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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**AMENDMENTS TO MASTER DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS FOR BARTON FARMS, INC.**

THIS ADDENDUM is made by **BARTON FARMS, INC., a Florida Corporation** (“Declarant”).

Declarant has previously executed and placed on record the Master Declaration of Easements, Covenants and Restrictions for Barton Farms, Inc. (“Declaration”) dated June 1, 1996, and recorded in Official Records of Sarasota County Book 2959, Page 644, et seq. of the Public Records of Sarasota County, Florida, is hereby amended by the recording of this Amendment to the Master Declaration of Easements, Covenants and Restrictions for Barton Farms, Inc.

WHEREAS, pursuant to Section 11.02 of the Declaration permits the Declarant to unilaterally amend the Declaration, without the consent of the Master Association or its members, at any time for so long as the Declarant exercises its rights to appoint a majority of the Directors of the Master Association; and

WHEREAS, the Declarant currently exercises its right to appoint a majority of the Directors of the Master Association and, therefore, possesses the authority to unilaterally amend the Declaration as set forth herein.

WHEREAS, the name of the Master Association is Barton Farms Association, Inc. as originally recorded in the Declaration in the Public Records of Sarasota County, Florida as referenced above. Declarant hereby amends the name of the Master Association to Laurel Lakes Association, Inc.

WHEREAS, there have been numerous amendments to the governing documents and it is in the community’s interest to compile the information in a central location, the Developer shall file within 180 days of this document the amended and restated Master Declaration of Easements, Covenants and Restrictions for Laurel Lakes Association, Inc., amended Bylaws and amended Articles of Incorporation reflecting the change of the Master Association’s name and compiling any and all previous amendments prior to the filing date of same.

NOW, THEREFORE, the Declarant amends the Declaration as follows:

(Deleted language is marked with a ~~strike-through line~~, and new language is marked with a double-underline.)

I. Section 1.14 of the Declaration is hereby amended as follows:

MASTER ASSOCIATION means LAUREL LAKES ASSOCIATION, INC. BARTON FARMS ASSOCIATION, INC.; a Florida corporation not-for-profit.

II. Sections 7.15 through 7.17 of the Declaration are hereby amended as follows:

7.15 RENTAL CAP. OWNERS may rent or lease their DWELLINGS, as long as, the total number of DWELLINGS rented or leased within the SUBJECT PROPERTY does not exceed ten (10%) percent of all DWELLINGS within the SUBJECT PROPERTY.

7.16 USE, RENTALS. LOTS shall be used for single-family residential purposes only. The BOARD will have right to approve or deny a lease or rental agreement. OWNERS may rent or lease DWELLINGS provided that (a) the term of the lease or rental is a minimum of one (1) year; (b) OWNER delivers ten (10) days prior written notice of the lease or rental agreement to the MASTER ASSOCIATION, together with a copy of the written lease or rental agreement; (c) the tenant(s) completes such informational form(s) as may be required by the MASTER ASSOCIATION and OWNER delivers same to the MASTER ASSOCIATION prior to commencement of the tenancy; (d) the agent or OWNER shall conduct a background check on the tenant(s) and occupants of the home and shall provide a copy of the information to the MASTER ASSOCIATION with the rental application; (e) a \$50.00 non-refundable application fee shall be submitted with the rental application prior to approval by the MASTER ASSOCIATION; and (f) the MASTER ASSOCIATION shall have the right to enforce its Rules and Regulations and the restrictions set forth in this MASTER DECLARATION against such tenant(s) and the OWNER, but without any obligation to do so against tenant, such enforcement being the sole responsibility of the Owner.

7.16.01 An OWNER who has leased or rented their DWELLING shall be prohibited from using the common area amenities during such time as the DWELLING is rented or leased.

7.16.02 Tenants are permitted a maximum of four (4) guests. This provision may be waived when a tenant has submitted a request to the BOARD at least forty-eight (48) hours in advance and the BOARD has approved the tenant's requested number of guests.

7.16.03 A tenant's failure to comply with the MASTER DECLARATION, BYLAWS, ARTICLES, Rules or Restrictions may result in the tenant's eviction as deemed necessary by the BOARD and shall be at the OWNER's expense.

