

JOCKEY CLUB OF NORTH PORT
PROPERTY OWNERS' ASSOCIATION,
INCORPORATED

ARTICLES OF INCORPORATION

BYLAWS

DECLARATION OF COVENANTS AND
RESTRICTIONS

AS AMENDED-1995, 1996, 1998 and 2006
Edited for format 2016

ARTICLES OF INCORPORATION OF
FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION,
ALSO KNOWN AS THE JOCKEY CLUB OF NORTH PORT

THE JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC., its address being 3050 Pan American Boulevard North, North Port, Sarasota County, FL. 34287, by the hands of the undersigned hereby certify that

The Declaration of Covenants and Restrictions of FIFTY-SECOND ADDITION TO PORT CHARLOTTE SUBDIVISION, ALSO KNOWN AS THE JOCKEY CLUB is recorded in O.R. Book 950, page 398, et seq., of the Public Records of Sarasota County, Florida and as amended. The following amendments to the Bylaws and to the Declaration of Covenants and Restrictions were submitted to the entire membership of the Association at its meeting called and held on the 21st day of March, 2006, and approved by affirmative vote of not less than a majority of lot owners present at the member's meeting in person or by proxy as required by the Declaration of Covenants and Restrictions. There were no amendments to the Articles of Incorporation presented to the membership for approval at this meeting.

Articles of Incorporation of Jockey Club of North Port Property Owners' Association, Inc.
We the undersigned, hereby make, subscribe, acknowledge, and file the following Articles for the purpose of forming a non-profit Corporation under the laws of the State of Florida.

Article I-Name. The name of this Corporation is Jockey Club of North Port Property owners' Association, Inc.

Article II-Purpose. The Corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

To promote the health, safety, and welfare of the property owners in those certain lots or blocks of land more particularly described in Exhibit "A" attached hereto incorporated herein by reference in that certain subdivision plat entitled "Fifty-Second Addition to Port Charlotte Subdivision," according to the Plat thereof, recorded in Plat Book 21 at Pages 13 through 13A-13NN of the Public Records of Sarasota County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in Article XII herein, hereafter referred to as "The Properties," and for this purpose to:

a) own, acquire, build, operate, and maintain recreation facilities for the benefit of property owners, including but not limited to: parks, playgrounds, swimming pools, golf courses, commons, open spaces, streets, bicycle paths, equestrian paths and footways; including buildings, structure and personal properties incident thereto hereinafter referred to as "the common properties and facilities"; (b) provide garbage and trash collection; (c) provide exterior maintenance for the lots and home included in The Properties; (d) provide fire and police protection; (e) maintain unkempt lands or trees; (f) supplement municipal services; (g) fix assessments (or charges) to be levied against The Properties; (h) enforce any and all covenants, restrictions and agreements applicable to The Properties; and, (i) pay taxes, if any, on the common properties and facilities; and, (j) insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Properties.

Article III-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 by covenants or record to assessment by Jockey Club of North Port Property Owners' Association, Inc. shall be a member of the Jockey Club of North Port Property Owners' Association, Inc., from the date such member acquires title to his home or lot, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Article IV-Term. This Corporation shall have perpetual existence.

Article V-The Subscribers. The names and post office addresses of each subscriber of the Articles of Incorporation are as follows:

Names	Post Office Address
C.C. Crump	1111 South Bayshore Drive Miami, Florida 33131
Wayne L. Allen	1111 South Bayshore Drive Miami, Florida 33131
George V. Flagg	1111 South Bayshore Drive Miami, Florida 33131

Article VI-Officers. The officers shall be a president, a vice president, a secretary and a treasurer. The president and the vice president shall be members of the Board of Directors. The officers shall be chosen by majority vote of the directors. All offices shall hold office during the pleasure of the Board of Directors.

Article VII-Initial Officers.

Name	Office	Address
C. C. Crump	President	1111 South Bayshore Drive Miami Florida 33131
Robert F. Ehring	Vice President	1111 South Bayshore Drive Miami, Florida 33131
Wayne L. Allen	Secretary	1111 South Bayshore Drive Miami, Florida 33131
Robert F. Ehring	Vice President	1111 South Bayshore Drive Miami, Florida 33131
George V. Flagg	Treasurer	1111 South Bayshore Drive Miami, Florida 33131

Article VIII- Board of Directors. The affairs of the corporation shall be managed by a Board of nine (9) Directors. Subsequent to turnover from the Developer, the Board of Directors was set at nine (9) members, three of whom were elected for a term of three (3) years, three of whom were elected for a term of two (2) years, and three of whom were elected for a term of one (1) year. Thereafter, at each annual meeting of the members, three (3) Directors shall be elected for a term of three (3) years in addition to filling any vacancies.

