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PROPOSED AMENDED AND RESTATED

**DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS OF LAUREL LAKES
(PREVIOUSLY KNOWN AS BARTON FARMS)**

[Substantial Rewording of Declaration of Easements, Covenants and Restrictions. See existing Declaration of Easements, Covenants and Restrictions for present text.]

This Declaration of Easements, Covenants and Restrictions shall govern the community in Sarasota County known as Laurel Lakes, previously known as Barton Farms (herein, “the Subdivision”).

WHEREAS, the Subdivision consists of certain property located in Sarasota County, Florida, as more particularly described in Exhibit “A” attached hereto, which has been developed to contain three hundred twenty-one (321) Lots, with one Lot being a double Lot and not approved for any future development; and

WHEREAS, Laurel Lakes Association, Inc. (herein “the Association”) desires to provide for the preservation of the values and amenities of Laurel Lakes, and the maintenance of its Common Properties; and

WHEREAS, the Association has incorporated under the laws of the State of Florida, as a not-for-profit corporation; and

WHEREAS, the Association deems it desirable for the efficient preservation of the values and amenities to have the powers of maintaining and administering the Common Properties, and administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

NOW THEREFORE, the Association declares that the Subdivision shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth herein, all of which are created in the best interest of the Owners and residents of the Subdivision, and which shall run with the land and be binding upon all Owners having and/or acquiring any interest, right, or title in the

Subdivision, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Subdivision, or any portion thereof.

ARTICLE I. DEFINITIONS

For all purposes, the terms used in this Declaration of Easements, Covenants and Restrictions (herein “the Declaration”), the Articles of Incorporation of the Association and Association Bylaws (herein collectively “the Governing Documents”), shall have the meanings stated in the Florida Homeowners’ Association Act (Chapter 720 of the Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Owner.

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

1.01. “Articles of Incorporation or “Articles” mean the Articles of Incorporation of Laurel Lakes Association, Inc., as the same may be amended from time to time.

1.02. “Assessment” means the amount of money which may be assessed against a Member for the payment of Member’s share of Common Expenses, and/or any other funds which Member may be required to pay to the Association as provided by this Declaration, the Articles, or the Bylaws.

1.03. “Board” means the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association

1.04. “Builder” means a builder approved by the Association and therefore authorized to construct Dwellings on Lots.

1.05. “Bylaws” mean the Bylaws of the Association, as the same may be amended from time to time.

1.06. “Common Property” or “Properties” means any property, whether improved or unimproved, or any interest therein, now or hereafter owned by the Association for the benefit, use and enjoyment of the Members of the Association, or any other property which is declared to be a Common Property by this Declaration or an amendment or supplement hereof, or by a plat or replat for any portion of the Subdivision. Common Properties may include, but are not limited to parks, open areas, lakes, detention areas, recreation areas, together with side yard and/or rear yard access

easements depicted within record subdivision plats, pool facilities, a clubhouse, tennis courts, median strips, entrance ways, roads, walls, parking areas, landscaped buffers, and waterscaping.

1.07. “Common Expenses” mean all expenses of any kind or nature whatsoever properly incurred by the Association, including, but not limited to, the following:

a) Expenses incurred in connection with any Common Property, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.

b) Expenses of obtaining, operating, insuring, repairing, maintaining, altering or replacing personal property in connection with any Common Property, or in connection with the performance of the Association’s duties.

c) Expenses incurred in connection with operating, maintaining, repairing and improving landscaping, sprinkler systems, storm water management systems, littoral zone systems, structures and other improvements in, under or upon any Common Property for which the obligation to maintain, repair and improve has been designated to and accepted by the Board from time to time.

d) Expenses incurred in connection with the administration, operation and management of the Association.

e) Expenses declared to be Common Expenses by the provisions of this Declaration and/or by the Articles or Bylaws.

f) Any expense of prosecuting or defending any action for or against the Association, including attorneys’ fees.

(g) Expenses incurred and deemed necessary under a State of Emergency to maintain the operations and management of the Association.

1.08. “Common Surplus” means the excess of all receipts of the Association over the amount of the Common Expenses.

1.09. “Dwelling” means any single family home constructed on a Lot.

1.10. “Institutional Lender” means any company or entity holding a mortgage encumbering any Lot, which in the ordinary course of business makes, purchases, guarantees, or insures real estate mortgage loans, and which company or entity is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include a bank, savings and loan association, insurance company, real estate or a mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, an agency of the

United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

1.11. "Lot" shall mean and refer to each numbered portion of land shown upon Exhibit "A" which has been designated to contain a Dwelling.

1.12. "Member" shall mean and refer to all those persons or entities who hold record title to a Lot.

1.13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, and notwithstanding any applicable legal theory, shall not mean or refer to the mortgagee of a Lot unless and until such mortgagee has acquired fee simple title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

1.14. "Person" means an individual, partnership, trust, syndicate, association, corporation or any other legal entity.

1.15. "Recreational Facilities" means the Clubhouse, comprising therein administrative offices, exercise room, separate men's and women's bathrooms with showers, limited kitchen and pantry, storage rooms, the swimming pool facility, two (2) tennis courts, and such other improvements and structures, if any, hereafter constructed within any Common Property.

ARTICLE II. GENERAL CONDITIONS

2.01. The Association. In order to provide for the administration of the Subdivision, the Association has been organized under the laws of the State of Florida.

2.02. Articles Of Incorporation. A copy of the Articles is attached hereto as Exhibit "B". No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict the amendment of the Articles except as expressly provided herein.

2.03. Bylaws. A copy of the Bylaws is attached hereto as Exhibit "C". No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict the amendment of the Bylaws except as expressly provided herein.

2.04. Powers Of The Association. The Association shall have the powers indicated or incidental to those contained in its Articles and Bylaws. In addition, the Association shall have the power to enforce this Declaration and shall have all powers granted to it by this Declaration.

2.05. Approval Or Disapproval Of Matters. Whenever the decision of a Member or Owner is required upon any matter, whether or not the subject of an Association meeting, such decision

shall be expressed in accordance with the Articles and Bylaws, except as otherwise provided herein.

2.06. Acts Of The Association. Unless the approval or action of the Members, and/or a certain specific percentage of the Board, is specifically required in this Declaration, the Articles or Bylaws, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Members, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be taken or given without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.07. Membership.

a) **Mandatory Membership; Governmental Authority.** Each Owner of a Lot shall be a Member of the Association. Notwithstanding the foregoing, no governmental authority or utility company shall be deemed a Member unless one or more Dwellings exist upon the Lot owned by such governmental authority or utility company, in which event the governmental authority or utility company will be a Member only with respect to the Lot owned in conjunction with such Dwelling.

b) **Members' voting rights and election of directors.** The votes of the Members and election of Directors shall be established and exercised as provided in the Articles and Bylaws.

c) **Current list of lot owners.** Upon written request to the Association or the Association's designated and authorized Property Management Company, any Member shall be provided by the Association with the names and addresses of all of the Owners which are Members.

