

**AMENDED AND RESTATED SUPPLEMENTARY DECLARATION OF RESTRICTIONS
AFFECTING LOTS IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE
SUBDIVISION**

ALSO KNOWN AS THE JOCKEY CLUB

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made this _____ day of _____, 20___, by the Jockey Club of North Port Property Owners' Association, Inc. (the "Association"), a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS the Original Declaration of Restrictions (the "Original Declaration") was recorded by the Developer (General Development Corporation, a Delaware corporation) in Official Record Book 950, Page 389, in the Public Records of Sarasota County, Florida, as amended, submitting certain property, as further described herein, to the terms and conditions of the Original Declaration and any amendments thereto; and

WHEREAS the Supplementary Declaration of Covenants and Restrictions (the "Supplementary Declaration" or "Declaration") was recorded in Official Record Book 1199, Page 299, in the Public Records of Sarasota County, Florida, as amended; and

WHEREAS the Original Declaration and Supplemental Declaration were preserved pursuant to Chapter 720, Florida Statutes, through Association action as described in the Notice of Preservation of Declaration of Restrictions recorded as Instrument #2005049215 in the Public Records of Sarasota County, Florida; and

WHEREAS, the members of the Jockey Club of North Port Property Owners' Association, Inc. (the "Association") have voted to amend and restate the above-referenced Declaration for the purpose of incorporating all amendments into the body of the Declaration, to update the documents to be consistent with Florida law, and to otherwise make amendments in the interests of the members of the Association as provided herein.

NOW, THEREFORE, the Association declares that the real property described in Article II is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following covenants, restrictions, conditions, easements, charges and liens contained herein.

**ARTICLE I
DEFINITIONS**

The following terms when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation, and any recorded amendments thereto, of the Association, which are attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. "Association" shall mean and refer to Jockey Club of North Port Property Owners' Association, Inc., a Florida not for-profit corporation, its successors and assigns.

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Section 3. **"Board"** shall mean the Board of Directors of the Association.

Section 4. **"Bylaws"** shall mean the Bylaws, and any amendments thereto, of the Association and are incorporated herein by reference.

Section 5. **"Common Properties" or "Common Area"** shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, as more fully described in Article II hereof.

Section 6. **"Developer"** shall mean and refer to General Development Corporation, a Delaware corporation, as the developer of the subdivision.

Section 7. **"Declaration" or "Amended and Restated Declaration"** shall mean and refer to this **AMENDED AND RESTATED SUPPLEMENTARY DECLARATION OF RESTRICTIONS AFFECTING LOTS IN THE FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION ALSO KNOWN AS THE JOCKEY CLUB**, as it is amended from time to time.

Section 8. **"Living Unit"** shall mean and refer to any portion of a building situated on the Properties designed and intended for use and occupancy as a residence by a single family.

Section 9. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as defined herein.

Section 10. **"Member(s)" or "Owner(s)"** shall mean and refer to those persons or entities entitled to membership as provided in this Declaration, the Articles of Incorporation and the Bylaws, through record ownership of a fee simple title to any Lot or Living Unit in the Properties, but shall not mean or refer to the holder of any mortgage interest until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 11. **"Plat"** shall mean and refer to the recorded Plat of the Fifty-Second Addition to Port Charlotte Subdivision, a subdivision in Sarasota County, Florida according to the plat thereof, recorded in Plat Book 21 at Pages 13 through 13A-13NN, of the Public Records of Sarasota County, Florida.

Section 12. **"The Properties" or "The Property"** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration, any Supplemental Declaration, and any amendments thereto.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. **Existing Property.** The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Sarasota County, Florida, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference, all of which shall hereinafter be referred to as "The Properties".

Section 2. **Common Properties.** The property described as Common Property in
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Exhibit A attached hereto and incorporated herein by reference as it appears on the Plat of the Fifty-Second Addition to Port Charlotte Subdivision, a subdivision in Sarasota County, Florida, according to the plat thereof, recorded in Plat Book 21 at Page 13 through 13A-13NN of the Public Records of Sarasota County, Florida, shall be referred to as "Common Properties", and are dedicated as recreational and/or park areas and that the use of said Common Properties is restricted and devoted to the common benefit and enjoyment of the Owners of The Properties as herein defined.

Section 3. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- (a) **Additions.** Upon approval in writing of the Association pursuant to the approval of two-thirds (2/3) of its members, the Association may record a Supplementary Declaration, joined in and consented to the owner of the proposed addition and all holders of liens on the parcel, adding the parcel to the jurisdiction of the Declaration and the Association.
- (b) **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to this Declaration shall be a member of the Association, provided that any such person or entity who holds an interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Quorum. The quorum for Association meetings shall be as set forth in the Association's Bylaws.

Section 3. Voting Interests. There shall be one (1) vote for each Lot, to be cast in the manner set forth in the Bylaws.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member subject to assessments as provided in Article V shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

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Section 2. Title to Common Properties. The Association is the owner of the Common Properties described in Exhibit A.