Article IX-Bylaws. The Bylaws of the corporation may be amended, at a regular or special meeting of the members, by a vote of a majority or a quorum of each class of members present

Article IX-Bylaws. (Cont.)

in person or by proxy; provided that those provisions of the Bylaws which are governed by these Articles of Incorporation may not be amended except as provided in the Articles of Incorporation or applicable law. Amending the Bylaws shall be by written ballot which shall be mailed to each member at least fourteen (14) days in advance of the date set forth for a return (which shall be a date not later than the day before the annual meeting or special meeting called for this purpose. A ballot cast by mail or cast personally prior to the start of the meeting shall be considered as cast personally and shall not require a proxy to be considered as legally cast. Such ballots shall not be counted to establish a quorum unless accompanied by a proxy.

Article X-Amendments to the Articles of Incorporation. These Articles may be amended in accordance with law, provided that the voting and quorum requirements specified for any action under the provisions of Article IX shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

Article XI-Voting Rights. There shall be one vote for each Lot. The votes shall be cast as set forth in the Bylaws.

Article XII-Additions to Properties. Additions to the properties described in Article II may be made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such approval and must have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article XIII-Mergers and Consolidations. Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article XIV-Mortgages: Other Indebtedness. The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two (2) years' assessments current at that time provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article XV-Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by the Articles of Incorporation of by the Bylaws of this corporation.

Article XVI-Dedication of Properties or Transfer or Function to Public Agency or Utility.

The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

Article XVII-Dissolution. The corporation may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the entire membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XVII hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

Article XVII-Disposition of Assets upon Dissolution. Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Corporation, Association, Trust, or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Jockey Club of North Port Property Owner's Association, Inc., properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

Schedule "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	39 through 51, both inclusive

Block	Lots
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 20, both inclusive
2641	1 through 29, both inclusive
2642	2 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	19 through 36, both inclusive
2647	21 through 37, both inclusive
2650	1 and 2, 26 and 27
2652	1 through 4, both inclusive

**BYLAWS OF JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS'
ASSOCIATION INC**

Article I-Definitions.

Section 1. "Association" shall mean and refer to the Jockey Club of North Port Property Owner's Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 2. "The Properties shall mean and refer to those certain lots or parcels of land described on Pages 1A, 1B and 1C hereof (Schedule "A" and "C").

Schedule "A"- "Shelter Lots." The following lots all situated in the Fifty-Second Addition to Port Charlotte Subdivision, a subdivision in Sarasota County, Florida, according to the Public Records of Sarasota County, Florida, are designated as "Shelter Lots," to-wit:

BLOCK	LOTS	BLOCK	LOTS
2609	46 thru 56, both inclusive	2610	1 thru 26, both inclusive
2616	1 thru 17, both inclusive	2617	1 thru 14, both inclusive
2618	1 thru 19, both inclusive	2619	1 thru 24, both inclusive
2620	1 thru 22, both inclusive	2621	1 thru 22, both inclusive
2622	1 thru 12, both inclusive	2623	1 thru 36, both inclusive
2627	1 thru 17, both inclusive	2628	1 thru 9, both inclusive
2628	38 thru 51, both inclusive	2629	1 thru 20, both inclusive
2630	1 thru 20, both inclusive	2631	5 and 6
2634	4 and 5	2635	1 thru 22, both inclusive
2636	1 thru 15, both inclusive	2637	1 thru 32, both inclusive
2638	1 thru 27, both inclusive	2639	1 thru 16, both inclusive
2640	1 thru 20, both inclusive	2641	1 thru 29, both inclusive
2642	1 thru 20, both inclusive	2642	23 and 24
2643	1 thru 27, both inclusive		
2644	1 thru 27, both inclusive	2645	1 thru 29, both inclusive
2646	19 thru 36, both inclusive	2647	21 thru 37, both inclusive
2650	1 and 2, 26 and 27	2652	1 thru 4, both inclusive

Schedule C: - Description of Common Properties. All of Tract "H" of the Fifty-Second Addition to Port Charlotte Subdivision, according to the Plat thereof recorded in Plat Book 21 at Pages 13 through 13Z, and 13AA through 13NN of the Public Records of Sarasota County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article VI, Section 2 herein.