ARTICLE III. PROPERTY

3.01. Existing Property. The existing real property which is subject to this Declaration is: Barton Farms, Unit 1; Barton Farms, Unit 2; Barton Farms, Unit 3; Barton Farms, Unit 4A; and Barton Farms, Unit 4B; the plats for which are attached hereto as Exhibit "A."

3.02. Annexation. Subject to the consent of the owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of the votes of Members. The annexation of land under this Article shall be accomplished by the recordation in the Public Records of Sarasota County, Florida, of a Declaration amendment describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

3.03. Use And Benefit. All Common Property shall be held by the Association for the use and benefit of the Association and its Members, and residents of the Subdivision, and their respective guests and invitees, and any other persons authorized to use the Common Property, or any portion thereof, by the Association, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration.

3.04. User Fees For Recreational Facilities. The Board shall have the right, in its sole discretion, to impose user fees which each Owner and resident of the Subdivision will be required to pay to be entitled to use Recreational Facilities within the Common Property. Furthermore, the Board shall have the right, in its sole discretion, to impose an additional user fee which each guest or invitee of an Owner or resident of the Subdivision will be required to pay to use such Recreational Facilities.

The foregoing provision shall not be authority for the Association to impose user fees for the ordinary and regular use of the Common Property, including the Recreational Facilities, by Owners or Members. Instead, the foregoing provisions are intended to permit the Association to charge a user fee for special events that are being held at the Recreational Facilities constituting part of the Common Property, and also to permit the Association to regulate the use of the facilities by Owners, and others, for private functions, including the ability to charge appropriate security deposits, user fees, and otherwise regulate the use of the facilities so that they are available to serve the diverse individual needs of the Owners and Members, while preserving their general availability to all persons for the primary use for which they were intended.

3.05. Lakes And Canals. All lakes and canals within the Subdivision, except for any portion of any lake or canal which is owned by any governmental authority, shall be Common Property. No Owner shall draw water out of any lake or canal existing within the Subdivision for irrigation purposes, or otherwise.

3.06. Property Damage Or Destruction. In the event any improvement within any Common Property is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the Members. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a special assessment for any such expense.

3.07. Mortgage And Sale Of Common Property. The Association shall not abandon, partition, subdivide, encumber, sell, mortgage or transfer any Common Property owned by the Association without the approval of at least two-thirds (2/3) of the Members. If ingress or egress to any Lot is through any Common Property, any conveyance or encumbrance of such Common

Property shall be subject to an appurtenant easement for ingress and egress in favor of the Owner(s) of such Lot, unless alternative ingress and egress is provided to the Owner(s).

3.08. Grant And Modification Of Easements. The Association, through its Board, shall have the right to grant, modify, assign or terminate nonexclusive or exclusive easements over, under, upon, and/or across any Common Property owned by the Association, and shall have the further right to modify, relocate, assign or terminate existing easements in favor of the Association.

ARTICLE IV. EASEMENTS

4.01. Owners' Easements. Each Owner, his or her immediate family, and each tenant, agent and invitee of such Owner, shall have a permanent and perpetual easement for the use and enjoyment of all Common Property in common with all other such Members, their immediate family members, their tenants, agents and invitees.

The rights of use and enjoyment are hereby made subject to the following:

- a) The lien rights in favor of the Association as provided herein.
- b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Property in compliance with the provisions of this Declaration and with the restrictions imposed by governmental authority.
- c) The right of the Association to suspend the voting rights and right to use the Common Property and facilities, of an Owner and his or her designees for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of this Declaration or duly adopted Rules and Regulations.
- d) The right of the Association to charge reasonable user and other fees for the use of the Common Property, as provided elsewhere herein.
- e) The right of the Association through its Board, to adopt at any time, and from time to time, and enforce Rules and Regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members who are in violation of these Rules and Regulations up to the maximum amount permitted by law as provided herein, as well as apply other reasonable sanctions permitted by law, including but not limited to suspension of a member, tenant, guest, or invitee's right to use common areas and facilities for a reasonable amount of time.
- f) The right of the Association, by a two-thirds (2/3) affirmative vote of the entire membership, to dedicate portions of the Common Property to Sarasota County or other public or quasi-public agency under such terms as the Association deems appropriate, provided the County or public or quasi-public agency is willing to accept and maintain same.

g) The rights granted hereby to Owners to use and enjoy the recreational facilities constituting part of the Common Property are automatically suspended if the Dwelling located on the Owner's Lot has been rented or is otherwise occupied in the absence of Owner. In which event, the tenant and/or occupants shall have the use rights provided in this Declaration.

h) Any rights reserved herein in favor of the Association.

i) No Owner may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiving his or her right to use or enjoy any of the Common Property or by abandoning his or her Lot.

4.02. Easements Appurtenant. The easements provided in Section 4.01 shall be appurtenant to and shall pass with the title to each Lot.

4.03. Easement For Governmental Health, Sanitation, And Emergency Services. A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

4.04. Reservation Of Easements. The Association has a perpetual alienable and releasable nonexclusive easement, right and privilege (a) on, over and under the right-of-way of any of said private roads, sidewalks and pathways in Laurel Lakes for ingress and egress and to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches and swales, underdrains, and other suitable equipment and appurtenances for these purposes, or for other equipment and appurtenances pertaining to the installation, maintenance, transmission and use of electricity, telephone, television signal transmission, gas, street lighting, water, and any other utilities or conveniences to be placed on, in, over and under the right of way of said roads and sidewalks and pathways; (b) on, over and under any Lot or property lying between any private road and any lake, pond, canal or ditch serving as part of Laurel Lakes' drainage system for pedestrian and vehicular ingress and egress to such lake, pond, canal or ditch and for the erection, construction, maintenance and use of drainage lines, pipes, ditches, swales, and other drainage devices; and (c) on, over and under all Lots or property lying from the water's edge to within fifteen (15) feet beyond the top of the bank of all lakes and ponds serving as part of Laurel Lakes' drainage system for access to and maintenance of all portions of such lakes and ponds and for installation and maintenance of drainage control devices and apparatus; and (d) on, over and under all Lots or property adjacent to the Association perimeter wall, which area includes a four (4) foot maintenance easement on the interior of the perimeter to allow for wall repairs, painting, or the repair of community irrigation lines.

ARTICLE V. ASSESSMENTS FOR COMMON EXPENSES

5.01. Responsibility. Each Member shall be responsible for the payment of Assessments for Common Expenses to the Association as hereinafter provided.

5.02. Determination of Assessments for Common Expenses. Not less than sixty (60) days prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. In determining the budget for any fiscal year, the Board may take into account Common Property, and additions to the Subdivision anticipated to be added during the fiscal year. The Board shall then establish the Assessment for Common Expenses, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Lots and Properties within the Subdivision. The Association shall then promptly notify all Members, in writing, of the amount, frequency, and due dates of the Assessment for Common Expenses per Lot. From time to time during the fiscal year, the Board may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board may, upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments for Common Expenses.

5.03. Special Assessments. If the expenditure of funds is required by the Association in addition to funds produced by the regular Assessment levied annually for Common Expenses, the Board may make special Assessments for Common Expenses, which shall be levied in the same manner hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment for Common Expenses.