Section 3. Use of Common Properties for Drainage. The Common Properties may be used for drainage and the temporary retention of storm water run-off from The Properties and other contiguous property, as well as for open space, recreation, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Properties which might impair or interfere with the drainage or temporary retention of storm water run-off of The Properties or other contiguous property.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association to suspend the enjoyment rights of any Member for any period during which any monetary amount owed to the Association remains unpaid, or to suspend enjoyment rights or levy fines for violations of the Association's governing documents, to the fullest extent permitted by law; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of individual Members to the exclusive use of parking spaces as provided in Section 5 of this Article; and

(f) the drainage and temporary retention of storm water run-off uses of the Common Properties referred to in Section 3 of this Article; and

(g) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of Members called for such purpose, of which thirty (30) days written notice was sent to each Member, a two-thirds (2/3) vote of all members was obtained, either in person or by ballot, agreeing to such dedication or transfer.

Section 5. Parking Rights. The Association may designate and maintain upon the Common Properties certain parking spaces for exclusive use of the Members, their families and guests. The use of any such parking space by any other person may be enjoined by the

Association or the Members entitled thereto.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, unexpected expenses, or budget shortfalls as determined by the Board (collectively referred to as "assessments"). The annual and special assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot for the assessments and the costs of collection of the same, including reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The lien is effective from and shall relate back to the date on which the original declaration was recorded, except as may be limited by law. The lien shall secure payment of all interest, late fees, attorney fees, and costs, up to the fullest extent allowed by law. All assessments, whether annual, special or other imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot. An owner, regardless of how his or her title to the property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessment and other amounts associated with the property that come due while he or she is the owner of the property. An owner is jointly and severally liable with the previous owner(s) for all unpaid assessments and other monetary amounts associated with the property that came due up to the time of transfer of title, except as otherwise may be limited by law. The priority of the Association's lien on any Lot shall be determined in accordance with Florida law, as it may be amended from time to time.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to (i) fund the operations of the Association as elsewhere provided in this Declaration or by Florida law, (ii) promote the common benefit and enjoyment of the residents in The Properties, (iii) for the improvement, repair, replacement and maintenance of the Common Properties including, but not limited to, payment for operation and maintenance of improvements to the Common Properties, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration or Florida law. Annual Assessments may be adjusted by a majority vote of the membership present in person or by ballot at which a quorum is present at a properly called membership meeting.

Section 3. Assessment Due Dates. The annual assessments provided for herein shall be due and payable on the first day of March of each year. The due date for any Special Assessment shall be set by the Board of Directors, which may be required to be paid in a lump sum payment or in installments as set forth by the Board.

Section 4. Special Assessments. In addition to the annual assessment, the Board may levy, in any assessment year, a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or for any other purpose necessary for the Board to fulfill its obligations and fiduciary duty under this Declaration and applicable law associated with Capital

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Improvements. Special Assessments require the approval by a majority vote of the membership present in person or by ballot at which a quorum is present at a properly called membership or special membership meeting. Special Assessments for capital improvements that are not related to the maintenance, repair, or replacement of existing capital improvements for which the Association has a fiduciary obligation to perform, shall require the approval of a majority of the voting interests present and voting at a duly noticed members' meeting at which a quorum is present.

Section 4a. Special Assessments for Negligence. The Board may, subject to the provisions of this Article, levy Special Assessments against selected Owners who have caused the Association to incur special expenses due to willful or negligent acts of said Owners, their guests or agents or due to actions taken by the Association to correct a violation by said Owners, their guests or agents of the terms and conditions of this Declaration.

Section 5. Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each Lot subject to the Association's jurisdiction at least thirty (30) days in advance of the due date, and shall, at that time, prepare a roster of the property and assessments, applicable thereto, which shall be kept on file in the office of the Association and shall be open to inspection by any owner in accordance with Florida law and the Association's governing documents. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

Section 6. Share of Monthly Assessments. The amount of each individual Lot assessment for Members shall be uniform throughout the Properties and shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Properties subject to this Declaration.

Section 7. Effect of Nonpayment Assessment; Remedies of Association. Assessments and installments on assessments not paid within ten (10) business days after the date when they are due shall bear interest at a rate of up to eighteen percent (18%) per annum, unless a higher rate is allowed by law and approved by the Board, from the due date until paid in full. The Board may charge a late fee in the amount of up to the greater of \$25.00 per delinquent installment or 5% of the amount of the delinquent installment, as determined by the Board, unless a higher amount is permitted by law and approved by the Board. There shall be added to the amount of such assessment, and recoverable by the Association, all interest and late fees, as well as the costs of collection of same, including, but not limited to, reasonable attorneys' fees and costs of collection. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, and may foreclose said lien in accordance with applicable law. The prevailing party in an action to enforce a claim of lien is entitled to recover reasonable attorney's fees and costs, including appellate fees, paralegal fees, and costs from the other party.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or by abandonment of his Lot. In addition to the rights of collection of assessments stated in this Section, the Association may suspend the right of the owner and any tenants or guests to utilize the Common Properties during the period of delinquency.

All payments on accounts shall be first applied to interest accrued by Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent

assessment payment first due. The allocation of payment shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

Section 8. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage encumbering any Lot, provided such mortgage was recorded prior to the recording of the Association's lien. A mortgage holder's liability for delinquent assessments and other amounts related to the property shall be limited only to the extent provided by law.

Section 9. Acceleration of Assessments. If any owner is in default in the payment of any assessment owed to the Association for more than (30) days after written demand by the Association, the Association upon written notice to the defaulting owner shall have the right to accelerate and require such defaulting owner to pay the Association assessments for common expenses for the next twelve (12) month period, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration, the defaulting owner shall continue to be liable for any increases in the regular assessment for common expenses, for all special assessments for common expenses, and/or for all other assessments and monetary amounts due and payable to the Association.