Section 3. "Common Properties" shall mean and refer to parks, playgrounds, swimming pools, golf courses, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

Article II - Location

Section I. The principal office of the Association shall be located at 3050 Pan American Blvd., North Port, FL 34287.

Article III - Membership

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

Section 2. The rights of membership are, subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded in A/R Book 1199 Page 299 of the Public Records of Sarasota County, Florida.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2, 2wh35h34 o4 not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the common properties and facilities, and the personal conduct of any person thereon, as provided in Article IX, Section 1, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Article IV - Voting Rights

Section 1. Voting Rights. There shall be one vote for each lot. In the event any lot is owned by more than one person, or is owned by a person other than an individual, the vote for such lot shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one lot, the member shall be entitled to one vote for each such lot.

Section 2. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and owners for all purposes, except where otherwise provided by law, in the Declaration, in the Articles, or in these Bylaws.

Section 3. Determination as to Voting Rights. In the event any lot is owned by one person, his right to cast the vote for the lot shall be established by the record title to his lot.

Section 4. In the event any lot is owned by more than one person or by an entity, the vote for the lot may be cast at any meeting by any co-owner of the lot provided, however, that in the event a dispute arises between the co-owners as to how the vote for the lot shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the lot on the matter being voted upon at that meeting, but their membership shall be counted for the purposes of determining the existence of a quorum. For purposes of this paragraph the principals or partners of any entity (other than a corporation) owning a lot shall be deemed co-owners of the lot and the directors and officers of a corporation owning a lot shall be deemed co-owners of the lot.

Article V-Property Rights and Rights of Enjoyment of Common Property.

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants applicable to The Properties.

Section 2 Any member may delegate his rights of enjoyment in the Common Properties and Facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

Article VI-Association Purposes and Powers

Section 1. The Association has been organized for the following purposes. To promote the health, safety and welfare of the property owners in: Those certain lots or parcels of land prescribed on Pages 1A, 1B and 1C of Article I hereof, (Schedule "A" and "C") and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in Article XII herein, hereafter referred to as "The Properties," and for this purpose to:

(a) own, acquire, build, operate, and maintain recreation facilities for the benefit of the property owners, including but not limited to: parks, playgrounds, swimming pools, golf courses, common, open spaces, streets, bicycle paths, equestrian paths and footways; including buildings, structures and personal properties incident thereto, hereinafter referred to as "the Common properties and facilities"; (b) provide exterior maintenance for the lots and homes with The Properties; (c) maintain unkempt lands or trees; (d) supplement municipal services; (e) fix assessment (or charges) to be levied against The Properties; and (f) pay taxes, if any, on the common properties and facilities; and, insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

Section 2. Additions to the properties described in Article I may be made only in accordance with provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds of the votes of the members who are voting in person or by proxy at the meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and, which written notice shall set forth the purpose of the meeting.

Article VI-Association Purposes and Powers. (Cont)

Section 3. Mergers and Consolidations. Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article II, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Mortgages-Other Indebtedness. The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties, the total debts of the corporation including the principal amount of such mortgages outstanding at any time shall not exceed the total of two years' assessments current at that time provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly call for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and which written notice shall set forth the purpose of the meeting.

Section 5. Dedication of Properties or Transfer of Function to Public Agency or Utility. The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

Article VII - Board of Directors.

Section 1. Board of Directors. The affairs of the corporation shall be managed by a Board of nine (9) Directors. Subsequent to turnover from the Developer, the Board of Directors was set at nine (9) members, three of whom were elected for a term of three (3) years, three of whom were elected for a term of two (2) years, and three of whom were elected for a term of one (1) year. Thereafter, at each annual meeting of the members, three (3) Directors shall be elected for a term of three (3) years in addition to filling vacancies.

Section 2. Vacancies in the Board of Directors shall be filled by appointment by the other Directors at a special meeting duly called for that purpose. Such appointed Director shall serve until the next annual meeting of members.