5.04. Payments. Assessments are currently an annual payment for the entire year and are due at the beginning of the year on January 1st. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification of such Assessment for Common Expenses.

On or before the date each Assessment for Common Expenses is due each Member shall be required to and shall pay to the Association an amount equal to the Assessment for Common Expenses per Lot, multiplied by the number of Lots within the property then owned by and/or under the jurisdiction of such Member.

5.05. Assessment Roll. The Association shall maintain an assessment roll for each Member, designating the name and current mailing address of the Member, the amount of each assessment payable by such Member, the dates and amounts in which the Assessments come due, the amount paid upon the account of the Member, and the balance due.

5.06. Monetary Defaults and Collection of Assessments.

a) Interest and Late Fee. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is first due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, such Owner shall pay to the Association interest at the highest rate permitted by law, on the amount owed to the Association from the date first due. The Association shall also charge a late fee in an amount which does not exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the past due sums if the Assessment is not paid within ten (10) days after same is first due.

b) Acceleration of Assessment. In addition, if any Owner is in default in the payment of any Assessment or of any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association in advance Assessments for Common Expenses through the end of the fiscal year, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments for Common Expenses, and/or all other Assessments and monies payable to the Association. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

c) Collection. In the event any Owner fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies. The Owner shall be liable to the Association for all attorneys' fees, costs and expenses incurred by the Association incident to the collection of any Assessments or other monies owed to it, and the enforcement and/or foreclosure of any lien for the same, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrances in order to preserve and protect the Association's lien. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to interest, late fees, costs, and attorneys' fees incurred incident to the collection of delinquent Assessments, and then to the Assessment payment first due.

d) Lien for Assessments and Monies Owed to Association. The Association shall have a lien on the Lot of any Owner, for any unpaid Assessments (including Special Assessments or any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees and court costs incurred by the Association incident to the collection of the Assessments and other monies, and for the filing or foreclosure of a claim of lien, and for all sums advanced and paid by the Association for

taxes, maintenance and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. The lien is effective from and after the recording of a claim of lien in the Public Records of Sarasota County stating the description of the property, the name of the Owner, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Association.

e) Release of Lien. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien, in recordable form.

f) Transfer of Property. The Association's claim of lien shall not be affected by the sale or transfer of any Lot. In the event of a sale or transfer of the Lot, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, late fees, attorneys' fees and all other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner. Any sale or transfer of any Lot shall require the purchaser of such Lot to pay a one-time assessment to the Association at the time of transfer of title in the amount of \$150.00, in addition to other amounts owed. The Association has the right, at any time, to increase this transfer fee upon a majority vote of the Board.

g) Subordination of the Lien to Mortgages. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any mortgage in favor of an Institutional Lender recorded prior to the recording of a claim of lien by the Association. The sale or transfer of any Lot or property which is subject to such a mortgage of an Institutional Lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest, expenses or other monies owed to the Association which became due prior to such sale or transfer, unless a claim of lien for same was recorded prior to the recording of the mortgage, and neither the Institutional Lender, nor any purchaser at a foreclosure sale, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer. If the Association's lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the Association by any Owner or Member is extinguished as aforesaid, such sums shall thereafter be Common Expenses, collectible from all Owners or Members including such acquirer, and its successors and assigns.

h) Certificate as to Unpaid Assessments or Default. Upon request by any Owner or by any institutional lender holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether or not such Owner is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration.

5.07. Specific Damage. Owners (or their family members, tenants, guests, or invitees) causing damage to any portion of the Common Property, including without limitation, the surface water management system as provided in Article X hereof, as a result of misuse, negligence, failure

to maintain or otherwise shall be directly liable to the Association and a special Assessment may be levied therefor against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including but not limited to, the lien and foreclosure procedures.

ARTICLE VI. INSURANCE

The Association shall purchase insurance as a Common Expense, as follows:

6.01. Hazard Insurance. Hazard insurance protecting against loss or damage by fire and of other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement covering 100% of the current replacement cost of all Common Property, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the Members.

6.02. Comprehensive General Liability. Comprehensive General Liability Insurance protecting the Association from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000.00 for any single occurrence.

6.03. Blanket Fidelity Bonds. Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association, or any managing agent.

6.04. Such other insurance as may be desired by the Association, including without limitation flood insurance, errors and omissions insurance, worker's compensation insurance, or any other insurance.

6.05. All insurance purchased by the Association must include a provision requiring at least ten (10) days' written notice to the Association before the insurance can be canceled or the coverage reduced for any reason.

6.06. Any deductible or exclusion under the policies shall be a Common Expense and shall not exceed \$2,500.00 or such other sum as is approved by the Board based on then-existing insurance requirements.

6.07. Upon written request, each Institutional Lender shall have the right to receive a copy or certificate of the insurance purchased by the Association.

ARTICLE VII. REPAIR AND MAINTENANCE; ALTERATIONS

7.01. Maintenance of Common Property and Other Property. The Association shall maintain, repair, and improve all Common Property. In addition, the Association shall have the right to assume the obligation to operate and/or maintain any Lot or property which is not owned by the Association if the Board, in its sole and absolute discretion, determines that the operation and/or maintenance of the Lot or property by the Association would be in the best interests of the Owners of the Subdivision. In such event, the Association shall so notify the owner thereof otherwise responsible for such operation or maintenance, and thereafter the Lot or property shall be operated and/or maintained by the Association and not by the owner thereof, until the Board determines no longer to assume the obligation to operate and/or maintain the Lot or property and so notifies the appropriate owner thereof in writing. Without limitation, the Association shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the Subdivision. Sidewalks shall be maintained by the Association. Notwithstanding the foregoing, Owners will be responsible to keep the sidewalks clear from debris, hazardous materials, mildew and slime that may cause injuries to those who walk on them. To the extent the Association assumes the obligation to operate and/or maintain any Lot or property which is not owned by the Association, the Association shall have the right to enter upon such Lot or 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 or her designee.

7.02. Abandoned Property. In addition to the Association's right of access to any Lot or property as provided in Section 7.01, the Association, at the sole discretion of the Board, may enter an abandoned Lot or property to inspect the Lot or property and adjoining Common Property; make repairs to the Lot or property or to the Common Property serving the Lot or property, as needed; repair the Lot or property if mold or deterioration is present; turn on the utilities for the Lot or property; or otherwise maintain, preserve, or protect the Lot or property and adjoining Common Property. For purposes of this section, a Lot or property is presumed to be abandoned if: (a) the Lot or property is the subject of a foreclosure action and no tenant appears to have resided in the Lot or property for at least four (4) continuous weeks without prior written notice to the association; or (b) no tenant appears to have resided in the Lot or property for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the Owner or determine the whereabouts of the Owner after reasonable inquiry. The Association shall provide two (2) days written notice to the Owner of the Association's intent to enter the Lot or property. Notice shall be provided by mailed or hand-delivered to the Owner at the address reflected in the records of the Association. Any expense incurred by the Association pursuant to this section shall be chargeable to the Owner and enforceable as an assessment. In addition, the Association may use its lien authority pursuant to Article V to enforce collection of the expense.