Section 10. Demand for Tenant to Make Rent Payments to the Association. In addition to any lien authority provided by Florida law, in order to ensure a timely and complete payment of assessments, any owner that leases a Lot to a tenant is hereby deemed to assign to the Association the right to collect rent payments from any tenant as further provided herein, until all monies owed the Association are paid in full. In the event that a Lot owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rents due to the Owner until the Association releases the tenant or the tenant discontinues tenancy in the parcel, to the fullest extent permitted by law. Upon written notice to Owner and tenant that all future rents shall be paid to the Association until further notice, tenant shall be required to make payment of rents directly to the Association. All rents collected by the Association from this assignment shall be applied in accordance with Florida law; first to past due interest, late fees and costs, attorney's fees, and then to the delinquent assessment until all funds owed the Association are paid in full. Any funds that may be collected by Association in excess of Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time. The Association's remedies for violation are cumulative, and pursuit of any remedy shall not preclude the Association from pursuing all other available legal and/or equitable remedies. Association shall have the right to recover all attorney's fees incurred in enforcement of this provision.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Properties; and (c) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use and upon which a dwelling unit has been constructed, shall be exempt from said assessments, charges, or liens.

**ARTICLE VI
ENVIRONMENTAL CONTROL COMMITTEE**

Section 1. Appointment of Committee. There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee ("ECC"), which committee shall consist of three or more members as determined by the Board. The ECC shall be a permanent committee of the Association and shall administer and perform the review of changes, modifications or alterations to landscaping, architecture, Lot improvements, and/or any other duties delegated by the Board of Directors for the common benefit and enjoyment of the membership and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. Review by Committee. The Committee, in its review of all proposed construction, modifications or alterations, shall be guided by the following standards of environmental control, to-wit: those included in Article IX hereof, and any additions permitted by the City of North Port will not require additional permits from the Jockey Club with the exception of building additions or structures, yard enclosures, or permanent concrete work.

1. Application for a permit must be made on a form specified by the Association.
2. Applications shall be accompanied by a sketch showing the dimensions of the proposed improvement with respect to existing structures and with respect to all property lines.
3. The application shall also specify the materials to be used in construction, the manner or method of construction, and shall illustrate the type or kind of finish or appearance to be exhibited when the project is finished.
4. Applications must be given to the Environmental Control Committee. This committee will review the application and respond in writing within ten (10) business days. No verbal consent or denial may be given.
 - a. If the committee shall deny a permit, it shall state, in writing, the reason(s) for the denial.
 - b. The applicant has the right to appeal to the Environmental Control Committee.

The applicant has the right to appeal to the Board of Directors if the appeal to the Environmental Control Committee is unsatisfactory

(a) Architectural Control. Owners shall be required to apply for written approval by the ECC for any types of changes requiring approval as provided herein. The ECC shall review any changes to the architectural structure of a residence or additions and improvements to the lot, including but not limited to changes to the exterior color, appearance, or structure of the home, landscaping, the addition of structures, such as sheds, carports, above-ground or in-ground pools or spas, pool cages, gazebos, trellis, fences, walls, and other enclosures, irrigation systems, and permanent concrete work. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein, including patio covers, be made until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, materials and location of the same including exterior color scheme shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the ECC. Approval or disapproval of the same shall be made by the committee and returned to the applicant within a reasonable time, not to exceed ten (10)

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business days after receipt of all required documentation. The ECC shall have the authority to adopt and amend written standards for the community, and shall have the authority to adopt rules, regulations, and procedures regarding application and approval pursuant to this section. Any owner aggrieved by a decision of the ECC may request, in writing, an appeal to the Board of Directors. The decision of the Board shall be final.

(b) **Environment Control.** The ECC shall recommend, to the Board, the adoption and amendment of standards, rules and policies in order promote the benefit and enjoyment of the residents.

Section 3. Landscaping Approval. No shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the dwelling house on any lot shall be planted or employed in violation of the Association's standards or in such a manner as to interfere with the natural view and aesthetic beauty which each Lot in the community is intended to enjoy.

Section 4. Variances. The Board or the ECC, with the consent of the Board of Directors, shall have the right and power to grant variances from the provisions of this Declaration and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Declaration in any instance in which such variance is not granted. Any variance can be revisited or rescinded by the ECC at any time.

Section 5. Attorney's Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

ARTICLE VII EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. Pursuant to agreement with owner, or upon determination by the Association that an owner has failed to maintain the Lot or its improvements in accordance with general standards of the community, then, after reasonable notice to the owner specifying such failure and upon owner's neglect or refusal to correct the same, then, in such event, and in addition to maintenance upon the Common Properties, the Association has the right, but not the obligation, to provide exterior maintenance upon each Living Unit which is subject to assessment under Article V hereof, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, and the cost thereof shall be assessed to the owner and shall be added to and become a part of the maintenance assessment as more particularly described in Section 2 hereof.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Living Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but, thereafter, shall make such

adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours. Such entry shall not be deemed a trespass.