Article VIII-Election of Directors: Nominating Committee, Election Committee.

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such elections, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to the properties. The names receiving the largest of voles shall be elected. A ballot cast by mail or cast personally prior to the start of the meeting shall be considered as cast personally and shall not require a proxy to be considered as legally cast. Such ballots shall not be counted to establish a quorum unless accompanied by a proxy.

**Article VIII-Election of Directors: Nominating Committee, Election Committee.
(Cont.)**

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be placed on written ballot as provided in Section 5 and shall be made in advance of the time affixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) described the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain spaces for a write-in vote by the members and shall be mailed to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive as many ballots as he/she has votes. Notwithstanding that a member may be entitled to several votes, he/she shall exercise on any one ballot only one vote for each vacancy shown thereon.

Article IX-Powers and Duties of the Board of Directors.

Section 1. The Board of Directors shall have power: (a) to call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request. of one-fourth (1/4) of the voting membership as provided in Article XIII, Section 2; (b) to appoint and remove at pleasure all offices, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. The Board of Directors shall not employ any Officer of Director of the Association in any capacity whatsoever; (c) to establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2; (d) to adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon; (e) to exercise the for Association all powers, duties and authority vesting in or delegated to this Association, except those reserved to the meeting or to members in the covenants; (f) in the event that any member of the Board of Directors of this association shall be absent from three. (3) consecutive regular meetings of the Board of Directors, the Board may take action at the meeting during which said absence occurs, and declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors: (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a special meeting when such is requested in writing by one-fourth (1/4) of the voting agents and employees of this Association and to see that their duties are properly applicable to The Properties, (b) to fix the amount of the assessment against each lot (property) for each assessment period at least 'thirty days in advance of such date or period and, at the same time; (c) to prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time; (d) to send written notice of each assessment to every owner subject thereto; and (e) to issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid.

Article X-Directors' Meetings

Section 1. A regular meeting of the Board of Directors shall be held on the 2nd Tuesday of the month of March in each year, provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof shall be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business, at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

Article XI-Officers.

Section 1. The Officers shall be a president, a vice-president, a secretary and a treasurer.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, leases, mortgages, deeds and all other written instruments. The President may co-sign checks which require two signatures.

Section 5. The vice-president shall perform all duties of the president in his absence.

Section 6. The secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XIII, Section 3). The Secretary may co-sign checks, which require two signatures.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all

monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, if available. All checks require two signatures. Those authorized to sign checks are President, Vice President, Secretary and Treasurer.

Section 8. The treasurer shall keep proper books of account and cause an annual financial review of the Association books to be made at the completion of each fiscal year. He shall prepare an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

Article XII-Committees.

Section 1 The Standing Committees of the association shall be: The Election Committee; The Recreation Committee; The Maintenance Committee; The Environmental Control Committee; The Financial Review Committee; and the City Liaison Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include at least one (1) member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Election Committee shall have the duties and functions described in Article VIII, Elections.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Environmental Control Committee shall have the duties and functions described in Article VII, Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6 The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7 The Financial Review Committee shall supervise the annual financial review of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The treasurer shall be an ex officio member of the Committee.

Section 8 – The City Liaison Committee shall work with the City of North Port on behalf of the Association.

Section 9. With the exception of the Election Committee and the Environmental Control Committee (but then only as to those functions that are governed by Article VII, Declaration of Covenants and Restrictions applicable to the Properties), each committee shall have power to appoint a subcommittee from among its membership.

Article XII-Committees (Cont)

Section 10. It shall be the duty of each committee to receive complaints from the members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the association as is further concerned with the matter presented.

Article XIII-Meetings of Members.

Section 1 The regular annual meeting of the members shall be held on the 2nd Tuesday of the month of March in each year. If the day for the annual meeting of the members shall fall upon a holiday or upon an election day, the meeting shall be held on the first Tuesday following which is not a holiday or an election day.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, Vice-President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, upon written request of the members who have a right to vote one-fourth (1/4) of all the votes of the entire membership.

Section 3. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the entire membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Covenants and applicable to The Properties shall require a quorum as therein provided.

Article XIV-Proxies.

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

Article XV-Books & Papers.

Section 1. The books, records and papers of the association shall at all times, during reasonable business hours, be subject to the inspection of any members.

Article XVI-Corporate Seal.

Section 1. The Association shall have a seal in circular form having within its circumference the words: Jockey Club of North Port Property Owners' Association, Inc., a nonprofit corporation, incorporated Florida, 1977.

Article XVII-Amendments.

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

GENERAL DEVELOPMENT CORPORATION,
a DELAWARE CORPORATION

TO WHOM IT MAY CONCERN

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS.

Whereas, General Development Corporation, a Delaware Corporation authorized to do business in the State of Florida; herein after referred to as "Developer" is the majority owner of the following described property situated, lying and being in Sarasota County, Florida, to-wit: 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 3AA-13NN, of the Public Records of Sarasota County, Florida, and

Whereas, the Developer has caused to have recorded a Declaration of Restrictions covering the entire subdivision above described which Declaration was executed on July 30, 1971, and filed in the Public Records of Sarasota County, Florida on February 15, 1972, in Official Record Book 950 at Pages 389 through 394; and

Whereas, under Section 13 of said Declaration of Restrictions it is provided that "said Covenants and Restrictions, except Paragraph 11 and 12 hereof, may be altered, amended or rescinded in whole or in part at any time by the then fee owner or fee owners appearing of record of a majority of the lots affected by the respective provisions of these restrictions"; and Whereas, the Developer is at present the majority land owner of the lots in said Fifty-Second Addition of Port Charlotte Subdivision; and

Whereas, subsequent to the date of the recording of said Declaration, conditions have substantially changed to cause the following changes to be made.

Now Therefore, the Developer does hereby and herewith file this Supplementary Declaration of Covenants and Restrictions for the following purposes and to affect all of the following lots in said subdivision, to-wit:

I That the provisions of Paragraph 1 of said original Declaration of Restrictions dated July 30, 1971 and filed in the Public Records of Sarasota County, Florida, in Official Record Book 950 at Pages 389 through 394 be amended to restrict the same as follows:

"1. All lots in Blocks 2669, 2670, 2671, 2672, and 2680 are 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 two (2) stories in height. Other decorative roof materials must be approved by the committee described in paragraph 4 of these restrictions. No single family residential lot listed in this paragraph shall be re-subdivided into building lots having less than twelve thousand (12,000) square feet. Nor shall any principal structure be erected on said lots having an area of less than one thousand five hundred (1500) square feet (living area) for a one- story building; nor less than one thousand nine hundred forty (1940) square feet (living area) for more than a one-story building."

II Notwithstanding anything contained in the original Declaration of Restrictions dated July 30, 1971 and filed in the Public Records of Sarasota County, Florida in Official Record Book 950 at Pages 389 through 394, the Developer declares and imposes the following Supplementary Declaration of Covenants and Restrictions upon the lots described in Schedule "A" and "C" attached to the Supplementary Declaration of Covenants and Restrictions.

Supplementary Declaration of Covenants and Restrictions Affecting Lots in Scheduled "A", "B", and "C" Attached Hereto.

This Declaration, made this 27th day of September, 1977, by General Development Corporation, a Delaware Corporation, hereinafter called Developer.

WITNESSETH:

Whereas, developer is the owner of the real property described in Schedules "A" and "C" attached to this Supplementary Declaration and desires to create thereon a planned residential community with permanent parks, recreational areas, open spaces, greenbelts and other common facilities for the benefit of the said community; and

Whereas, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, recreational areas, open spaces, greenbelts, and other common facilities; and, to this end, desires to subject the real property described in Schedule "A" and "C" together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

Whereas, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, **The Jockey Club of North Port Property Owners' Association, Inc**, for the purpose of exercising the functions aforesaid:

Now Therefore, the Developer declares that the real property described in Schedule "A" and "C" and such additions thereto as may hereafter be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and lies (sometimes referred to as covenants and restrictions) hereinafter set forth.

Article I - Definitions

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a) "Association" shall mean and refer **THE JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.**

b) "properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

Article I -Definitions Continued

c) "Common Properties" 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, Section 2 hereof,

d) "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 heretofore defined.

e) "Living Unit" shall mean ,and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

f) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit, but, notwithstanding any applicable theory concerning a mortgage, encumbering any Lot or Living Unit, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g) "member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

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 as follows:

Those certain lots more particularly described in Schedule "A" attached hereto and incorporated herein by reference, all of said lots being situated in that plat entitled Fifty-Second Addition to Port Charlotte Subdivision, Sarasota County, Florida, according to the plat thereof, recorded in Plat Book 21, at Pages 12 through 13A through 13NN of the Public Records of Sarasota County, Florida, all of which said lots shall hereinafter be referred to as "The Properties."