7.16.04 The BOARD shall have the authority to promulgate reasonable Rules and Restrictions with regard to leasing and renting, including but not limited to, approvals and denials, subleasing, security deposits, and hardship exemptions.

7.17.15 RULES AND REGULATIONS. Reasonable rules and regulations concerning the maintenance and use of the SUBJECT PROPERTY may be made and amended from time to

time by the MASTER ASSOCIATION, through its BOARD. Copies of such rules and regulations and amendments shall be furnished by the MASTER ASSOCIATION to any OWNER or MEMBER upon request.

~~7.187.16~~ WAIVER. The BOARD shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT or PROPERTY where in the discretion of the BOARD, circumstances exist which justify such waiver or permitted deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed or prohibit or restrict the right of DECLARANT, the MASTER ASSOCIATION, the BOARD, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to all other LOT or PROPERTY, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DECLARANT owns any LOT or PROPERTY, or holds a mortgage encumbering any PROPERTY other than a LOT, if any waiver or deviation of any restriction contained in this Paragraph requires the consent of the MASTER ASSOCIATION, such consent shall be obtained from DECLARANT and not from the MASTER ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

7.197.17 RESPONSIBILITY FOR MAINTENANCE AND COMPLIANCE.

~~7.19.017.17.01~~ OWNERS. The OWNER of any LOT or PROPERTY shall be responsible for complying with all of the provisions of this Section 7.14 with respect to such PROPERTY.

III. Sections 6.03 through 6.04 of the Declaration are hereby amended as follows:

6.03 OWNER TO OBTAIN APPROVAL. Each OWNER by accepting title to any LOT or PROPERTY, and each BUILDER covenant and agree that no DWELLING, building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, antenna, satellite dish, sign, mailbox, flagpole, basketball backboards, hoops or courts, and other recreational or play facilities, or other structure or improvement, or any change or alteration thereto other than normal maintenance and repair which does not significantly alter or change the original structural or exterior condition and color of same, shall be placed, constructed or made upon any PROPERTY, nor shall the elevation of any PROPERTY be changed, nor shall any lake or canal be filled or the boundaries of same altered, unless and until plans and specifications therefor have been submitted to the party then exercising architectural control and the approval of same has been obtained as provided below. An application fee of ~~\$275.00~~ \$25.00, or such other amount as shall be set from time to time by Rule adopted by the New Construction Board, shall be paid by the applicant at the time of submission of the plans and specifications. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. In the event the party exercising architectural control deems such plans and specifications insufficient, said party may require the plans and specifications to be further detailed.

6.04 APPROVAL OF PLANS AND SPECIFICATIONS. The party exercising architectural control shall have the right to approve or disapprove the plans and specifications on any grounds, including exterior aesthetics. The party exercising architectural control shall approve or disapprove any plans or specifications when deemed sufficient under Section 6.03 above within thirty (30) days after they have been submitted for approval, by written notice to the person submitting same, and in the event the party exercising architectural control fails to disapprove any plans or specifications within such thirty (30) day period, they shall be deemed to have been denied, approved, and upon request the party exercising architectural control shall give written notice of such approval. Any approval of plans or specifications which is conditioned upon changes being made shall be deemed a disapproval unit such time as the person submitting the plans and specifications agrees to the changes or revises the plans and specifications to reflect the changes requested. In the event the party exercising architectural control approves, or is deemed to have approved, any plans or specifications, the person submitting the plans and specifications may proceed to make only those improvements or repair in strict conformance with the plans and specifications submitted and approved or deemed to have been approved.

III. Section 7.10.05 of the Declaration is hereby amended as follows:

7.10.05 Towing. Any and all vehicles parked or stored on the SUBJECT PROPERTY which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing, by the MASTER ASSOCIATION, at the expense of the vehicle owner, at any time after a twenty-four (24) hour towing notice is given, or if a prior notice has been given in the past six (6) months, or if a prior violation pursuant to this section has occurred in the past year, has elapsed from notification to the owner of the vehicle of the improper parking. The Board may promulgate reasonable rules and regulations regarding parking and towing in the community.