Section 4. Common Area Maintenance. Common Area Maintenance will include, but without limiting the generality of the following, the following items:

- (a) Grounds maintenance of the common areas including mowing, fertilizing, insecticides, etc.
- (b) Irrigation system maintenance on Common Properties, if any.
- (c) Pool maintenance including cleaning, chemicals, maintenance of pumps, pool heating including gas and maintenance of heating pumps, etc.
- (d) Air conditioning maintenance of recreation building.
- (e) Parking lot cleaning and maintenance.
- (f) Waste removal from common areas.
- (g) Utilities for common areas including water, sewer, and electricity.
- (h) Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- (i) Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- (j) A reserve for future maintenance and repairs.

ARTICLE VIII WATER AND SEWER UTILITIES

Section 1. Prohibition of Individual Wells and Septic Tanks. No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Lot from such time when central water and/or sewer service or services are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning.

ARTICLE IX UNIFORM GENERAL REQUIREMENTS

Section 1. Residential Lots; Use and minimum Square Footage Requirements. All lots in The Properties are designated as single family residence lots, and no principal building shall be constructed or erected on any single family residence lot other than one detached single family dwelling not to exceed one story in height. No single family residence lot shall be re-subdivided into building lots containing less than Ten Thousand (10,000) square feet. No principal structure shall be erected having a living area of less than 800 square feet for a one-story building.

Section 2. Building and Fence Setback Requirements. On all lots in all Blocks, no principal building and/or enclosed swimming pool shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot line, which is the line abutting the street; nor nearer than six (6) feet to the side lot lines; nor nearer than twenty-five (25) feet to the rear lot line and no swimming pool may be erected nearer than fifteen (15) feet to the rear lot line. Provided, however,

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that the Board of Directors of the Association or the ECC, with consent of the Board of Directors, upon written application thereto as provided in Article VI may, with the approval of the City of North Port and/or Sarasota County Building and Zoning Board, approve individual variances from the requirements of this Article IX, Section 2. Fences shall run perpendicular to the rear lot line and are not to extend beyond the front of the residence or the front of a residence sharing a common property line. The rear lot line is perpendicular to the street of residence. Those homes situated on a corner lot in such a manner that the front of the house is not set perpendicular to a rear lot line shall not place a fence in such a manner that the fence would extend beyond the front of any residence sharing a common property line.

Section 3. Minimum Square Footage Defined. With respect to all of the foregoing and for the purpose of the covenants set forth in this Declaration of Covenants and Restrictions, the minimum square footage living area residence requirements shall be established and construed as being exclusive of carports, garages, screened porches, patios and outside storage areas. Provided, however, that this shall not be construed to permit any portion of the building such as eaves, steps, open patios, wing-walls, etc., to encroach upon another lot or into or upon any easements. No travel trailer, mobile-home, motor home, recreational vehicle, tent, storage building, garage, barn or out building erected on any lot shall at any time be used as a residence, temporarily or permanently.

Section 4. Vehicles. A maximum of four motorized (self-propelled) vehicles and/or large trailers can be parked on a residential lot, exclusive of the garage. Parking is limited to the driveway and one vehicle width on the garage side of the home extending from the sidewalk to a line extending from the back of the home, running parallel to the road. Vehicles are defined as follows:

- a. Automobiles;
- b. Light trucks less than or equal to one ton;
- c. Motor/mobile homes/RVs not exceeding ten(10) feet in height and thirty-two (32) feet in length;
- d. Motorcycles;
- e. Trailers used for business purposes ie tool/equipment storage; workshops; and
- f. Trailers greater than six (6) feet in height, not exceeding ten(10) feet in height and thirty-two (32) feet in length;

(a) Recreational Trailers. A maximum of two (2) recreational trailers such as travel trailers, tent trailers, ATV, boats or water craft, not exceeding six (6) feet in height and thirty-two (32) feet in length may be stored on the premises in the rear on the garage side of the residence.

Section 5. Parking. Parking of vehicles specified in Section 4 to this Article shall be parked on the garage side of the home only. Visitors may park at the front of the house, over the swale with the vehicle facing the direction of the travelled lane.

- (a) All vehicles must bear a current state registration or inspection tag. Proof of current state registration or inspection tag must be provided on request if the tag is not visible from the street. Vehicles without current documentation can be ordered to be removed.
- (b) All vehicles must be in operable condition
- (c) All vehicles must be parked in such a manner so as not to block access to the sidewalk

(d) Pickup trucks greater than a one ton model, box trucks, and straight trucks (flat beds) may not be parked overnight in areas zoned residential unless the truck is employed in construction/renovation of the residence on a temporary basis, during the period of time that such construction or services are being performed on the Lot.

(e) Parking in the front yard is prohibited at all times.

(f) Existing driveways may be enlarged up to one vehicle width on the garage side and up to three feet on the residence side.

(g) No major repair work, rebuilding or restoring of vehicles is allowed except wholly within the garage of the residence.

(h) Vehicles parked in accordance with this article shall be parked on a hardscape. See Art IX, Section 10.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot, except (a) two signs of not more than four square feet (2ft x 2ft) advertising the property for sale or rent;(b) signs used by a builder to advertise the property during a construction/renovation period; (c) yard sale signs for the duration of the sale only; (d) special event signs for one day only; and (e) political signs from thirty (30) days prior to election and for one (1) day following the election.. This excludes Yard of the Month and Security Signage.

Section 7. Animals and Pets. No animals, reptiles, livestock, wildlife or poultry of any kind shall be raised, bred or kept on any portion of the Property. A total of three pets (dogs, cats and other usual and common household pets) may be permitted in a Unit. Household pets may not run free and may not make objectionable noise. If the pet is a nuisance to owners of other Units, the Board reserves the right to require that the pet be removed from the Unit. No pet shall be kept, bred, or maintained for any commercial purpose. Whenever a household pet is outside the dwelling and is not in a fenced area, the pet must be on a leash held by a responsible person. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the waste and litter of his or her pets. Pet facilities to include tethers and fences are restricted to the rear yard, consistent with the setback requirements. All pet facilities must be maintained and kept clean and free of offensive odors and debris.

Section 8. Trash Storage. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. No lot on which improvements have been constructed or erected shall be allowed to become or remain overgrown and/or unsightly.

(a) Except for North Port City automated trash pickup containers, trash, garbage or other waste must be kept in sanitary containers and stored in a location which is not visible from the street.

(b) North Port City automated trash pickup containers may be stored at the side or rear of the residence.

(c) Dumpsters may not be utilized in areas zoned residential unless employed in the construction or renovation of the residence on a temporary basis.

(d) Burning of trash on lots is prohibited.

(e) Storage pods/containers may be placed on the garage side of the home and for a maximum period of thirty (30) days.

Section 9. Maintenance of Residential Structures and Lots. Residential Structures including the primary home, garage, carport, shed, pool, pool cage, lanai or other structure either attached or detached shall be maintained to acceptable levels in accordance with any standards

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adopted by the Association, including but not limited to the following:

1. All Lots must be kept clear of all debris, litter, trash garbage, refuse, etc.
2. The roof and all walls, fascia, gutters, downspouts, soffit, eaves, sills and other areas of the home shall be cleaned periodically to remove mold, mildew, dirt, grime, and other debris and present a clean finish as necessary to maintain an appearance that complies with the Association's standards.
3. Windows may be covered with sheets for privacy for the first 30 days of residency, after which blinds, shades or curtains must be installed and maintained.
4. Boarded up windows on occupied homes are not permitted except in the case of eminent threat of hurricane or other named storm. In which case plywood can be installed over windows for a period of 72 hours prior to land fall of the storm, and must be removed within 72 hours of the storms passing. In the event of a broken window, plywood may be placed over the damaged area temporarily. Broken windows must be replaced within 72 hours of the damaging event.
5. Hurricane shutters: the Board and/or the ECC shall have the authority to adopt standards regarding approved materials and appearance of the installation and use of hurricane shutters in the community.
6. Paint: Peeling, faded, stained, mildewed or otherwise damaged paint on any building or structure, trim, or other surface, whether attached or unattached to the home is unacceptable. All homes, garages, carports, sheds, lanais, cages, trellis, or other structure including trim, gutters, downspouts, fascia, soffit, and siding, including roof shingles and tiles or other material must have fresh looking surface. Building exteriors shall be painted in a single color; Doors and trim may be a different but uniform color complementary to the color of the building exterior.
7. Roofs: Roofs of houses shall be constructed from the same material and be the same color throughout. All roofing types and material are permissible. The roofs of car ports and extensions do not have to be the constructed of the same material or color as the roof of the house. Damaged or leaking roofs may be covered by tarps to prevent further damage to the home as a temporary measure for a period not to exceed sixty (60) days. If repairs are delayed due to an insurance claim, repairs must commence no later than 30 (thirty) days from the date of settlement. The office must be kept informed of progress towards settlement. If the home is unoccupied, the Association has the right, but not the obligation, to have the tarp removed and the damage repaired at the owner's expense

Section 10. Hardscapes. Hardscapes are defined as any hard surface not part of the building structure and include driveways, sidewalks, patios, porches, lanais, pool deck, paver decks, retaining walls, fences, concrete or brick/stone edging and other hard surfaces whether structural or part of the landscape.

1. Hardscapes will be maintained in the same manner as the living unit or any other structure on the residential lot.
2. Hardscapes will be free of weeds and other vegetation, clean of oil, grease, mold, mildew or other stains, and maintained to be free of excessive cracks or other damage. In the case of parking areas constructed of shell, gravel or other porous material, the area shall be maintained so as to be free of grass, weeds or other vegetation.
3. All sidewalks and entryways will be free of weeds and other debris and edged to maintain a clean neat appearance free from any trip hazards. Cracks shall be sprayed with a chemical weed/grass controller and kept free of weeds, grass or other vegetation.

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4. Vehicles parked adjacent to the driveway and the side of the home must be parked on a hardscape.

Section 11. Landscape, lawns, trees and shrubbery. Landscape is defined as all non-hardscaped areas of the residential lot including lawns, planting beds, gardens, trees, hedges and hedgerows, shrubbery, bushes, flower beds, and other areas of plant life.

1. All lawns will be kept neatly trimmed to a height not to exceed six (6) inches.
2. All lawns shall be trimmed around hardscape areas including the foundations of any structures including fences. Grass shall not grow up around any parked vehicles or other obstructions including fences in the landscape area.
3. All driveways, sidewalks, patios, decorative curbing and other landscape edging shall be edged exposing the vertical edges of the concrete to keep a neat appearance and provide the greatest surface area possible. Weeds, grass, etc, shall not be allowed to infringe on the hardscapes.
4. Trees over sidewalks and driveways shall be trimmed to a minimum clearance of 8-feet from the ground.
5. Dead or diseased trees, bushes, shrubs, ornamental plants and other plants shall be removed as soon as practical.
6. Stumps shall be removed, ground or cut flush with the surrounding grade. If removed, the remaining hole shall be filled in with dirt and covered with turf grass. If ground, the mulch shall be raked to grade and excess mulch removed so as not to create a compost heap. If cut flush to grade, the left over stump shall not present a trip hazard.
7. Planting beds, flower beds, gardens and other ornamental areas shall be kept free of weeds and mulched or covered with appropriate vegetative ground cover.
8. Trees: Because of the invasive nature of root systems of some tree species and the ecological damage to Florida natural habitats of other tree and plant species Category 1 plants on the Florida Exotic Pest Plant List and other species of tree on the State of Florida list of invasive plant species shall not be planted on any lot within the Jockey Club.
9. Shrubbery: Shrubs, bushes and specimen plantings including topiaries shall be maintained in manner so as not to allow overgrowth. Shrubs, whether planted by individually or in a hedgerow, shall be maintained so as not to infringe on any easement and shall not be allowed to grow higher than 6 feet.
10. Xeriscaping: The use of stone, rock, rubber mulch, natural mulch or other material either natural or manufactured to Xeriscape any portion of the lot may be regulated by the Association to the fullest extent allowed by law.

Section 12. Fences. A fence is defined as any barrier, either permanent or temporary, which encloses a property or separates one property from a neighboring property. The Association has adopted the following guidelines pertaining to fences.

1. All fences require the approval of the Environmental Control Committee prior to being erected. A sketch or drawing showing the approximate placement of the fence and its construction is required to be submitted at the time of the request and must comply with community guidelines as indicated below:
 - a. Chain link fences shall have a maximum height of four (4) feet and can remain galvanized or have a vinyl coating either white or black in color;
 - b. Wood, PVC/Vinyl and ornamental (wrought, cast iron or aluminum/steel) fences are authorized to a maximum height of six (6) feet. Color schemes are:
 - i. Wood – natural color;
 - ii. PVC/Vinyl - white;

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- iii. Iron/steel – white or black.
 - c. Wood and PVC/Vinyl fencing can be solid board (stockade), board on board or picket type fencing. Picket fences shall have spacing not less than the width of the picket.
2. Additionally, the City of North Port requires a permit for all fences. Application for a permit must be presented at the time of request for approval from the committee. The City will specify the location of the fence subject to property boundary and easement restrictions. Once the permit is granted, a photocopy of the permit must be submitted to the ECC for its file.
3. Fences may only be constructed at the side or rear of the property in accordance with Article IX, Section 2 of these Declarations. No fence may be erected at the front of the residence.
4. Fences must be maintained in a clean, neat fashion so as not to allow rust, dirt, mildew or debris to accumulate. . All fence-lines must be maintained with a line-trimmer so as not to allow excessive growth of grass at the base or poles

Section 13. Planting. No hedge or shrub planting which obstructs sight lines at elevation of two (2') feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and line connecting them at points twenty-five (25') feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6') feet above roadway intersection elevation to prevent obstruction of sight lines.

Section 14. Tree Preservation. No tree may be removed without a Tree Removal Permit issued by the City of North Port. The homeowner shall provide a copy of the Tree Removal Permit to the ECC for information.

Section 15. Oil, Gas and Mineral Operations. No operations with respect to oil, gas and minerals, including, without limitation, drilling, development, refining, exploration, quarrying, mining or extractions of any kind shall be permitted upon any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

Section 16. Commercial Use Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes. No business of any kind is permitted to be conducted on any residence, except for business use that is customary or incidental to residency and that does not affect the residential nature of the community or violate local ordinances. This residential restriction shall not be construed to prohibit any Owner from leasing the Lot and receiving income from the Lot, or from keeping his personal, business or professional records in the home, or from handling his personal, business or professional telephone calls or written electronic correspondence in and from his home. Such uses are expressly declared customarily incident to use. This section is, however, intended to prohibit commercial or business activity or manufacturing or provision of services within or from a Lot which would, in the sole discretion of the board, unreasonably disrupt the residential nature of the community, or make it obvious that a business is being conducted, such as by regular or frequent vehicular or pedestrian traffic by persons making deliveries or pick-ups, by employees or other business associates, or by customers or clients.

Section 17. Nuisance Prohibited. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood, or any other Owner. This includes criminal or illegal activity as well as any action that creates an unsafe and/or dangerous living environment for others. No Owner shall permit loud or objectionable noises or objectionable odors to emanate from their property or play any musical instruments or devices which may cause a nuisance to others. Radios, televisions, stereos, electronic devices and musical instruments are to be used at a reasonable volume. Quiet time is designated from 10:00 pm to 7:00 am. Regarding pets, see Article IX, Section 2 to these Declarations.

Section 18. Outdoor Clotheslines. In order to maintain the overall aesthetics of the community the following guidelines have been developed regarding clotheslines and outdoor drying.

1. Only clotheslines supported by two "T" shaped, two single posts or umbrella clotheslines are permitted.
2. Trees shall not be used as supports for clotheslines.
3. Fences shall not be used as clotheslines and shall not be draped with rugs, sheets or other materials.
4. No clothes shall be left hanging on clotheslines overnight.

The Association shall have the right to regulate such devices to the fullest extent allowed by law.