Section 2 Common Properties That the property described in Schedule "C" attached hereto as it appears on the original plat of the Fifty-Second Addition to Port Charlotte Subdivision, a subdivision in Sarasota County, Florida, be referred to as "Common Properties," be dedicated as recreational and/or park areas and that the use of said common properties be restricted and devoted to the common use 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 a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the association may file of record a Supplementary Declaration of Covenants and Restrictions.

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

Article II-Property Subject to this Declaration: Additions Thereto Continued

may, by operation of law, be, added to the properties, rights and obligations of the Association as 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 these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for performance of an obligation shall not be a member.

Section 2 Voting Rights There shall be one vote for each lot as is provided for in the Bylaws.

Section 3 Quorum Except as provided in Article I, Sections 5 and 6 hereof, the presence at any regular or special meeting of members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of the entire membership shall constitute a quorum for any action governed by the Articles of Incorporation or by the Bylaws of this Corporation.

Article IV -Property Rights in the Common Properties

Section 1 Members' Easements of Enjoyment Subject to the provisions of Section 3, every member subject to assessments as provided in Article V, Section 4 hereof, 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.

Section 2 Title to Common Properties The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns that it shall convene the Common Properties to the Association not later than the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxed for the year in which the conveyance takes place and any easements granted by the Developer pursuant to Section 4 of this Article.

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 Member's Easements The rights and easements of enjoyment created hereby shall be subject to the following:

Article IV – Property Rights in the Common Properties Section 4 Continued

- a) the right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow 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 thereunder 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, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period, not to exceed thirty (30) days, for any infraction of its published rules and regulations; 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 purpose 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 a purpose, of which thirty (30) days written notice was sent to each member, a two-thirds vote of all members was obtained, either in person or by proxy, agreeing to such dedication or transfer.

Section 5 Parking Rights The Association may designate and maintain upon the Common Properties certain parking spaces for the 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 of Assessments.

Except as hereinafter more fully provided, the Developer, for each Lot and Living Unit owned by it within The Properties, hereby covenants and each Owner of any Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- a) annual assessments or charges;
- b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereof and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon

Article V - Covenant for Maintenance Assessments Section 1 Continued

and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Notice of failure to pay assessments when due will be sent to collections and reported to the major credit reporting agencies.

Section 2 Purpose of Assessments The Assessments levied by the Association shall be used exclusively to the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the home situated upon The Properties, including; but not limited to, the payment of taxes and insurance on the Common Properties, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials management, and supervision thereof.

Section 3 Date of Commencement of Annual Assessments-Due Dates The annual assessments provided for herein shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the Date of Commencement. The first annual assessment shall be levied for the balance of the calendar year in which it is imposed, and shall become due and payable on the Date of Commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the first annual assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 hereof as the number of months remaining in the year of the first annual assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 4 Basis and Maximum of Annual Assessments From the date of commencement of annual assessments until the control of the association is turned over to the Members as provided in Article III, Section 2 hereof, the initial annual assessments shall be One Hundred Forty-Four and no/100ths (\$144.00) Dollars per lot. From and after the date of "turn over" the annual assessment may be adjusted by a majority vote of the membership present in person or by proxy at a properly called membership meeting.

Section 5 Special Assessment for Capital Improvements In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article V - Covenant for Maintenance Assessments Continued

Section 6 Change in Basis and Maximum Annual Assessments Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 hereof prospectively for any such period provided that any such change shall have the assent of a majority of the Members, who are voting in person or proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting provided further that the limitations of Section 4 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 3 hereof.