IV. Section 5.05.05 of the Declaration is hereby amended as follows:

5.05.05 TRANSFER OF PROPERTY AFTER ASSESSMENT. The lien shall not be affected by the sale or transfer of any PROPERTY, and in the event of any such sale or transfer, both the new OWNER and the prior OWNER shall be jointly and severally liable for all ASSESSMENTS, interest, and other costs and expenses owed to the MASTER ASSOCIATION which are attributable to any PROPERTY purchased by or transferred to such new OWNER. However, any OWNER or MEMBER, upon demand, shall be entitled to receive from the MASTER ASSOCIATION a statement as to any then unpaid ASSESSMENTS, interest, or other costs or expenses owed to the MASTER ASSOCIATION by such OWNER or MEMBER and any purchaser or transferee of any PROPERTY shall have the right to rely on such statement. Any sale or transfer of any PROPERTY shall require the subsequent purchaser of such PROPERTY to pay a one-time assessment to the MASTER ASSOCIATION at the time of transfer of title in the amount of \$150.00.

V. Sections 8.01.05 of the Declaration is hereby amended as follows:

~~8.01.05 Levy a fine in accordance with the Florida Statutes, provided that any fine for a single violation shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00). Levy a fine in accordance with the following procedures:~~

~~The BOARD shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause to assert that an OWNER or other person is violating, or has violated any of the provisions of the MASTER DECLARATION, ARTICLES, BYLAWS, or the Rules and Regulations of the MASTER ASSOCIATION. In the event the Covenants Enforcement Committee determines that such probable cause exists, it shall report to the BOARD.~~

~~—The Board shall thereupon provide written notice to the person alleged to be in violation, and the OWNER of the PROPERTY within which that person occupies, or to which that person is a guest, if that person is not the OWNER, of the specific nature of the alleged violation, including a statement setting forth the provisions of the documents allegedly violated and a short and plain statement of the matters asserted by the MASTER ASSOCIATION, and advising of an opportunity for a hearing before the BOARD upon a written request delivered to the BOARD or designated agent within fourteen (14) days of the date of the notice of the violation or violations. The BOARD notice shall state the date, time and place of the hearing to be held if the hearing is requested. The BOARD notice shall so specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which the violation continues, shall be deemed a separate offense, subject to a separate fine, not to exceed One Hundred and No/100 Dollars (\$100.00) per violation, provided that the total amount of fines shall not exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), exclusive of interest, costs, and attorneys' fees. The BOARD notice shall further specify, and it is hereby provided for an alternative procedure available only for first time violations and not for recurring violations, that in lieu of requesting a hearing, the alleged violator or OWNER may respond in writing to the notice, within fourteen (14) days of its date, acknowledging that the violation or violations occurred as alleged and promising that the violation or violations will henceforth cease and will not recur. Such acknowledgment and promise and performance in accordance therewith, shall terminate further enforcement activity by the MASTER ASSOCIATION with regard to the violation and no fines shall be levied. Notwithstanding anything above to the contrary, upon a subsequent recurrence of the same violation, the MASTER ASSOCIATION may levy a fine for the prior first violation.~~

~~If a hearing is timely requested, the BOARD shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the violator, and OWNER if other than the violator, including written and oral argument on all issues involved and shall hear witnesses that the alleged violator, the OWNER, or the Covenants Enforcement Committee, or its agents may produce. Any party at the hearing may be requested by counsel.~~

~~Subsequent to the hearing, or if no hearing is timely requested and if no acknowledgment and promise are timely and properly made, the BOARD shall determine~~

~~whether there is sufficient evidence of a violation or violations as provided herein. If the BOARD determines that there is sufficient evidence to support a finding that a violation or violations occurred, it shall send a written notification to the violator and the OWNER if other than the violator, announcing its finding that a violation or violations occurred and notifying the violator, and OWNER if other than the violator, that fines will be assessed and levied as provided herein. No further notice or hearing shall be necessary to enable the BOARD to levy fines for an uncorrected violation, or violations, or for recurring or continuing violations substantially similar to violations for which a hearing opportunity was previously provided.~~