Section 19. Exterior Antennae. No exterior antennae, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except those mounted on the residence. The Association reserves the right to restrict the size, type, and location of such devices and improvements to the maximum extent permitted by law or applicable FCC regulations.

Section 20. Energy Conservation Equipment. Solar energy panels and attendant hardware or other energy conservation equipment may be constructed or installed on any Unit as long as it is an integral and harmonious part of the architectural design of a structure, as determined by the sole discretion of the ECC and in accordance with Florida law.

Section 21. Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paint ball guns, bows, crossbows and other firearms of all types, regardless of size.

Section 22. Fires. Open fires are not allowed unless in a fire pit. Appropriate firefighting measures must be in place. Burning of garbage is not allowed.

Section 23. Sheds. Storage sheds may be installed at the rear of the property, constructed and located within the guidelines/regulations established by the City of North Port. All shed construction will require a Jockey Club permit from the ECC. Sheds with a surface area greater than or equal to sixty-four (64) feet square must also have a City of North Port building permit. All sheds shall be constructed to resist hurricane force winds in accordance with City of North Port standards. The maximum size shed allowed in the Jockey Club shall have a surface area not greater than one hundred and twenty (120) feet square; ie 10ft x 12ft.

Section 24. Additional Rules and Regulations. The Board may establish such additional rules and regulations as may be deemed to be for the best interests of the Association and its members.

ARTICLE X OWNERSHIP, SALES AND LEASES

Section 1. Forms of Ownership:

- (a) **Single Ownership.** A Lot may be owned by one natural person.
- (b) **Co-ownership.** Co-ownership of a Lot is permitted. If the co-Owners are other than husband and wife, or two (2) people who reside together as a single housekeeping unit, the Board of Directors shall require two (2) people to be designated as primary occupants, and the use of the Lot by other persons shall be as though the primary occupants were the only actual Owner. The intent of this provision is to permit multiple owners but prohibit short term, transient use by several individuals or families. Any change in the primary occupants shall be treated as a transfer of ownership by sale or gift.
- (c) **Ownership by Corporations or Trusts.** A Lot may be owned in trust, or by a corporation, partnership, limited liability company or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of no more than two (2) people to be the primary occupants, and the use of the Lot by other persons shall be as though the primary occupants were the only actual Owner.
- (d) **Life Estate.** A Lot may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement.

Section 2. Leasing. Only entire Lots may be leased. No Lot shall be leased for a term less than one year. No Lot shall be leased without the Owner thereof first procuring the written consent of the Board of Directors. No Owner may lease his or her Lot for a period of one (1) year after taking title to a Lot. After the expiration of this one-year, Owners may lease their Units in accordance with provisions contained elsewhere herein. The one-year waiting period shall not apply in situations where title to a Lot passes through inheritance or Association takes title to a Unit through judicial foreclosure or deed in lieu of foreclosure. This provision shall not apply to Owners of Lots prior to the effective date of this provision¹. The application for approval of the Board of Directors shall be on such forms as may be promulgated by the Association, with such information as the Board of Directors may require. The Association may require a prospective Tenant and each proposed occupant to submit to a background check. The submission of an application to the Board of Directors shall constitute a warranty and representation by the Owner

¹ Amdt recorded with Sarasota County - 20 July 2021 Instrument Number: 2021134584
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that the proposed transaction is bona fide in all respects. Any Lease of a Lot shall be subject to the following:

(a) **Form Lease.** The Association, through its Board of Directors, may promulgate, and require use of, a uniform form of lease for any Lease of a Lot.

(b) **Application Fee and Security Deposit.** The Association may charge an application fee in the maximum amount allowed by law in connection with the Lease of a Lot. However, if a Lease is a renewal of a Lease with the same Tenant(s), no charge shall be made.

(c) **Tenant Approval.** Approval of a proposed Tenant shall be delivered to the Owner proposing such transaction in writing to the subject Lot within fifteen (15) calendar days after the Association's receipt of a completed application and application fee. As a condition of approval of a Tenant, the Association may require the Owner to assign the Owner's right to collect the Lot's or Living Unit's rental proceeds to the Association in the event the Owner becomes delinquent in timely paying any Assessments or other monetary obligations or charges due the Association.

(d) **Tenant Disapproval.** In the event the Board of Directors disapproves a proposed Tenant, the proposed Lease shall not be made and the Board of Directors shall deliver such disapproval in writing to the subject Lot Owner within fifteen (15) calendar days after the Association's receipt of an application therefore. Such disapproval shall be without prejudice to the Owner submitting to the Board of Directors a proposed lease for another proposed Tenant.

(e) **Grounds for Disapproval.** Disapproval of a proposed Lease of a Lot shall be made by the Board of Directors upon the following grounds, which shall be deemed to constitute good cause for disapproval:

- (1) The application for approval on its face, or subsequent investigation thereof, indicates that the applicant or any proposed occupant, intends to conduct himself or herself in a manner inconsistent with the Governing Documents.
- (2) The applicant or any proposed occupant has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature.
- (3) The applicant or any proposed occupant has a record of financial irresponsibility, including without limitation, prior bankruptcies, monetary judgments, foreclosures, or bad debts.
- (4) The applicant or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in the Community or other residences as a tenant, occupant, guest or owner.

- (5) The applicant failed to provide any information, application, notice, fees or appearance required to process the application or provide approval in a timely manner; or
- (6) The Lot or Owner requesting the transfer has had fines assessed against it, him or her which have not been paid or other Assessments or charges against the Lot have not been paid in full.