7.03. Limitations. No Owner shall maintain, repair and/or improve any property for which the Association has the responsibility and duty for maintenance without the prior written consent of the Association.

7.04. Owner Responsibilities. Except for portions of any Lot or property to be maintained by the Association as elsewhere provided, all buildings and other improvements existing under, upon or over any Lot or property from time to time shall at all times be maintained by the Owner thereof in accordance with all applicable governmental requirements, and in a first-class condition and in good working order, so as to preserve the beauty, quality and value of all of the Subdivision. Without limiting the foregoing, the following standards shall apply with respect to the maintenance of any Lot or property:

a) **Buildings And Other Structures And/Or Improvements.** All buildings and other structures and/or improvements shall be maintained in first class condition, especially as to the exterior appearance. Painting or other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building, structure or improvement. Architectural requests are required before doing exterior work and need Board approval. Owners shall review architectural standards and control documents before doing work (see Article VIII for more information).

b) **Sidewalks, Roads, Lampposts, Mailboxes, and Parking Areas.** While the Association is required to maintain all sidewalks, roads, lampposts, mailboxes and parking areas, any paved or hard surfaced areas intended for use by vehicular or pedestrian traffic shall be kept free of debris by the Owner; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary by the Association. Owners are responsible to notify the Association or Property Management Company of sidewalk damages that may need repairs or cause personal injury.

c) **Landscaping.** All landscaping shall be subject to architectural control as elsewhere provided in this Declaration. Xeriscaping areas should be encouraged for purposes of water conservation. All diseased or dead sod, plants, trees, shrubs or flowers shall be promptly replaced. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and weed, insect and disease control by Owner from edge of the road curb to the rear yard wall, inclusive of Common Property area, or to the water's edge of any lake or other adjoining water body.

d) **Trees.** No tree or shrub, the trunk of which exceeds two (2) feet in diameter, measured one foot above grade, shall be cut down or otherwise destroyed without the prior written consent of the party exercising architectural control. The Association follows the Florida Statutes concerning the determination of the pruning and cutting down of any hardwood tree, especially Oak trees. Oak tree removal requires a letter from a Florida Licensed Arborist or a Florida Licensed Landscape Architect with the submittal of the ARC Request. In addition, the tree stump and roots

must be ground below the surface to allow for the planting of sod and to bring the lawn back to pristine condition.

e) Utility Lines And Service. All Utility lines and services shall be maintained in good working condition.

f) Responsibility For Maintenance And Compliance. The Owner of any Lot or property shall be responsible for complying with all of the provisions of this Section 7.04 with respect to such Lot or property.

7.05. Additions, Alterations Or Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Property, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that if the cost of any additions, alterations, improvements or personal property shall in any calendar year exceed in the aggregate the sum of Two Hundred And No/100 Dollars (\$200.00) per Lot times the total of Lots platted within the Subdivision, then such additions, alterations or improvements shall not be made without the approval of a majority of the Members, expressed in writing or by vote at a duly convened membership meeting. The cost and expense of any such additions, alterations or improvements to the Common Property shall be a Common Expense. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, preventative maintenance, repair or replacement of Common Property, or any existing improvements or personal property associated therewith.

ARTICLE VIII. ARCHITECTURAL CONTROL

8.01. Purpose. Architectural control will be exercised over all buildings, structures and improvements to be placed or constructed in the Subdivision for the purpose of insuring the development of the Subdivision as a residential community of high standards and aesthetic beauty. It is the intent of this Paragraph that the party exercising architectural control shall have the right to control all architectural aspects of any improvements constructed on any Lot including, but not limited to, height, site planning, set-back requirements, open space, exterior design, color schemes, landscaping, waterscaping, and aesthetic criteria, to the end that the entire Subdivision may be developed as a planned high-quality residential community with each portion of the Subdivision complementing the other portions. The Development Standards and Architectural Criteria may be amended, revised, deleted or expanded by the Board of Directors from time to time. Amendments or revisions of the standards and criteria become effective upon approval of the Board at a duly noticed board meeting, and it is not necessary for such revisions to be recorded in the Public Records to be effective. A current copy of the Development Standards and Architectural criteria shall be available from the Association.

8.02. Party Exercising Architectural Control. Architectural control shall be exercised by a committee of the Association or the Board.

8.03. 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 Lot or property, nor shall the elevation of any Lot or 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 with required plans, specifications, and other information must be signed by the Owner and submitted by the Owner and may require an application fee at the time of submission, which fee may be set from time to time by Board-adopted rule. The application will go through a review process. Pending this review process, an application fee may be modified or changed by the authority of the Board of Directors and/or the relevant committee when dealing with applicable laws, zones, permits, setbacks, easements, etc. The Board of Directors shall have the authority from time to time to modify or charge a fee in excess of twenty-five dollars (\$25) for lot improvements, but not to exceed five hundred dollars (\$500.00) for any review of the request, relevant documentation, and plans to complete the review and approval process.

8.04. 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 8.03 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. Any approval of plans or specifications which is conditioned upon changes being made shall be deemed a disapproval until 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 repairs in strict conformance with the plans and specifications submitted and approved or deemed to have been approved.

8.05. Remedy For Violations. In the event this Article VIII. is violated in that any construction, improvement, change, or alteration is made without first obtaining the written approval of the party exercising architectural control, or is made prior to the time approval is presumed as set forth herein, the party exercising architectural control shall have the right to injunctive relief; which shall include, but not be limited to, requiring the applicable Owner to stop, remove, restore and/or alter any such construction, improvement, change or alteration in a manner which is satisfactory to the party exercising architectural control, or the party exercising architectural control may pursue any other remedy available by law or equity. The party exercising

architectural control must commence any such action within one (1) year of the date of the violation or first knowledge of such violation occurrence, whichever last occurs. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration. Furthermore, notwithstanding anything contained herein to the contrary, the party exercising architectural control shall have the exclusive authority to enforce the provisions of this Article, unless assigned or delegated, in writing, as elsewhere permitted.

8.06. No Liability. Notwithstanding anything contained herein to the contrary, the party having the authority herein to exercise architectural control shall merely have the right, but not the duty, to exercise such control, and shall not be liable to any Member or Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any construction, improvement, alteration or maintenance. Furthermore, the approval or failure to disapprove of any plans or specifications submitted for approval shall not be deemed to be a warranty that such plans or specifications are complete or do not contain structural defects, or in fact meet any standards, guidelines and/or criteria of the party exercising architectural control, or are in fact architecturally or aesthetically, appropriate, or comply with any applicable governmental requirements, and the party exercising architectural control shall not be liable for any deficiency, or injury to person and/or property resulting from any deficiency in such plans or specifications.

8.07. CONSTRUCTION OF DWELLINGS DUE TO BUILDING REMOVAL OR MAJOR DAMAGES. All Dwellings constructed by Builders must comply with the Development Standards and Architectural Criteria referenced in Section 8.01 hereof. Construction of a Dwelling must commence within fifteen (15) months from the purchase of a Lot. 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 (15) month time period referenced herein shall not be extended by any subsequent sale or transfer of the LOT, and shall be binding upon the initial owner of the LOT, and any successors and assigns.

