical, plumbing, ventilating, heating, and air conditioning fixtures and equipment serving the Association Property;

(3) all sod, shrubs, landscape berms, and other landscaping and irrigation therefor located within the subdivision (including individual lots), including paved and unpaved right-of-way. The Association's duty to maintain homeowners landscaping shall not include root trimming.

(4) any stormwater management and discharge facility serving the subdivision. In the event of dissolution of the Association, any stormwater management and discharge facility serving the subdivision may be maintained by Sarasota County or the Southwest Florida Water Management District.

(b) The Association shall have the irrevocable right to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance and upkeep of subdivision landscaping, irrigation, and the

Association Property, as discussed herein, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage from one home or lot arising from an emergency condition on adjacent property. If the Board of Directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a lot owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the lot owner and shall be payable by such lot owner within 30 days after delivery of written notice of the assessment.

(c) By the Lot Owners. Each lot owner shall maintain, repair, and replace all improvements, including private walkways and driveways, located upon the owner's lot. It is the intent hereunder that the Association shall maintain only landscaping and irrigation and that the lot owner shall be responsible for all other maintenance and repair. It shall be the owner's responsibility to protect private walkways, driveways, and other structures belonging to the owner, from root damage. The owner may trim tree roots to the extent necessary to prevent damage to owner's property. The Association shall not be responsible to replace a tree that is damaged as a result of improper trimming.

(d) The Association Board of Directors may from time to time establish reasonable uniform rules and regulations and maintenance standards concerning lot owner maintenance and repair responsibilities for homes constructed upon lots in the subdivision. The Board may establish reasonable uniform color schemes for painting of home exteriors to be used within the subdivision.

(e) In the event a lot owner fails to fulfill his maintenance obligations as set forth above, the Association, at the discretion of the Board of Directors, may undertake such maintenance and make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting lot owner and shall be payable within 30 days after delivery of written notice of the assessment. Such assessment shall include reasonable attorney fees if any are incurred by the Association.

(f) Yard Lights. The Association shall permanently turn off and stop supplying gas to the yard lights located on each lot. The Association shall continue to supply power to the various street lights as a common expense.

7. INSURANCE, DESTRUCTION AND RECONSTRUCTION. The Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company for all of the insurable improvements (if any) included within the Association Property, for the full replacement value thereof, unless this obligation is waived by affirmative vote of lot owners holding a majority of the total votes of the Association membership; the Association shall obtain and maintain public liability insurance covering the Association Property. The premiums for such insurance coverage shall be a part of the common expenses. The Association shall have the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each lot owner will be responsible for obtaining such insurance coverage as the owner sees fit for any improvements located upon that owner's lot. Each lot owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about that owner's lot, as the owner may deem appropriate.

8. RESTRICTIONS UPON USE. (A) No owner, tenant, or other occupant of a lot (which, for the purposes of this Paragraph, shall include the home constructed thereon) shall, except in conformity with the rules and regulations adopted from time to time, by the Board of Directors:

(a) use the lot other than for residential purposes;

(b) do any of the following without the prior written consent of the Association Board of Directors (except as may be otherwise authorized by the provisions of Paragraph 6); paint or otherwise change the appearance of any exterior wall, door, patio, lanai, loggia or any exterior surface; place any sunscreen, blind, or awning on any exterior surface or opening; tint, color, or otherwise treat or apply anything to any window which will adversely affect the home exterior; erect any exterior lights or signs without written prior approval of the Architectural Review Committee (ARC); place any signs or symbols in windows or exterior surfaces. Unless Florida or Federal law specifically provides otherwise, no sign or symbol of any type shall be erected, placed, or allowed to remain on any lot unless permitted by the Declaration of Restrictions or Bylaws. This restriction shall include

signs placed on or inside structures if such signs are visible from outside the lot;

(c) construct any improvements upon the lot, including fences, sheds or recreation equipment (except below ground 'invisible fences' which operate by electrical beams and are not visible above ground), apart from the initial home constructed upon the lot by Developer, except with the express prior written consent of the Board of Directors, consistent with procedures that may be established from time to time within the rules and regulations for Savannah at Turtle Rock;

(d) cause or permit loud or objectionable noises or obnoxious odors to emanate from the lot or other property in the subdivision which may cause a nuisance to the occupants of other lots in the sole opinion of the board;

(e) make any use of the lot or other property in the subdivision which violates any laws, ordinances, or regulations of any governmental body;

(f) fail to conform to and abide by the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws;

(g) erect, construct, or maintain any wire, antennas, or satellite dishes, outside of a home, except, as provided by law, with the written consent of the Association Board of Directors;

(h) divide or subdivide the lot for purpose of sale or lease (however, a lot may be combined with an adjacent lot and occupied as a single dwelling unit);

(i) obstruct the common way of ingress and egress to the other lots or the Association Property;

(j) hang any laundry, garments, or unsightly objects from any place readily visible from outside the unit except as provided by law;

(k) allow anything to remain on the lot which would be unsightly or hazardous;

(l) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, or fail to keep

any improvements on the owner's lot in a clean and sanitary condition at all times;

(m) allow any fire or health hazard to exist;

(n) lease less than an entire lot or lease a lot more than twice in any calendar year, or lease a lot for less than a three-month term;

(o) store a golf cart in any place other than in a garage;

(p) park overnight any commercial vehicle, truck, boat, camper, motor home, trailer, mobile home, or similar vehicle, or any vehicle of unsightly appearance or in a state of disrepair, in any driveway other parking area (other than in an enclosed garage), unless permitted in writing by the board of directors; provided, however, that the words "commercial vehicle" shall exclude any automobile bearing a small-sized business name;

(q) allow any animals to be kept on the lot, other than in conformity with rules and regulations promulgated from time to time by the board of directors;

(r) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or portion of the subdivision property so as harmfully to affect any landscaping or plants or pollute the Turtle Rock or Palmer Ranch drainage system.

(B) It shall be the responsibility of each lot owner within the subdivision at the time of construction of a building, residence, or structure, to comply with *The Standards and Criteria for New Construction in Savannah*, and the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District). For lots abutting wet detention ponds, it is the lot owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their lot. Removal includes dredging, but is not limited to the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities with the wet detention pond to the Southwest Florida Water Management District, Venice Permitting Department.

9. SALE, TRANSFER, LEASE, OR OCCUPATION OF LOT. In the event of a sale, lease, transfer or occupation of a home (except by the Developer), the owner shall notify the Board of Directors with the name of the new owner or tenant, along with the closing date of sale or term of lease. A home shall not be leased for less than a three month term, or more often than twice per year, and must be leased in its entirety.

10. ASSESSMENTS. The common expenses of the Association shall be payable by annual and special assessments levied by the Board of Directors against all lots in the subdivision. The Board of Directors shall approve annual budgets of anticipated income and common expenses for each fiscal year and thereupon shall levy an annual assessment against each lot. The annual assessment shall be collected in the manner provided in the Bylaws. The Board of Directors shall have the power to levy special assessments against the lots as prescribed in the Bylaws. Payment of any special assessment levied by the Board shall be due upon not less than 30 days written notice thereof on the date and in such installments as the Board may specify.

(a) Assessment. Each lot shall be subject to an equal assessment, and have one vote in Association matters.

(b) Commencement of Assessment. Notwithstanding any of the above, no lot shall be liable for the payment of any portion of any annual or special assessment or installment thereof until the first day of the month following the issuance of a certificate of occupancy for the unit constructed by Developer on the lot.

(c) Delinquent Assessments. Any assessment, including an assessment made pursuant to the provisions of Paragraphs 5 and 6, which is not paid when due shall be subject to a late charge of 10 percent, or such other late charge as may be established by resolution of the board, and shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board up to the maximum rate allowed by law. If any assessment is payable in installments and a lot owner defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting lot owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time.

(d) Personal Obligation of Lot Owner. Every assessment levied by the Board of Directors of the Association shall be the personal obligation of the owner of the lot against which the assessment is levied. If any such assessment is not paid within 30 days after the same is due, then the Association may bring suit against the owner, and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs and reasonable attorneys' fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

11. ASSOCIATION LIEN RIGHTS. To provide an additional means to enforce the collection of any assessment, including assessments made pursuant to the provisions of Paragraphs 5 and 6, the Association shall have a lien against each lot and all improvements thereon. The lien of every such assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each lot and all improvements thereon upon the recording of this Declaration.

In the event any assessment is not paid within 30 days after the same is due, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County. The lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any lot, the Association shall be entitled to recover from the owner of such lot the late charge and interest described in Paragraph 8 and all costs and reasonable attorneys' fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the assessment.

12. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES: All savings and loan associations, banks, credit unions, mortgage bankers, mortgage brokers, insurance companies, pension funds having assets in excess of \$25 million, agencies of any state government, and agencies of the United States Government (including the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation), and their subsidiaries, affiliates,

successors and assigns, holding first mortgages upon any of the lots are herein referred to as "institutional first mortgagees." The termination of the provisions of this Declaration by vote of the lot owners shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages. Such consent shall not be unreasonably withheld. Except as otherwise provided by Section 720.3085, Florida Statutes, as amended from time to time, any institutional first mortgagee that acquires title to a lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such lot which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage.