Section 3. Occupancy Violation. In the event of a Lot occupancy contrary to the provisions of the Declaration, or the violation by a Tenant, Guest, or Invitee of any provision of the Governing Documents, the Board of Directors, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such Tenant, Guest, or Invitee and in such event the Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every Lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the Lease shall be the Tenant's, and each Guest's and Invitee's, full compliance with the Governing Documents. The Owner shall be jointly and severally liable with his or her Tenant, Guest, and Invitee to the Association for any and all damages to the Common Area caused by the acts or omissions of his or her Tenant, Guest, or Invitee as determined in the discretion of the Board of Directors.

Section 4. Use of Common Area During Tenancy. When a Lot is occupied by a Tenant, Guest or Invitee in the absence of the Owner, the Owner of the Lot may assign such Owner's ability to use the Common Properties to such Tenant, Guest or Invitee in writing and may not use the Common Properties and facilities thereon during that time and the Common Properties and facilities thereon may only be used by the Tenant, Guest or Invitee. When a Lot is unoccupied, the Owner may use the Common Properties and facilities. Nothing in this Section 4 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner agrees to indemnify, defend and hold harmless the Association from and against any claim, cause of action or demand arising out the use of the Common Properties or facilities thereon by such Owner's Family, Tenant, Guest, or Invitee.

Section 5. Assignment Rents. In order to ensure the timely and complete payment of all Assessments, or other applicable charges, all Owners leasing their Lots or Living Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Directors requests it, the Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing a Lot.

Section 6. Application of Rents. All rents collected by the Association from an assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to any delinquent Assessments or charge in order of the earliest in time until all monetary obligations due the Association are paid in full. Any funds that may be collected by the Association in excess of the Owner's obligation shall be remitted to the Owner by the Association within a reasonable amount of time.

Section 7. Association as Agent. Each Owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant

to the assignment of rent authority provided herein, including the right to terminate the Lease and evict the Tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Owner under applicable landlord/tenant law but shall not be considered a landlord under chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

ARTICLE XI GENERAL PROVISIONS

Section 1. Amendment. This Declaration may be amended or supplemented by the Association upon the approval of not less than a majority of those members present in person or by ballot at a meeting of the members at which a quorum is present. In order to be effective, any amendment or supplement to this Declaration must first be executed by the President and attested to by the Secretary of the Association indicated that a meeting called for that purpose was conducted and that the amendment received the requisite number of votes for approval. recorded in the Public Records of Sarasota County, Florida.

Section 2. Florida Statutes. Whenever these declarations refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they are amended from time to time

Section 3. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any supplemental declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least two thirds of voting members. The Board shall take all actions necessary to preserve this Declaration in accordance with Chapter 712, Florida Statutes, otherwise known as the Marketable Record Title Act, unless this Declaration is terminated as otherwise provided herein.

Section 4. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered, electronically sent (to owners consenting to receive electronic notice in accordance with Florida law), or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner of property which is subject to these covenants and conditions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs, if necessary. If any such action is brought by any Owner against any other Owner, the Association shall not have any obligation to indemnify or reimburse either party to such action.

(a) The Association shall have the authority to impose fines, to suspend the right to use the Common Properties, to suspend the right to vote, or take any and all other action permitted by law for violations of the Association's governing documents. Each fine shall be enforceable to the fullest extent allowed by law. In order to secure payment of fines, a fine may become a lien on the property and foreclosed in a manner similar to an assessment lien foreclosure, to the fullest extent permitted by law. Suspensions and fines shall be imposed in the manner provided in the Bylaws and Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time for imposition of fines and suspensions in accordance with Florida law.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration and the Articles of Incorporation and/or Bylaws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern. In the event of a conflict between the Articles of Incorporation and the Bylaws, the Bylaws shall control.

Section 9. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

EXHIBIT "A" - "Shelter Lots". The following lots all situated in the Fifty-Second Addition to Port Charlotte Subdivision, a sub-division in Sarasota County, Florida, according to the Plat thereof recorded in Plat Book 21 at Pages 13 through 13N-13NN of the Public Records of Sarasota County, Florida, are designated as "Shelter Lots," to wit:

Block	Lots
2609	46 through 56, both inclusive
2610	1 through 26, both inclusive
2616	1 through 17, both inclusive
2617	1 through 14, both inclusive
2618	1 through 19, both inclusive
2619	1 through 24, both inclusive
2620	1 through 22, both inclusive
2621	1 through 22, both inclusive
2622	1 through 12, both inclusive
2623	1 through 12, both inclusive
2627	1 through 17, both inclusive
2628	1 through 9, both inclusive
2628	39 through 51, both inclusive
2629	1 through 20, both inclusive
2630	1 through 20, both inclusive
2631	5 and 6
2634	4 and 5
2635	1 through 22, both inclusive
2636	1 through 15, both inclusive
2637	1 through 32, both inclusive
2638	1 through 27, both inclusive
2639	1 through 16, both inclusive
2640	1 through 29, both inclusive
2641	1 through 20, both inclusive
2642	23 and 24
2643	1 through 27, both inclusive
2644	1 through 27, both inclusive
2645	1 through 29, both inclusive
2646	1 through 36, both inclusive
2647	21 through 37, both inclusive
2650	1 and 2, 26 and 27
2652	1 through 4, both inclusive