ARTICLE IX. USE RESTRICTIONS

9.01. Residential Purposes. All Lots shall be used for residential and related recreational use only, and not for commercial, trade or business purposes, except as otherwise permitted herein. For purposes hereof, “residential” shall mean:

“Occupancy of a Dwelling for single family residential use which shall be limited to one person, two people no matter how related, three or more persons all of whom are related to each other by blood, marriage or legal adoption. In no event shall a Dwelling be occupied by more than two permanent occupants per bedroom.”

No business or trade shall be conducted anywhere in the Subdivision, except as follows: those which are determined to be acceptable by the Association; and those which are found to be in compliance with the applicable underlying zoning of Barton Farms (the original name of the subdivision).

The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under this Declaration, the Articles, Bylaws, and applicable law.

Owners, their family members, tenants and occupants may conduct limited professional or business activities if confined solely within their Lot, but only if the activity cannot be seen, heard or smelled by other residents of the Subdivision, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Subdivision, nor shall any activities be permitted that would increase the insurance risks of other Owners, or the Association, or constitute a dangerous activity, or nuisance, or violate the Zoning Code of Sarasota County, Florida.

9.02. Subdivision or Combination of Lots. No Lots shall be combined, divided, subdivided or reduced in size.

9.03. Portable Outbuildings; Accessory Structures and Decorative Objects. No portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Lot for occupancy, storage or otherwise, without the prior written consent of the Board.

Doghouses, tool sheds or structures of similar kind or nature shall not be permitted on any part of a lot. Portable basketball hoops may be temporarily placed on driveways while actively being used; they must be stored in the garage when not in use.

Decorative objects such as sculptures, bird baths, fountains, large rocks, plaques, benches, tables and chairs, and garden ornamentations are permitted provided that they are placed in a manner that is consistent with the landscape design and in harmony with the exterior color of the residence. Such items may only be placed on front porches or in landscaped beds. The number of decorative objects may not be excessive and is limited to a reasonable number as determined by the Board. Any decorative object over forty-eight inches (48") must have prior written consent of the Board. No decorations are permitted in sodded areas of front lawns with the exception of temporary holiday decorations. Holiday decorations must be displayed in accordance with rules issued by the Board.

9.04. Clothes Lines. Clotheslines or the air drying of clothing or household goods shall be permitted upon Lots. However, the use of such clotheslines or the air drying of clothing or household goods shall not be visible from the street or from Lots across any adjacent lake or pond, and must be screened by landscaping or another material authorized by Board-adopted rule in order

to prevent such visibility. Notwithstanding anything to the contrary herein, clotheslines are permitted to be installed on lanais.

9.05. Signs. No sign advertising the sale, lease or rental of any Lot, and/or Dwelling thereupon, no garage sale or similar sign and no political sign, advertising or commercial sign shall be posted, displayed, inscribed, or affixed to, or be visible from, the exterior of a Lot or upon any Common Property, without the prior written consent of the Board. Other types of signs may be permitted, subject to the approval of the Board. Notwithstanding anything to the contrary herein, any Owner may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the Dwelling.

9.06. Pets. No animals, livestock or poultry of any kind shall be permitted within the Subdivision except for common household pets, which shall be limited to dogs, domestic cats, birds, fish and other animals from time to time permitted by Board Rule. No pet may be kept or maintained for commercial purposes and no pet may constitute an unreasonable nuisance or annoyance to other residents of the Subdivision. Pets shall be permitted outside a Dwelling only if located within an enclosed area, within a Pet Containment System (invisible fence), or on a leash under the control of the pet's owner. If a Pet Containment System is used, it shall prevent the animal from approaching within three feet (3') of any sidewalks and five feet (5') from other property boundaries. The owner of the pet shall be strictly responsible for its actions, and shall indemnify and hold harmless the Association, and the Board, agents, employees and Members, from any liability or damages occasioned by the actions of the pet. Furthermore, any pet that poses a danger to other residents or pets must be removed. Owners of pets shall also be responsible for picking up and properly disposing of any excrement deposited by the pet upon any portion of the Common Property, or on any Lot or property other than their own. This includes, but is not limited to, grass areas between the sidewalk and gutter. The Board may require any pet to be immediately and permanently removed from the Subdivision due to a violation of this Section 9.06.

9.07. Nuisances. No nuisances shall be allowed upon any Lot or property, nor any use or practice which is an unreasonable source of annoyance to other Owners or which interferes with the peaceful possession and proper use of the residents of the Subdivision. No improper, offensive or unlawful use shall be made of any Lot, and all laws, zoning ordinances and regulations of all controlling governmental bodies shall be observed.

9.08. Lakes and Canals. The use of any lake or canal within the Subdivision shall be subject to all rules, regulations and restrictions adopted by the Board. Lots abutting littoral zones shall be deemed to be waterfront Lots.

a) No swimming or motorized or sail powered boating will be allowed in any lake or canal unless and except as expressly permitted pursuant to rules, regulations and restrictions adopted by the Board.

b) Fishing shall be permitted, subject to reasonable rules and regulations but only as to Owners of Lots and their family members, their tenants, guests and invitees.

c) No owner shall draw water out of any lake or canal existing within the Subdivision for irrigation purposes, or otherwise.

d) No owner or member may take any action to harm or interfere with the littoral zones constituting part of the surface water management system, and any breach of this covenant shall subject an owner to personal liability for all costs and expenses to repair or reconstitute the littoral zone, and for penalties and sanctions imposed by SWFWMD or other governmental authority, and all other damages their actions may cause.

9.09. Boats. Motorized and/or sail powered boats may be kept or stored only in an enclosed garage constituting part of a Dwelling, except that such boats may be kept or stored on Common Property pursuant to rules and regulations adopted by the Board but if, and only if expressly permitted by any such rules and regulations. Any non-motorized and/or non-sail-powered boats for use on the lakes shall be kept in the garage when not in use.

9.10. Motor Vehicles. Only registered, licensed and insured motor vehicles are allowed to operate on Association roads. Each driver must have a valid driver's license and is required to obey posted speed limits and road signs. Each driver of any motorized vehicle, scooter, moped and other two-, three- or four-wheeled small engine motor vehicle must have at least a Class E driver's license. Such vehicles may not be operated on community sidewalks. Motor vehicle stereo systems should not be audible to persons inside Dwellings.