13. RESTATEMENT. All provisions contained within these Restrictions and any amendments thereto may at any time be integrated into a single instrument as "Amended, Revised and Restated Declarations of Restrictions for Savannah at Turtle Rock" and adopted by the Board of Directors without the need to be adopted by the Members of the Association. Upon filing of same with Sarasota County, the original Restrictions shall be superseded and thenceforth the Amended, Revised and Restated Restrictions shall be this Declaration of Restrictions for Savannah at Turtle Rock.

Amendments for correction of scrivener's errors or other non-material changes may be made by the Board of Directors without the consent of the members.

14. EASEMENTS. The respective rights and obligation of the lot owners, the Association, and others concerning easements affecting the subdivision property shall include the following:

(a) Granted to Lot Owners. Each lot owner is hereby granted a nonexclusive perpetual easement: (1) over and across private roads within the subdivision for ingress and egress to and from the owner's lot; and (2) for any encroachments by an owner's home on an adjoining lot which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across lot lines, inaccuracies in construction or settlement or movement of the home, or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(b) Granted to Utilities. There is hereby granted to all public and private utility companies furnishing utility services to the subdivision as of

the time of recording of this Declaration, or hereafter authorized by Developer or the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the subdivision property as may be reasonably necessary therefor.

(c) Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive easement across each lot for the purpose of maintaining all landscaping and irrigation within the subdivision and the Association Property.

(d) The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure on the subdivision property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by such party as nearly as possible to their prior condition. Areas designed on the plat as "landscape easements" or similar reference may be used by Association for planting of flowers, shrubs, trees and sod, placement of walls or fences, signage, and other reasonable ancillary uses.

15. MANAGEMENT AGREEMENT. The Association, acting through its Board of Directors, is authorized to enter into an agreement with any person or legal entity, including Developer or an affiliated company of Developer, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the board may deem to be in the best interests of the subdivision and the lot owners. The Board of Directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a non-ministerial character.

16. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any lot in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be

promulgated by the Association Board of Directors shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings. During the continuance of any such default, the Association by action of the Board of Directors may discontinue the supply of any utility services to the defaulting party's lot that are paid by the Association' as part of the common expenses. Upon the correction of such default and the payment by the lot owner of the expense of the discontinuance and restoration of such services, they shall be immediately restored.

17. DURATION. The provisions of this Declaration shall run with and bind all of the property in the subdivision and shall inure to the benefit of and be enforceable by Developer, the Association, and each lot owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (1) lot owners holding at least two-thirds of the total votes of the Association membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Sarasota county.

18. AMENDMENTS. The provisions of this Declaration may be amended by affirmative vote of lot owners holding at least two-thirds of the total votes of the Association membership, except that provisions relating to sharing of common expenses, rights of Developer, rights of institutional first mortgagees, and voting rights of lot owners may be amended only with the written consent of all persons or entities adversely affected thereby. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration.

Except for amendments by Developer as herein provided, no amendment shall be effective unless it be in writing, executed by the President or vice president and attested by the secretary of the Association

with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual owners of lots or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Sarasota County. No amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

19. BINDING EFFECT. All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities; the plural number shall include the singular and the singular shall include the plural. The term "Developer" as used herein shall include Savannah Development Company and its successors and assigns. The obligations of Developer arising under this Declaration or under any other instrument are corporate obligations and do not extend to the employees, officers, directors, and shareholders of Developer or of any corporate partner of Developer. Such employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted by the Association or by any lot owner in connection with the construction, development, or sale of any lot, unit, or other property or improvements in the subdivision.

20. SEVERABILITY. If any provision of this Declaration or the Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

21. MISCELLANEOUS. Sarasota county shall have the right, but not the obligation, 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 the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the subdivision.

This **Declaration of Restrictions** (now Amended, Revised and Restated) was adopted on March 22, 1995, recorded in Book 2745, page 1730, O.R. Sarasota County, Florida; was Amended on February 13, 1996, recorded in Book 2823, page 18, O.R. Sarasota County, Florida; and on April 22, 2002, was amended and recorded as Instrument 2002069171 in O.R. Sarasota County, Florida; and December 4, 2006, was amended and recorded as Instrument 20070685517 in O.R. Sarasota County, Florida; and on March 25, 2013, was amended and recorded as Instrument 2013040762 in O.R. Sarasota County, Florida.