~~A fine pursuant to this section shall be assessed against the LOT or PROPERTY which the violator occupied or was visiting at the time of the violation, whether or not the violator is an OWNER of that LOT or PROPERTY, and shall be promptly paid by the OWNER to the MASTER ASSOCIATION incident to the levy or collection of the fine, including appellate proceeding.~~

~~Nothing herein shall be construed as a prohibition of or a limitation on the right of the BOARD to pursue other means to enforce the provisions of the various documents including, but not limited to, legal action for damages or injunctive relief. In the event such other means are pursued, the MASTER ASSOCIATION shall not be required to comply with the procedures and provisions of this paragraph.~~

VI. Sections 8.02 through 8.05 of the Declaration are hereby amended as follows:

8.02 Any fines levied by the MASTER ASSOCIATION pursuant to 8.01.05 shall constitute a debt owed by the OWNER to the MASTER ASSOCIATION, due upon demand therefor, and shall constitute a lien in favor of the MASTER ASSOCIATION against the LOT, which lien shall be effective upon the recording of a claim of lien against the LOT in the public records of Sarasota County, Florida. Such lien shall not be considered a lien to secure assessments, but shall be considered a voluntary lien authorized by the OWNER against the LOT. The debt shall accrue interest at the highest rate allowed by law until paid, and the lien shall secure payment of the debt, along with the interest and the cost of collection, including reasonable attorneys' fees incurred by the MASTER ASSOCIATION at all trial and appellate levels. The MASTER ASSOCIATION may foreclose the lien in the same manner as the foreclosure of its lien for assessments or at its option, may sue for damages without waiving its lien.

8.038.02 NO WAIVER. The failure of the MASTER ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this MASTER DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the MASTER ASSOCIATION to enforce such right, provision, covenant or condition in the future.

8.048.03 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the MASTER ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this MASTER DECLARATION, the 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 MASTER ASSOCIATION thus exercising the same from

executing such additional remedies, rights or privileges as may be granted or as it may have by law.

8.058.04 ENFORCEMENT BY OR AGAINST OTHER PERSONS. In addition to the foregoing, this MASTER DECLARATION, ARTICLES, BYLAWS, or Rules or Regulations may be enforced by DECLARANT, or the MASTER 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 prevailing party in any litigation shall be entitled to reimbursement for the expense of any litigation to enforce this MASTER DECLARATION, ARTICLES, BYLAWS, or Rules or Regulations adopted by the BOARD. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this MASTER DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein (but no OWNER shall be entitled to levy a fine or enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person) and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

VII. Section 3.09 of the Declaration is hereby amended as follows:

3.09 MAINTENANCE OF COMMON PROPERTY AND OTHER PROPERTY. The MASTER ASSOCIATION shall maintain, repair, and improve all COMMON PROPERTY. In addition, the MASTER ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION if the BOARD in its sole and absolute discretion determines that the operation and/or maintenance of the PROPERTY by the MASTER ASSOCIATION would be in the best interest of the OWNERS of the SUBJECT PROPERTY. In such event, the MASTER ASSOCIATION shall so notify the owner thereof otherwise responsible for such operation or maintenance, and thereafter the PROPERTY shall be operated and/or maintained by the MASTER ASSOCIATION and not by the owner thereof, until the BOARD determines no longer to assume the obligation to operate and/or maintain the PROPERTY and so notifies the appropriate owner thereof in writing. Without limitation, the MASTER ASSOCIATION shall have the right to assume the obligation to operation and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any landscaping, sprinkler systems, stormwater management systems, sidewalks, paths, or other improvements, in or within fifteen (15) feet of any road right-of-ways or lakes within the SUBJECT PROPERTY. While the OWNERS shall own and maintain the sidewalks, the MASTER ASSOCIATION shall pressure wash the sidewalks one (1) time per year. To the extent the MASTER ASSOCIATION assume the obligation to operate and/or maintain any PROPERTY which is not owned by the MASTER ASSOCIATION, the MASTER ASSOCIATION shall have the right to enter upon such PROPERTY in connection with the operation and/or maintenance of same, and no such entry shall be deemed a trespass. No portion of any private streets or stormwater management system shall be altered without authorization of the Sarasota County Engineer or his designee.