Section 7 Duties of the Board of Directors The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster for the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8 Effect of Non-Payment of Assessments

a) Interest Assessments and installments on assessments not paid within ten (10) days after the date when they are due shall bear interest at 18% or the then highest rate of interest allowable by law, per annum, from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due ten days after written demand by the Association.

b) Acceleration of Assessments If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (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 to 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 for common expenses, for all special assessments for common expenses, and/or for all other assessments payable to the Association.

c) Lien for Assessments The Association has a lien on each lot for the following:

- 1) unpaid assessments owed to the Association by the owner of such lot.
- 2) for past due interest.
- 3) for the reasonable attorneys' fees and costs of collection incurred by the Association incident to the collection of the assessment regardless if said fees and costs were incurred prior to placement of the lien or were incurred pursuant to the enforcement of the lien.
- 4) all sums advanced and paid by the Association for taxes, payment on account of superior mortgages, liens or claim of lien in the public records in the county in which the lot is located, stating the description of the lot, the name of the record owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all assessments or other monies owed to the

Article V - Covenant for Maintenance Assessments Section 8 Continued

Association by the owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of lien. The lien may be enforced by foreclosure of the lien in the same manner as a mortgage is foreclosed. The prevailing party in an action to enforce a claim of lien is entitled to reasonable attorney fees and costs, including appellate fees and costs from the other party.

Section 9 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, not from the lien of any such subsequent assessment, which again shall be subordinate to the lien of a new first mortgage placed upon The Property or Properties.

Section 10 Exempt Property The following property subject to the Declaration shall be exempted from the assessments, charges and liens created herein:

- a) all properties to the extent any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use;
- b) all Common Properties as defined in Article I, Section 1 hereof, and
- c) all properties exempted from taxation by the laws of the State of FL 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, which committee shall consist of three or more members.

Section 2 Review by Committee 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. The Committee, in its review of the above requests, shall be guided by the following standards of environmental control, to-wit: those included in Article IX hereof.

a) **Environmental Control** 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 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 Environmental, Control Committee. Approval or disapproval of the same shall be made by the Committee and returned to the applicant within a reasonable time, not to exceed 10 (ten) business days after receipt thereof.

b) **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 such a manner as to interfere with the natural view and aesthetic beauty which each lot and the community is intended to enjoy.

Article VI - Environmental Control Committee Continued

Section 3 Variances The Environmental Control Committee may approve variances to the requirements of Article IX.

Section 4 Attorney's Fees In all litigation involving environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees, and court costs including mandated mediation fees.

Article VII-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) Pool maintenance including cleaning, chemicals, maintenance of pumps, pools heating including gas and maintenance of heating pumps, etc.
- c) Air conditioning maintenance of recreation building.
- d) Parking lot cleaning and maintenance.
- e) Waste removal from common areas.
- f) Utilities for common areas including water, sewer and electricity.
- g) Taxes and insurance including real and personal property taxes for common areas and liability and fire insurance.
- h) Other miscellaneous items which may be included such as exterminating services, security system maintenance and fire extinguisher services.
- i) A reserve for future maintenance and repairs.

Article VIII-Water and Sewer Utilities - Prohibition of Individual Wells and Septic Tanks No individual water wells, septic tanks or other individual sewage disposal facility shall be permitted on any Living Unit 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 two (2) stories 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 or less than 1,000 square feet living area for more than a one-story building on any lot in the Existing Property.

Section 2 Alternate Living Arrangements Travel trailers, motor homes, recreational vehicles, tents, storage buildings, garages, barns or other out buildings erected on any lot may not, at any time, be used as a residence, temporarily or permanently.

Section 3 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, that the Board of Directors of the Association or the Environmental Control Committee upon written application thereto as provided in Article

Article IX-Uniform General Requirements Continued

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 3. Fence shall not be placed in such a manner as to interfere with the natural view and aesthetic beauty which each lot and the community is intended to enjoy.

Section 4 Fences By definition a fence is a structure that encloses a residential lot near or on the lot line, excluding required easements.

a) 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 the 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. Fences are limited in height to four (4) feet from the base of the fence to the top of the fence. No solid fencing is allowed.

b) Residential lots situated along the borders of the Jockey Club Homeowners' Association, Inc. properties may be granted a variance for alternate fencing on an individual basis; height not to exceed six (6) feet including any decoration or lattice work.

c) Ornamental fencing no more than three (3) feet in height is permissible beyond the front of the residence.

Section 5 Minimum Square Footage Defined With respect to all of the foregoing and for the purpose of the covenants set forth in the 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-wall, etc., to encroach upon another lot or into or upon any easements.

Section 6 Recreational Vehicles: Recreation vehicles, such as travel trailers, motor homes, tent trailers, boats or water craft, not exceeding 10 feet in height or 32 feet in length, may be stored on the premises at the rear or side of the residence.

Section 7 Vehicle Parking:

a) All vehicles must bear a current state registration or inspection tag.

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 three-quarter ton model, box trucks, and straight trucks (flatbed semi's) may not be parked overnight in areas zoned residential unless the truck is employed in construction/renovation of the residential unit on a temporary basis.

e) Parking in the front yard is never allowed either temporarily or permanently.

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

Section 8 Signs Signs of any kind displayed to the public view on any residential lot may not exceed two feet by two feet in size.

Article IX-Uniform General Requirements Continued

Section 9 Animals No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The owner is responsible to keep the animal under control, to prevent annoyance from noise, and to clean up after their pet.

Section 10 Trash Storage

- a) No lot shall be allowed to become or remain overgrown with weeds, grass or brush.
- b) No lot shall be used as a dumping ground for rubbish.
- c) 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.
- d) North Port City automated trash pickup containers may be stored at the side or rear of the residence.
- e) Dumpsters may not be utilized in areas zoned residential unless employed in the construction or renovation of the residential unit on a temporary basis.

Section 11 Additional Rules and Regulations. The Board of Directors of the Association 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-General Provisions

Section 1 Amendments Anything in this Declaration to the contrary notwithstanding, this Supplemental Declaration of Covenants and Restrictions may be amended from time to time by recording among the Public Records of Sarasota County, Florida, an instrument executed by the President and attested to by the Secretary of the association indicating that at a meeting called for that purpose, a majority of the fee owners or record in the hereinabove described property, present at the meeting in person or by proxy. No such amendment shall affect or interfere with vested rights previously acquired by Lot or Unit Owners.

Section 2 Duration Except as provided in Section 1 hereof, the Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration as recorded, unless within such time, one hundred percent (100%) of the owners execute a written instrument declaring a termination of this declaration (as it may have been amended from time to time). After such twenty (20) year periods, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each until a majority of votes of the entire membership of the Association execute a written instrument declaring termination of this declaration (as it may have been amended from time to time). Any termination of this declaration shall be effective on the date the instrument of termination is recorded in the public records of the county in which the subject property is located.

Section 3 Notices 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 mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4 Enforcement Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons 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; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right whenever there shall have been built on any lot any structure which is in violation of these covenants and restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owners; and such entry and abatement or removal shall not be deemed a trespass.

Article X-General Provisions Continued

A Non-monetary Defaults: In the event of a violation by any lot owner (other than the non-payment of any assessment or other monies) of any of the provisions of this Declaration, or of the Articles or Bylaws, the Association shall notify the owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the owner fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, the Association may, at its option:

- 1) Commence an action to enforce the performance on the part of the owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief, and/or
- 2) Commence an action to recover damages; and/or
- 3) Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction or any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings commenced against any owner, including reasonable attorneys' fees and costs, shall be assessed against the applicable owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such assessment and any interest, costs, or expenses associated therewith, including attorney's fees incurred in connection with such assessment, and may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the county in which the subject property is located.

B Rights Cumulative All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, Articles or the Bylaws shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

C Enforcement by or Against Other Persons In addition to the foregoing, this Declaration may be enforced by the Association, by any procedure at law, or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce the Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any owner shall have the right to bring action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, but no owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person. The prevailing party in any such enforcement action shall be entitled to recover its reasonable attorneys' fees and costs.

Section 5 Negligence An owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rate occasioned by use, misuse, occupancy, or abandonment of a lot or unit, or the common area.

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

The following Schedule is attached to and Incorporated by Reference in and to that Certain Supplementary Declaration of Covenants and Restrictions, Dated September 27, 1977.

Schedule "A" -"Shelter Lots" The following lots all situated in 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 13N-13NN of the Public Records of Sarasota County, Florida, are designated as "Shelter Lots," to wit:

Block	Lot
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
2622	1 through 12, both inclusive
2623	1 through 36, both inclusive
2627	1 through 17, both inclusive
2628	1 through 9, 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 20, both inclusive
2641	1 through 29, both inclusive
2642	2 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	19 through 36, both inclusive
2647	21 through 37, both inclusive
2650	1 and 2, 26 and 27
2652	1 through 4, both inclusive