Except as set forth below, only a conventional passenger automobile may be parked in the Subdivision. Said automobile must have a current tag affixed to it.

a) Conventional Passenger Automobile. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or pickup trucks and minivans and sport utility vehicles which do not exceed 18' in length, utility vehicles, and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer. Vehicles that have been modified by increasing their height, adding oversized tires and the like are specifically excluded.

b) All other motor vehicles, including but not limited to commercial vehicles, motorcycles, campers, recreational vehicles, trailers, motor homes, mobile homes, and any and all other vehicles other than the aforescribed conventional passenger automobiles, shall be prohibited from parking in any area in the Subdivision. Commercial vehicles are defined as any vehicle primarily used in a trade or business that has advertising or promotional information, symbols, or materials affixed thereto. Commercial trucks include those designed and used principally for the carriage of goods for commercial use to which has been added the following or

something similar: a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger. Recreational vehicles are defined as vehicles containing sleeping, kitchen/cooking or bathroom facilities within the vehicle. Notwithstanding anything to the contrary herein, golf carts may be parked in the Subdivision, but only in an enclosed garage.

c) Parking Exceptions. Notwithstanding the foregoing parking limitations, the following exceptions shall be made:

(1) Service vehicles may be temporarily parked in parking areas or on streets during the time they are actually servicing a Lot or property, provided that they do not block fire hydrants or interfere with mail delivery, but in no event shall they be parked in parking areas or on the streets overnight.

(2) Law enforcement vehicles are not considered commercial vehicles, and may be parked on the driveway.

(3) Boats, trailers, trucks, commercial and recreational vehicles, any other prohibited vehicles may be temporarily parked in a parking area when they are being actively cleaned, loaded or unloaded.

(4) Motor homes and other recreational vehicles operated by persons residing outside of Laurel Lakes may temporarily park their vehicle in the driveway of their host with the prior permission of the Board but in no event more than seven (7) consecutive days and more than fourteen (14) days in any calendar year per address;

(5) Any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this section may be parked inside an Owner's garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the Dwelling.

d) Additional Vehicle and Parking Restrictions. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of any Owner shall be parked in such manner as to impede or prevent access to another Owner's parking areas, or block community sidewalks, fire hydrants or mailboxes. The Owners, their employees, servants, agent, visitors, licensees, and the Owners' families will obey parking regulations posted on streets, parking areas and any other traffic regulations which have been or may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain visible in the Subdivision for more than twenty-four (24) hours in any given month. Vehicle repairs may only be made inside garages.

e) Parking on Lawns or Streets. No parking is permissible on the lawns or streets at any time other than service vehicles and then only if necessary to service a Lot.

f) Clubhouse Parking. No vehicle, RV, or trailer can be parked overnight on the clubhouse parking area without the approval of the Board.

g) Towing. Any and all vehicles parked, or containers (PODS, moving trailers or other types of fixed storage) stored on the Subdivision roadways and parking lots which do not comply with the foregoing parking regulations shall be deemed “improperly parked vehicles” and are subject to towing by the Association, at the expense of the vehicle owner, at any time after a twenty-four (24) hour towing notice is given, assuming all requirements under the pertinent statutes are met. The Board may promulgate reasonable rules and regulations regarding parking and towing in the community. Moving containers/trailers can be placed in the driveways or roadways but the Board must be notified in advance. The Board must also be notified of the number of days these containers/trailers will be parked on said roadways or driveways, and may deny such placement beyond a number of days considered reasonable by the Board.

9.11. Artificial Vegetation. Artificial plants may be placed under the roof in the entryway of a residence. However, no artificial grass, plants or other artificial vegetation shall be placed or maintained in the landscaped or sodded areas of the Lot or property unless the Association is expressly prohibited from preventing such installation by Florida law.

9.12. Outside Antennas. No satellite or signal receiving dish measuring over one meter (39.37”) in diameter, or antennas used to receive television, AM/FM, amateur (“HAM”) citizen’s band (“CB”), Digital Audio Radio Service (“DSARS”), among others, shall be permitted on any Lot or property. Any Internet antennas and dishes smaller than one meter in diameter, shall be permanently attached in a professional, workmanlike manner, and shall in no case be mounted to a pole or post which is buried in the ground. Residents shall consult with the Board or architectural control committee for approval of placement of allowed antennas and dishes. The Association shall have the authority to require prior notice and approval of installation of such devices and restrict the size, type, location and appearance of such devices to the fullest extent permitted by law. Notwithstanding anything to the contrary herein, the Association shall allow any antennas required to be allowed by federal law.

9.13. Wells. No wells may be installed within the Subdivision without the prior written consent of the Association.

9.14. Trash. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lot or property except in closed dumpsters or other sanitary garbage collection facilities. All dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding area. Garbage bags, recyclable bins, or private trash containers required to be placed near any street for collection purposes shall not be placed outside more than twenty-four (24) hours prior to scheduled collection times and shall be returned the same day after collection.

9.15 Unmanned Aircraft & Drones. These devices can only be used in accordance with the current Association Unmanned Aircraft and Drone Usage Policies which can be modified by a majority vote of the Board. Usage of such devices is the owner's responsibility and must always follow pertinent Federal, State and Local laws and ordinances concerning flight, registration and licensing.

9.16. Rental Cap. Owners may rent or lease their Dwellings as long as the total number of Dwellings rented or leased within the Subdivision does not exceed five percent (5%) of all Dwellings within the Subdivision.

9.17. Rentals. The Board has the right to approve or deny any 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) the Owner delivers ten (10) days' prior written notice of the lease or rental agreement to the 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 Association, and the Owner delivers the same to the Board together with such other information as the Board may reasonably require; (d) the Property Management Company shall conduct a background check on the tenant(s) and occupants of the home and shall provide a copy of the information to the Board with the rental application; (e) a \$200.00 non-refundable application fee shall be submitted with the rental application prior to approval by the Association, and this does not guarantee approval; and (f) the Association shall have the right to enforce its Rules and Regulations and the restrictions set forth in this 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.

a) An Owner who is leasing or renting his or her Dwelling shall be prohibited from using the common area amenities during such time as the Dwelling is rented or leased. The Owner must provide the renter with the proper Access Fobs, Vehicle Gate Fobs, a copy of this Declaration, the Bylaws and Articles, and Rules and Regulations of the Association at the time of the Lease.

b) 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.

c) A tenant's failure to comply with this Declaration, the Bylaws, Articles, or Rules and Regulations may result in the tenant's eviction as deemed necessary by the Board and shall be at the Owner's expense.

d) The Board shall have the authority to promulgate reasonable Rules and Regulations with regard to leasing and renting, including but not limited to, approvals and denials, subleasing, security deposits, and hardship exemptions.

9.18. Waiting Period. A Dwelling acquired after the effective date of this amendment shall not be leased for a period of twenty-four (24) months following the acquisition of the Dwelling (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twenty-four (24) months will then begin tolling. Notwithstanding the foregoing, the following are not subject to the requirement of waiting twenty-four (24) months to lease: 1) A Dwelling acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure; 2) A Dwelling acquired through inheritance; and 3) A Dwelling acquired by a trust of which the settlor is the immediate former Owner of the Dwelling and is a natural person or persons.

9.19. Rules and Regulations. Reasonable rules and regulations concerning the maintenance and architectural standards used within the Subdivision may be made and amended from time to time by the Association, through its Board. Copies of such rules and regulations and amendments shall be furnished by the Association to any Owner or Member upon request.

9.20. 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 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 to prohibit or restrict the right of the Association, the Board, or any other person having the right to enforce these restrictions from insisting upon strict compliance with respect to each other Lot, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

ARTICLE X. SALE, TRANSFER, CAPITAL CONTRIBUTION, AND ESTATE SALES

10.1. Notice to Association. Any Owner(s) intending to sell, transfer, or convey his or her Lot shall give to the Association written notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"), and such other information as the Association may reasonably require. Any such sale, transfer, or conveyance is subject to approval by the Board. Within thirty (30) days of receipt of such notice and information, the Association shall approve or disapprove the proposed sale. If the Association disapproves the proposed sale, it shall deliver to the Owner an agreement to purchase the Lot upon the following terms:

Within fifteen (15) days after disapproval, the Association shall deliver or deposit in the mail, by certified or registered mail, return receipt requested, addressed to the Owner an agreement to purchase by 1) a purchaser approved by the Association, or 2) the Association itself, who will purchase and to whom the Owner must sell the Lot at the price to be paid as stated in the disapproved contract to sell. All other terms shall be the same as those provided for in the disapproved contract, except that the closing date shall be not less than thirty days after the delivery or mailing of said agreement to purchase.

10.2. Unauthorized Transactions. Any sale, transfer, or conveyance of a Lot without notice to the Association shall be void.

10.3. Exceptions. This Article X. shall not apply to a transfer to or sale by an Institutional Lender which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article X. apply to a sale to any such Institutional Lender which so acquires title.

10.4 Capital Contribution Assessment. The Association may establish a Capital Contribution Assessment (hereinafter the “CCA”) upon each transfer of title of Lot/Home (Unit). The CCA shall be charged to the purchaser of the Lot/Home and shall be payable to the Association at the closing of the Transfer, as the term is defined herein. For the purposes of this Section, a “Transfer” shall be deemed to occur upon the execution of a deed, instrument, or other similar writing whereby the fee simple interest in any Lot/Home is sold, granted, conveyed, or otherwise transferred by the record Owner to another person or entity.

a) Purpose. The CCA shall be used to supplement the Association’s Reserve Funds and for capital improvements.

b) Calculation of the CCA. The CCA shall initially be in the amount of One Thousand Five Hundred Dollars (\$1,500.00). The Association (HOA) Board will have the authority to adjust the amount of the CCA bi-annually and to increase or decrease the amount of the CCA as it deems necessary and appropriate. Notwithstanding the foregoing sentence, the HOA shall not have the authority to increase the CCA more than three (3) times the annual Assessment Fee.

c) Obligation. The purchaser of any Lot/Home shall be solely responsible for the payment of the CCA and shall be payable to the Laurel Lakes Association, Inc. (HOA) at the time of the closing of the sale of the Lot/Home.

d) Transactions Exempted from the CCA. No CCA shall be levied upon Transfer of the title to the Association under the following conditions:

- (1) by an Owner to any person who was also an Owner immediately prior to such transfer;
- (2) to the Owner’s estate, surviving spouse, or heirs at law upon death of the Owner;
- (3) to an entity wholly owned by the grantor or to a family trust created by the grantor for benefit of grantor, his or her spouse, and/or heirs at law, or other similar

Transfer to a trust solely for estate planning purposes, provided, upon any subsequent transfer of any ownership interest in such entity, the CCA shall be due;

(4) to an institutional lender pursuant to mortgage or upon foreclosure by a first mortgage or a deed in lieu of foreclosure to a mortgage;

(5) to the refinancing of any Lot/Home so long as the identity of the Owner of the Lot/Home remains identical before and after the refinancing;

(6) under circumstances which the Association, in its sole discretion, deems to warrant classification as an exempt transfer.

(e) Non-Payment and Penalties.

(1) Penalties. If the CCA, or any portion thereof, is not paid within seven (7) days after the date of closing on the sale of the Lot/Home in question, the unpaid balance shall bear interest at the rate of seven percent (7%) per annum, or up to the maximum allowed by Florida State Law. (The CCA shall be collectible in the same manner as other Assessments pursuant to the provisions of the Declarations including, but not limited to, the right of the Association to recover interest, reasonable costs of collections, including attorney fees, and such other costs of collection as are permitted by the pertinent Florida Statutes.

(2) Suspension of Privileges of Membership. To the extent permitted by law, an Owner shall not be entitled to vote in any Association elections, hold an elected or appointed position, benefit from recreational or other privileges or otherwise participate in any benefits of membership until the CCA imposed upon the Owner's Lot/Home is paid in full with all interests, costs of collection, and legal fees. Restoration of full privileges of membership shall take place not more than five business days after satisfaction of the obligation(s) in questions.

f) Right of Appeal. In the event that an Owner contends that the imposition of the CCA was miscalculated or there was a failure to recognize the exemptions provided above, the Owner shall have the right to appeal to the Board for a decision regarding the application of the CCA, its amount and any penalties assessed. An appeal must be made within thirty (30) days after the date of the transfer. In all cases, the decision of the Board shall be both final and binding.

10.5 Estate Sales. Owners or their legal representative need to notify the Association and the Property Manager (60) days prior to a proposed Estate Sale. This Owner or their legal representative or Agent must submit a current Estates Sales Form Application for approval before the Estate Sale and submit a two hundred dollar (\$200.00) fee with the application, and current insurance liability policy covering any damages to any private property by guests who attend the Estate Sale. The Owner/Sales Company is required to ensure compliance with the Association's

parking policies by guests and visitors. Dates and times must be identified for approval. All safety and health policies apply, and no Estate Sales will be allowed during any State of Emergency declared by State, County, or Local jurisdictions. The Board shall have the right to change the fee or policy at any time based on a majority vote.

ARTICLE XI. SURFACE WATER MANAGEMENT

It is acknowledged the surface water management and drainage system for the Subdivision is one integrated system, and accordingly shall be deemed a Common Property, and an easement is hereby created over the entire Subdivision for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Subdivision and any other property from which surface water is to drain into the Subdivision as required or approved by any controlling governmental authorities from time to time. The surface water management and drainage system of the Subdivision shall be developed, operated, and maintained in conformance with the requirements of the Southwest Florida Water Management District (SWFWMD) and/or any other controlling governmental authority, including but not limited to, Sarasota County, Florida, Army Corps of Engineers, and the Florida Department of Environmental Protection.

The Association shall maintain as a Common Expense the entire surface water management and drainage system for the Subdivision, including but not limited to all lakes, detention areas, littoral zones, canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, regardless of whether or not same are within the Subdivision or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of the SWFWMD and any other controlling governmental authority, and an easement for such maintenance is hereby created. Such maintenance responsibility on the part of the Association shall not be deemed to include the maintenance of the banks of any lake or canal, or the maintenance of any landscaping, within any property which is not a Common Property or contiguous to a Common Property or which is not otherwise to be maintained by the Association pursuant to this Declaration. No Owner or Member may take any action to harm or interfere with the littoral zones constituting part of the surface water management system, and any breach of this covenant shall subject an Owner or Member to personal liability for all costs and expenses to repair or reconstitute the littoral zone, and for penalties and sanctions imposed by SWFWMD or other governmental authority, and for any and all other damages their actions may cause.

ARTICLE XII. AMENDMENT

12.01. This Declaration may be amended upon the approval of not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association present, in person or by proxy, and voting, at a duly convened membership meeting, and by not less than a majority of the Board. In order to be effective, any Amendment to this Declaration must first be recorded among the Public Records of Sarasota County, and such Amendment shall contain a

certification by the President and Secretary of the Association that the Amendment was duly adopted.

12.02. No Amendments shall change the number of votes of any Member or increase any Owner's proportionate share of the Common Expenses, unless the Owners affected by such Amendment join in the execution of the Amendment. No Amendment may prejudice or impair the lien priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join the execution of the Amendment.

ARTICLE XIII. ENFORCEMENT

13.01. Non-Monetary Defaults. In the event of a violation by any Member or 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, or Rules or Regulations adopted by the Board, the Association shall notify the Member or Owner of the violation, by written notice with an opportunity to cure the violation. If such violation is not cured after reasonable notice, the Association may, at its option, proceed under one or more of the following options:

a) Commence an action to enforce the performance on the part of the Member, or Owner, or for such equitable relief as may be necessary under the circumstance, including injunctive relief, and/or

b) Commence an action to recover damages; and/or

c) Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building, structure or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration.

d) Suspend the voting rights, and right of the Owner, family members and guests, tenants, invitees and others claiming through the Owner, to use the Recreational Facilities of the Common Property, all as elsewhere provided in this Declaration.

e) Levy a fine in accordance with the Chapter 720 of the Florida Statutes and the Bylaws.

All expenses incurred by the Association in connection with the correction of any failure to comply, or the commencement of any action against any Member or Owner, including reasonable attorneys' fees, shall be assessed against the applicable Member or Owner, and shall be due upon written demand by the Association. The Association shall have a lien against the owner for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' 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 in this

Declaration. Any such lien shall only be effective from and after the recording of a claim of lien in the Public Records of Sarasota County.

13.02. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

13.03. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this 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 Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

13.04. Enforcement By Or Against Other Persons. In addition to the foregoing, this Declaration, Articles, Bylaws, or Rules or Regulations 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 prevailing party in any litigation shall be entitled to reimbursement for the expense of any litigation to enforce this Declaration, Articles, Bylaws, or Rules or Regulations. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this 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.

ARTICLE XIV. RIGHTS OF INSTITUTIONAL LENDERS

Upon written notice to the Association by any Institutional Lender holding, insuring or guaranteeing a mortgage encumbering any Lot or property, identifying the name and address of the Institutional Lender and the Lot or property encumbered by such mortgage, any such Institutional Lender will be entitled to timely written notice of:

a) Any condemnation or casualty loss that affects either a material portion of the Subdivision or a Lot securing its mortgage.

b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the Lot to which it holds the mortgage.

c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d) Any proposed action that requires the consent of a specified percentage of Institutional Lenders.

e) Term of Declaration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their family members, tenants, guests, successors, personal representatives, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of recording of this Declaration in the Public Records of Sarasota County, unless within such time, Members representing eighty percent (80%) of the votes of the entire membership of the Association execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, 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 Members representing eighty percent (80%) of the votes of the entire membership of the Association execute a written instrument declaring a 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 Sarasota County.

ARTICLE XV. RIGHTS AND RESERVATIONS

In addition to rights and reservations stated elsewhere in this Declaration, the following rights and reservations apply.

15.01. Water Level. The Association shall have the sole right to control the water level and maintenance of all lakes, ponds, canals, drainage control devices, and, all other areas and apparatus comprising the drainage system for the Subdivision, but shall do so in accordance with all pertinent regulations and permits.

15.02. Use Of Roads. The Association hereby authorizes use of all private roads by and delegates the nonexclusive right to exercise control of traffic thereon to duly constituted law enforcement officers, and, subject thereto, the Association shall have the right, but not the obligation, from time to time to control all types of traffic on said roads, including the right to control vehicular access to said roads, the right to prohibit use by traffic which, in the opinion of the Association, would or might result in damage to said roads or any part thereof, and the right to control and prohibit parking on all or any part of said roads. The Association reserves the absolute right to deny ingress to any person except those persons referred to above and to remove or require the removal of any fence, wall, hedge, shrub, tree, or other object, natural or artificial, placed or located on any Lot or property subject to these covenants if the location of the same will, in the sole opinion of the Association, unreasonably obstruct the vision of a motorist or endanger the safe passage of vehicles, bicycles and pedestrians upon said private road.

15.03. Enforcement Of Obligations Of Association. The Association, Sarasota County and any controlling governmental authority, shall have the right, but not the obligation, to enforce by proceedings at law or equity, all restrictions, conditions, covenants, reservations, liens, and charges now, or hereafter imposed by provisions of the Declaration, or any amendment thereto, including the right to prevent the violation of provisions relating to private streets, the stormwater management system and any other Common Property, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Association. Furthermore, no amendment to this paragraph shall be made without the joinder and consent of an authorized officer, agent or representative of Sarasota County. In the event the Association defaults with respect to any of its obligations to operate or maintain any property, and does not commence and diligently proceed to cure such default as soon as is reasonably practical and in any event within ten (10) days after demand by the controlling governmental authority, such controlling governmental authority shall have the right to perform such maintenance and in that event all reasonable costs and expenses incurred by such governmental authority, plus interest at the highest rate permitted by law, shall be paid by the Association, plus any costs, expenses, and attorneys' fees incurred in connection with the enforcement of the Association's duties and obligations hereunder or the collection of any such sums. The controlling governmental authority shall have the right to collect such sums from the Members of the Association and in connection therewith shall have all enforcement rights granted to the Association in connection with the collection of said monies including but not limited to all lien rights provided by this Declaration.

No amendment to this Section 15.03 shall impair, restrict or prove detrimental to the rights of Sarasota County as provided hereinabove to any controlling governmental authority without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

ARTICLE XVI. MISCELLANEOUS

16.01. Conflict with Articles or Bylaws. In the event of any conflict between Rules or Regulations adopted by the Board, the Articles, the Bylaws or this Declaration, this Declaration, the Articles, the Bylaws, and the Rules and Regulations adopted by the Board, in that order, shall control.

16.02. Authority Of Association And Delegation. Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one of its Members, or to any officer, or to any committee or any other person, any power or right granted to the Board by this Declaration, including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

16.03. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, sub-section, sentence, clause, phrase, word

or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

16.04. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

16.05. Ambiguity. In the event any of the provisions of this Declaration are ambiguous or subject to more than one interpretation and a dispute arises involving another Member or the Association, the question shall be presented to the Board and its determination shall be dispositive of the question.

16.06. Variance. No Owner shall request a variance from the Zoning Code of Sarasota County without first having presented the request for variance to the Board and receiving the approval for the variance request from the Board. Any variance received from Sarasota County which was not first approved by the Board shall be considered to be of no force or effect as it relates to any matters covered by or affecting this Declaration.

16.07. Singular, Plural and Gender. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

16.08. Headings. The use of titles and headings in this Declaration is for convenience only and the titles shall not be interpreted or construed to negate, counteract, limit or otherwise affect the substantive provisions of this Declaration.