3.09.01 ABANDONED PROPERTY. In addition to the MASTER ASSOCIATION's right of access any PROPERTY as provided in section 3.09, the MASTER ASSOCIATION, at the sole discretion of the BOARD, may enter an abandoned PROPERTY to inspect the PROPERTY and adjoining COMMON PROPERTY; make repairs to the PROPERTY or to the COMMON PROPERTY serving the PROPERTY, as needed; repair the PROPERTY if mold or deterioration is present; turn on the utilities for the PROPERTY; or otherwise maintain, preserve, or protect the PROPERTY and adjoining COMMON PROPERTY. For purposes of this section, a PROPERTY is presumed to be abandoned if: (a) the PROPERTY is the subject of a foreclosure action and no tenant appears to have resided in the PROPERTY for at least 4 continuous weeks without prior written notice to the association; or (b) no tenant appears to have resided in the PROPERTY for 2 consecutive months without prior written notice to the MASTER ASSOCIATION, and the MASTER ASSOCIATION is unable to contact the OWNER or determine the whereabouts of the OWNER after reasonable inquiry. The MASTER ASSOCIATION shall provide two (2) days written notice to the OWNER of the MASTER ASSOCIATION's intent to enter the PROPERTY. Notice shall be provided by mailed or hand-delivered to the OWNER at the address reflected in the records of the MASTER ASSOCIATION. Any expense incurred by the MASTER ASSOCIATION pursuant to this section shall be chargeable to the OWNER and enforceable as an assessment. In addition, the MASTER ASSOCIATION may use its lie nauthority pursuant to section 5.05.02 to enforce collection of the expense.

IV. Section 6.07 of the Declaration is hereby amended as follows:

6.07 CONSTRUCTION OF DWELLING ON UNIMPROVED LOTS. Only BUILDERS approved by DECLARANT shall be authorized to construct DWELLINGS on LOTS. This provision is inserted in an attempt to ensure that financially secure BUILDERS capable of constructing quality DWELLINGS are used in Barton Farms. All DWELLINGS constructed by BUILDERS must comply with the Barton Farms Approved Builder Program Agreement, and the Development Standards and Architectural Criteria referenced in Section 6.01 hereof. A list of the approved BUILDERS is available from DECLARANT and may be changed from time to time by DECLARANT, in its sole discretion. Any plan(s) previously approved by DECLARANT for Lennar Homes LLC or other BUILDERS shall remained approved. Without limiting the generality of the foregoing, construction of a DWELLING must commence within fifteen months from the purchase of a LOT by any PERSON other than the BUILDER. For purposes hereof, "commencement of construction shall mean the installation of footers and/or a foundation and a slab for the DWELLING, all in accordance with the proper permit issued by Sarasota County, and other governmental authority. After the commencement of construction, OWNER shall diligently and timely pursue completion of the DWELLING, and the issuance of a certificate of occupancy from Sarasota County. The fifteen month time period referenced herein shall not be extended by any subsequent sale or transfer of the LOf, and shall be binding upon the initial owner of the LOT, and any successors and assigns. Failure to commence construction within the fifteen month time frame, and/or timely complete construction thereafter, shall be an event triggering the right of repurchase vest in DECLARANT pursuant to Paragraph 9.16 of this Master Declaration.

IN WITNESS WHEREOF, Declarant has executed this document this 18TH day of AUGUST, 2015.

DECLARANT:

**BARTON FARMS, INC.
A FLORIDA CORPORATION**

[Signature]
Rex S. Horton, President

ASSOCIATION:

**BARTON FARMS ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION**

[Signature]
Rex S. Horton, President

[Signature]
Witness Signature

BRENDA L. PERRON
Printed Name

[Signature]
Witness Signature

KEVIN PAGE
Printed Name

STATE OF FLORIDA

COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT was acknowledged before me this 18TH day of AUG., 2015, by Rex S. Horton, President of Barton Farms, Inc., a Florida Corporation, and Barton Farms Association, Inc., who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

My Commission Expires:

