

Prepared by and return to:
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**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR TAMARON**

*[Substantial Rewording of the Declarations of Restrictions for Tamaron.
See Original Declarations and prior amendments for previous text]*

**Article I
The Property and Submission by Developer**

Section 1.1 The Property. U.S. Home Corporation, a Delaware Corporation f/k/a U.S. Home of Florida, Inc. (hereinafter “Developer”) owned the fee simple title to certain land in Sarasota County, Florida, which was developed as the Tamaron subdivision. More particularly, the land described in Exhibit “A,” attached, was developed in five (5) Units as Tamaron and made subject to the follow documents:

Declaration of Restrictions, All of Tamaron Unit No. 1, recorded in Official Records Book 1110, Page(s) 256, et seq., of Sarasota County, Florida.

Declaration of Restrictions, All of Tamaron Unit No. 2, recorded in Official Records Book 1172, Page(s) 140, et seq., of Sarasota County, Florida.

Declaration of Restrictions, All of Tamaron Unit No. 3, recorded in Official Records Book 1238, Page(s) 1776, et seq., of Sarasota County, Florida.

Declaration of Restrictions, All of Tamaron Unit No. 4, recorded in Official Records Book 1263, Page(s) 868, et seq., of Sarasota County, Florida.

Declaration of Restrictions, All of Tamaron Unit #5, recorded in Official Records Book 1312, Page(s) 1213, et seq., of Sarasota County, Florida.

All five (5) of above being hereafter referred to collectively as the “Original Declarations.”

The Tamaron property is platted in the Public Records of Sarasota County, Florida (the “Property”) as follows:

Tamaron, Unit No. 1, as per plat thereof recorded in Plat Book 23, Pages 34, 34A, and 34B, Public Records of Sarasota County, Florida.

Tamaron, Unit No. 2, as per plat thereof recorded in Plat Book 24, Pages 11, 11A, and 11B, Public Records of Sarasota County, Florida.

Tamaron, Unit No. 3, as per plat thereof recorded in Plat Book 25, Pages 5 and 5A, Public Records of Sarasota County, Florida.

Tamaron, Unit No. 4, as per plat thereof recorded in Plat Book 25, Pages 19 and 19A, Public Records of Sarasota County, Florida.

Tamaron, Unit No. 5, as per plat thereof recorded in Plat Book 26, Pages 18 and 18A, Public Records of Sarasota County, Florida.

In total, all five (5) Units consist of four hundred and ninety-eight (498) Lots.

Section 1.2 Submission Statement. Developer submitted the Property, all improvements erected to or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the ownership obligations and use restrictions described in the Original Declarations. Subsequently, Developer assigned all of its rights and responsibilities as Developer to Tamaron Homeowners Association, Inc. in the Assignment of Developer Rights recorded in the Public Records of Sarasota County, Florida on August 29, 1985 at Official Records Book 1802, Page(s) 0091, et seq.

Section 1.3 Identity. The name by which this Subdivision is identified is Tamaron. It is governed by this Amended and Restated Declaration of Restrictions for Tamaron (the "Declaration"), as well as the Articles of Incorporation and Bylaws for Tamaron Homeowners Association, Inc. that are attached hereto as Exhibits "B" and "C," respectively.

Article II **Definitions**

Section 2.1. "ARC" shall mean the Association's Architectural Review Committee.

Section 2.2. "Articles" shall mean the Amended and Restated Articles of Tamaron Homeowners Association, Inc., attached to this Declaration as Exhibit "B."

Section 2.3. "Association" shall mean Tamaron Homeowners Association, Inc., a nonprofit Florida Corporation, its successors and assigns.

Section 2.4. "Board of Directors" or "Board" shall mean the Board of Directors of the Tamaron Homeowners Association, Inc.

Section 2.5. "Bylaws" shall mean the Amended and Restated Bylaws of Tamaron Homeowners Association, Inc., attached to this Declaration as Exhibit "C."

Section 2.6. "Common Area" or "Common Areas" shall mean all real and personal property further described in Article III below.

Section 2.7. "Common Expenses" shall mean the actual and estimated expenses which the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

Section 2.8. "Governing Documents" shall mean this Declaration, the Articles, the Bylaws, and all Rules and Regulations.

Section 2.9. “Lot” shall mean any numbered parcel of real property shown within the recorded plats of Tamaron. There are a total of four hundred and ninety-eight (498) Lots which are eligible for Membership in the Association.

Section 2.10. “Mandatory Lot Owner Member” or “Member” shall mean a Lot Owner who, as by obligation of Lot ownership, is a mandatory member in the Association, as that term is further defined in the Articles. Such Membership shall be appurtenant to and may not be separated from the Member’s ownership of his or her Lot. Joinders evidencing such Mandatory Membership shall initially be filed in the Official Records of Sarasota County with this Declaration, and subsequently as received by the Association.

Section 2.11. “Owner” or “Lot Owner” shall mean the record owner, whether one (1) or more persons or an entity, of the fee simple title to any Lot.

Section 2.12. “Property” shall mean the property which is subject to this instrument, which property is described in Exhibit “A” attached hereto, and includes any Lots, Common Areas, or improvements constructed thereon.

Section 2.13 “Voluntary Lot Owner Member” shall mean a Lot Owner who is not obligated to be a member in the Association in connection with that Lot ownership, as that term is further defined in the Articles.

Article III **Common Areas and County Property in Tamaron**

Section 3.1 Common Areas and Sarasota County Property. The Association’s Common Areas are the open areas and water areas platted as Tracts Y and Z in Tamaron Unit 2, which are private property for the use of the occupants of Tamaron. The other open areas, lakes, and waterways within the Tamaron community, specifically Lake Tract A, Lake Tract B, Lake Tract B-1, Lake Tract C, Lake Tract D, Lake Tract E, are owned by Sarasota County. Also owned by Sarasota County are the roadways in the community and the pedestrian/recreational path property known as the “Legacy Trail” which abuts some Lots located in the western portion of Tamaron.

Section 3.2 Use and Maintenance of the Common Areas. The Association shall maintain at its expense all portions of the Common Areas. Every Lot Owner shall have the nonexclusive right to use Common Areas in accordance with the following provisions:

- a. The Association shall have the exclusive right to control the maintenance of all waterways and water areas in the Common Areas, except when any such water bodies are subject to the maintenance of Sarasota County or another governmental entity.
- b. The Association shall have the right to prevent use of portions of the Common Areas by the general public.
- c. Subject to any rules and regulations adopted by the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of the Lot Owners. The Association may charge a fee for special use of a portion of

the Common Areas as well as require proof of insurance coverage for such use.

- d. The Association and its agents, assigns, and employees shall have the right and license to enter upon any of the Lots for the purpose of gaining access to any waterways or water areas for maintenance, repair, or improvement of the same. All Lot Owners, tenants, and guests shall comply with all applicable Sarasota County and Southwest Florida Water Management District water restrictions and regulations in relation to any waterways or water areas in Tamaron, regardless of whether such waterways or water areas are Common Areas and/or owned by Sarasota County.

Article IV **Easements**

Section 4.1 Easements in the Common Area. Except as otherwise provided in the Governing Documents, every Owner shall have the right to an easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to the Lot owned by such Owner.

Section 4.2 Utility and Drainage Easements. Except as otherwise shown on the Plats for the Property, each Lot has easements for the purposes of utilities and drainage of five feet (5') in width along each side Lot line and eight feet (8') in width along each rear Lot line.

Article V **The Association**

Section 5.1 Function of the Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also has the primary responsibility for administering and enforcing the Governing Documents, and to perform its functions in accordance with the Governing Documents and Florida law. The Association may exercise any right or privilege given to it expressly or by reasonable implication from the Association's Governing Documents and may take action reasonably necessary to effectuate any such right or privilege.

Section 5.2 Board Authority. Except as otherwise specifically provided in the Governing Documents or by law, the Association's rights and powers may be exercised by the Board without a vote of the Membership.

Article VI **Association Maintenance Responsibilities**

Section 6.1 Maintenance of Common Areas. The Association shall maintain the Common Areas in accordance with the standard of conduct, maintenance, or other activity general prevailing from time to time throughout the Tamaron community and as required by the Association's Governing Documents. Such maintenance shall include, but is not limited to:

- a. The mowing and landscaping of the Common Areas; and

- b. The maintenance and care of any waterways and water areas located on the Common Areas unless such areas are maintained by Sarasota County and/or another governmental entity.

Section 6.2 Maintenance of Other Property. Other than the Lots in the community, which are the maintenance repair responsibility of the Lot Owners, the Association may maintain and/or repair other property within Tamaron, if the Board determines that such maintenance and/or repair is necessary or desirable to maintain the community's standard appearance. Such other property shall include, but not be limited to, the community's exterior wall, which the Association may maintain in its discretion. Any entry on a Lot by the Association or its employees or agents for the purposes of such maintenance or repair shall be deemed a lawful entry and not a trespass.

Section 6.3 Common Expenses and Reimbursements for Maintenance of the Common Areas. Unless otherwise provided in this Declaration, the costs associated with maintenance, repair, and replacement of the Common Areas shall be a Common Expense. However, the Association may seek reimbursement from owner(s) of, or other persons responsible for, certain portions of the Common Areas pursuant to this Declaration or other recorded covenants or legally enforceable agreements, as applicable.

Section 6.4 Insurance. The Association shall keep the Common Areas insured against such loss or damage by fire or other casualty and/or for general liability as the Association may deem desirable.

Article VII **Lot Owner Maintenance and Repair**

Section 7.1 General Obligations of Owners. Each Owner shall maintain his or her Lot in good condition and/or repair, and in conformity with the standard appearance of the Tamaron community, including, but not limited to, all structures, landscaping, and other improvements on the Lot. Notwithstanding same, in the event of a natural disaster, the Board may temporarily waive the requirements stated in this Section in its discretion.

Section 7.2 Lots Abutting a Waterbody. Lot Owners whose property abuts a lake or other waterbody shall maintain the open areas between the side and/or rear Lot lines and that lake or other waterbody, as applicable.

Section 7.3 Exterior Community Wall. Lot Owners whose property abuts and/or includes the community's exterior wall shall maintain that wall, and may not remove the wall without the written permission of the Board. Such maintenance shall include keeping landscaping trimmed from the wall. Any improvements and/or changes that a Lot Owner would like to make to the wall, including, but not limited to painting, must first be approved in writing by the Board. In the event that the exterior community wall is damaged, a Lot Owner shall have ninety (90) days to have it repaired. In the event that the exterior community wall requires replacement across multiple Lots, Owners agree to allow the Association to enter onto their Lots to make such replacement, and that neither such entry nor such replacement shall be deemed a trespass, theft of property, or other such civil or criminal action by the Association.

Article VIII
Building Restrictions and Architectural Review Standards

Section 8.1 Architectural Review Committee. The review powers of the Association for improvements and modifications to be made by Owners shall be administered and exercised by the Architectural Review Committee (“ARC”), which shall consist of at least (3), but no more than seven (7), Owners appointed by the Board. In the event of insufficient Owner volunteers to form an ARC, the Board may sit as the ARC.

Section 8.2 Fees for Architectural Review. The Association may charge Owners a fee for ARC review of requests and/or exceptions.

Section 8.3 Association Approval Required for Structural Changes. No structural addition or alteration to any Lot shall be undertaken until the plans and specifications therefore showing the nature, color, kind, shape, height, materials, and location thereof shall have been submitted to and approved by the ARC in writing. Further, Owners shall obtain all necessary County permits for such additions and/or alterations. Notwithstanding same, the interior work performed within a residence, and which is not visible from the exterior of the residence, including, but not limited to, the erection or removal of non-support carrying interior partitions, does not require Association approval. Such plans and specifications shall include, as appropriate, the following:

- a. A site plan for the Lot showing the location, shape, and dimensions of all proposed structures, pavement, and landscaping to be installed and/or removed;
- b. Specification of all materials to be used, including description of type, color, and nature;
- c. Such other additional and supplementary information and materials as the ARC may reasonable require.

Section 8.4 Procedure for Review. The ARC shall review and evaluate all submissions and shall, within thirty (30) days after receipt of such application and all additional information required, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval, and shall, to the extent reasonable, indicate as part of any disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditions setting forth written stipulations for changes. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board or altered to comply with such plans and specifications as may be approved by the ARC. Nothing shall prevent an Owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall expedite any such application but shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

Section 8.5 Automatic Approval. In the event that the Association fails to disapprove said proposed addition or alteration within thirty (30) days after receipt of all information specified

above or such additional information as it may reasonably require, approval shall be deemed to have been granted for said proposed addition or alteration to be undertaken.

Section 8.6 Site Development. No residence shall have a ground floor square foot area of less than one thousand (1,000) square feet, exclusive of any screened or open porches, terraces, patios, and/or garages. No dwelling shall exceed two and a half (2 1/2) stories or twenty-five feet (25') in height. All dwellings shall have at least a one (1) car attached garage. When used, cement block must be stuccoed, cement sprayed, or veneered with wood, brick, or stone.

Section 8.7 Setbacks and Governmental Requirements. All structures and improvements shall be constructed in compliance with the Lot's setbacks and Sarasota County Code.

Section 8.8 Roof Materials. All roofs on residences shall be constructed of glazed tile, cement tile, slate, Bermuda style cement, metal, or asphaltic shingles of a weight of two hundred forty (240) pounds or greater. Notwithstanding same, in the event of a natural disaster, the Board may temporarily waive the requirements stated in this Section in its discretion.

Section 8.9 Driveways, Sidewalks, and Lawns. All driveways and sidewalks installed on a Lot shall be constructed with concrete, concrete pavers, or brick, and shall be consistent in the material used. All residences shall have sodded lawns which may be landscaped with drought-tolerant plantings and mulch under Florida-friendly landscaping guidelines.

Section 8.10 Swimming Pools and Spas. All swimming pools and spas must be installed by a licensed contractor with all required permits from Sarasota County. All pools and spas shall be enclosed by a fence, an attached screened in pool cage, or other similar enclosure. All pools and spas must be approved by the ARC.

Section 8.11 Temporary Structures and Sheds. No out-buildings, portable structures, temporary or accessory buildings, such as sheds, gazebos, storage buildings, or tents shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARC. Notwithstanding same, temporary structures being used for the construction and/or remodeling of a residence are permitted while such construction and/or remodeling is being conducted by licensed and insured professionals.

Section 8.12 Fences. All fences and plant hedges must have written approval from the ARC before installation, and shall further comply with any Sarasota County Ordinances. Due to the many differences in Lot shape and size in the community, the Board may make exceptions to the requirements of this Section in its discretion. All fences shall be constructed so that there is a finished side to adjoining Lots. Fences cannot exceed a height of six feet (6'), except for Lots adjacent to the Legacy Trail, which may install fences next to that Trail in a maximum height of eight feet (8'). Fences may not be installed between the street and front setback lines of a Lot, and further may not be installed adjacent to the community's exterior wall. Fences may be installed along the side Lot lines between the front and back setback lines of the Lot, but may not extend past the structural wall of the residence where it is facing the street. Owners of lakefront Lots may not install a fence from the structural wall of the residence to the lake. For corner Lots, the side of the Lot between the community's exterior wall and the street may not be fenced, except that such Lots may have a fence which extends from the adjacent Lot to the section of the wall facing the street.

Section 8.13 Enclosed Areas for Trash and Recycling Containers. Any area constructed with fencing or hedges adjacent to the rear or side of a residence for the purpose of concealing trash and recycling containers from view must be approved in writing by the ARC. Such enclosures must be four feet (4') in height and constructed of solid wood or vinyl if fenced. If hedges are used, they must be trimmed regularly so as to not exceed six feet (6') in height.

Section 8.14 Solar Collectors. Any solar collector unit, solar powered water heating device, or skylights may be installed pursuant to Florida Statutes Section 163.04 "Energy Devices Based on Renewable Sources," as amended, once approved in writing by the ARC. The preferred installations would be least visible from the street and would have the least impact on the architectural harmony of the community.

Section 8.15 Clotheslines and Outside Clothes Drying. Pursuant to Florida Statutes Section 163.04, as amended, which governs "Energy Devices Based on Renewable Sources," outdoor clothes drying within the community is allowed with the following restrictions: the drying apparatus must be temporary; located in the rear of the Lot and/or in an enclosed area; must be removed when not in use or after dark; and clothes and linens cannot be hung on any such apparatus overnight.

Section 8.16 Towers, Aerials, Cables and Electric Emissions. Unless approved by the Association in writing, no towers, antennas, aerials or overhead wires or cables shall be permitted within the community. Notwithstanding same, no electrical or electronic system or device shall be permitted or maintained if it interferes with radio, telephone, television or other public communications reception in community. Satellite dishes less than one (1) meter in diameter are allowed as provided in the Federal Communications Commission's Over-the-Air Reception Devices Rule.

It is the intent of this provision to comply with the Telecommunications Act of 1996, as amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

Section 8.17 Destruction of Improvements to Lots. In the event any residence structure upon a Lot shall be substantially damaged or destroyed, it shall be the obligation of that Lot Owner to repair, rebuild, or reconstruct the improvements as soon after such casualty as may be practical, but in no event longer than six (6) months if the home is damaged, but not uninhabitable, or more than one (1) year if the home is damaged to the extent that it is uninhabitable, unless otherwise approved by the Board. Notwithstanding damage to or destruction of the improvements to a Lot, the Lot Owner shall remain liable to the Association for all Assessments in connection with such Lot. Such liability shall continue unabated, even though such Lot is not fit for occupancy or habitation, and even though such improvements are not reconstructed.

Article IX
Use Restrictions

Section 9.1 Use Restrictions. Tamaron is a residential community. To assist in creating a harmonious development, specific land use provisions have been set forth below. These provisions are applicable to all of the Property and shall govern the conduct of all Lot Owners and shall also supply to all occupants, tenants, and visitors of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Association's Governing Documents and shall be responsible for all violations and losses to the Association caused by such occupants, notwithstanding the fact that such occupants of a Lot are also fully liable for such violations. In addition, the Owner(s) shall comply with the provisions of the Association's Governing Documents relating to the use and maintenance of the Lots and the Common Areas.

Section 9.2 Business Use. No trade, business, and/or commercial activities may be conducted in or from any Lot, except that a Lot Owner or occupant residing upon a Lot may conduct business and/or commercial activities within the Lot so long as: (1) the existence or operation of the business/commercial activity is not apparent or detectable by sight, sound or smell from outside the Lot; (2) the business/commercial activity conforms to all zoning and other governmental requirements for the Property and/or the Lot; (3) the business/commercial activity does not involve persons coming on the Property who do not reside in the Property, including, but not limited to, daycare for children or adults, or health, wellness, and/or exercise care, services, or classes, and/or door-to-door solicitation of residents of the Property; and (4) the business/commercial activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Property, as may be determined in the sole discretion of the Board. Occupants shall not advertise any business on a Lot either within the Property or to the public. Notwithstanding same, occupants may maintain records and receive business/commercial correspondence at a Lot, as well as keep business products and/or materials, as long as such records or correspondence and/or products or materials are not in an amount so excessive as to disrupt the use of the Lot as a residence and/or create any safety hazard on the Property.

Section 9.3 Lease Terms. Lots shall not be leased for less than a term of six (6) months. No Lot shall be leased more often than once a calendar year. Residents may petition the Board yearly for an annual rental exemption.

Section 9.4 Vehicles and Parking. Vehicles may only be parked on paved driveways, in garages, or on a street. All vehicles, other than those parked in a garage, must be in functioning, operable condition and shall maintain current registration and visible tags. There shall be no parking of any vehicles on sidewalks or on the grass, and driving on the grass of a Lot is prohibited. All vehicles, trucks, sport utilities vehicles, vans, or automobiles of any kind which bear commercial lettering or design shall not be parked within the community unless parked within a garage. Parking of commercial vehicles (including trucks other than those primarily intended for personal passenger use, which have installed ladder racks, and/or are capable of towing more than 7,500 pounds), commercial equipment; mobile homes, campers, and similar recreational vehicles; racing automobiles; boats, and other watercraft; or trailers is prohibited in places other than enclosed garages; except that construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot. Notwithstanding same, in the event that a natural disaster has caused significant

damage to a Lot, with the written approval of the Board, that Lot Owner shall be allowed to park a recreational vehicle for use as temporary shelter for a time period not to exceed ninety (90) days.

Section 9.5 Animals/Pets. No animals which are considered livestock or poultry may be kept on a Lot. Common domesticated household pets, including ornamental birds kept in cages, are permitted provided that they are not kept outside and/or bred or maintained for commercial purposes. Pets shall be registered, licensed, and vaccinated as required by law, and shall not be kept in such a number or manner which constitutes a nuisance to the neighboring Lots, including, but not limited to creating excessive noise. When outside of the residence or its fence, pets shall be kept on a leash in accordance with Sarasota County Ordinances, and the person walking the pet shall clean up its waste in a sanitary manner. Pets are not permitted on individual Lots unless permitted by individual Lot Owners, and shall not make a disturbance on any Lot or in the Common Areas. Pets which make unusual and/or excessive noise; endanger the health or safety of, and/or constitute a nuisance or inconvenience to the occupants of other Lots and/or the Property; shall be removed upon request of the Board.

Section 9.6 Signs. Lot Owners are prohibited from installing signs, except that when a Lot is actively listed for sale, a "For Sale" sign in a size no larger than twenty-four inches by twenty-four inches (24" by 24") is permitted. All such signs must be professional (either purchased from a store or created by a sign professional) and in excellent condition. The Association may install temporary promotional signs on a Lot or in the Common Area in its discretion, including, but not limited to, signs which announce that a Lot has been designated as a "Yard of the Month," "Best Yard," winner of a holiday decorating contest, or other such similar designations. The Association shall also have the authority to install temporary signs on a Lot or in the Common Area which notice an Association meeting or Association business in the discretion of the Board.

Section 9.7 Flags and Flagpoles. No flag may be kept or placed upon any Lot so as to be visible from public view, except that as permitted by law, a Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and a half feet (4 1/2') by six feet (6'), which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. A Lot Owner may additionally erect a freestanding flagpole no more than twenty feet (20') high on any portion of the Lot, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Sarasota County noise and lighting ordinances and all setback and locational criteria contained in this instrument.

Section 9.8 Window Treatments and Coverings. Tinted or reflective material may be installed on windows of a residence. Occupants shall not install aluminum foil on any windows or glass doors of a residence. Windows shall not be covered by wooden boards unless such boards are installed temporarily for protection from hurricanes or tropical storms. All windows and window treatments shall be maintained in good condition. Notwithstanding same, in the event of a natural disaster, the Board may temporarily waive the requirements stated in this Section in its discretion.

Section 9.9 Air Conditioning Units. Only central air conditioning units are permitted; no window or wall mounted air conditioning units are permitted.

Section 9.10 Garbage and Recycling Containers. Garbage and recycling containers may be placed out for collection no earlier than 5:00 p.m. on the day prior to pickup and must be put away out of view no later than 10:00 a.m. the day after pickup. Except when timely placed out for collection, all garbage and trash containers, recycling containers, and oil or gas tanks must be stored in a manner so as not to be visible from the street. As such, such items must either be stored in the garage of the residence or kept within a fenced or hedged enclosed area adjacent to the rear or side of the residence. Any such enclosed area must be approved by the ARC as provided in Article VIII, above. Notwithstanding same, in the event of a natural disaster, the Board may temporarily waive the requirements stated in this Section in its discretion.

Section 9.11 Watering of Lawns. All Lot Owners shall follow governmental restrictions of the use of water for watering their lawns.

Section 9.12 Nuisances, Hazards, and Annoyances. No nuisances shall be permitted within the Association, and no use or practice which is an unreasonable source of annoyance to the residents within the Association or which shall interfere with the peaceful possession and proper use of the Association by its residents shall be permitted. No offensive, hazardous, or unlawful action shall be permitted. No flammable, explosive, or other dangerous fluid, chemical, or substance shall be kept on a Lot other than for common household use.

Section 9.13 Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with this Declaration and any Rules and Regulations created pursuant to same, and shall be responsible for all violations of such documents, as well as any damage and losses they cause to the Common Areas, notwithstanding that such persons are also personally liable for such violations.

Section 9.14 Rules and Regulations. The Association, through the Board, shall have the right to promulgate and impose Rules and Regulations of the Association, and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Lots and the Common Areas.

Article X **Covenant Enforcement**

Section 10.1 Enforcement. Subject to statutory pre-suit mediation requirements provided in Chapter 720, Florida Statutes, these covenants and restrictions may be enforced by the Association, or by any Lot Owner by filing an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 10.2 Violations. The failure of a Lot Owner, or any family member, guest, invitee, or tenant of a Lot Owner, to comply with this Declaration and/or any Association Rules and Regulations shall be ground for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner's liability under applicable law. The offending Owner shall be responsible for all costs of enforcement including reasonable attorney's fees and costs.

Section 10.3 Fines and Other Enforcement Options Identified in Florida Statutes Section 720.305. Florida Statutes Section 720.305, as amended, identifies several enforcement options that are available to the Association, including fines, the suspension of use rights of the Common Areas, and/or the suspension of voting rights. To the maximum extent permissible by law, a fine or fines may be imposed upon a Member by the Board for failure of a Member, or that Member's family member, guest, invitee, or tenant to comply with the Association's Governing Documents, by following the procedures provided in Section 720.305, Florida Statutes, as amended. The Board may impose a fine not in excess of one hundred dollars (\$100) per day. For a violation of a continuing nature, the Board may impose a fine for each day of a continuing violation, not to exceed, but may equal, one thousand dollars (\$1,000) in the aggregate. Any fine levied by the fining committee against a Member shall be a Special Assessment applicable to the Member's Lot.

Section 10.4 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.

Section 10.5 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 anyone 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.

Article XI **Assessments**

Section 11.1 Lands Subject to the Association's Assessment. All of the Lots owned by Mandatory Lot Owner Member are subject to a lien for the Assessments and any Special Assessments as described in this Declaration.

Section 11.2 Assessments. Each Assessment shall be the personal obligation of each Mandatory Lot Owner Member. The annual Assessment and any Special Assessment levied pursuant to Section 11.3, below, shall be calculated at a uniform rate for all Mandatory Lot Owner Members.

Section 11.3 Special Assessments. In addition to the annual Assessment, the Association may levy Special Assessments against Mandatory Lot Owner Members to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment shall require the affirmative vote of a majority of the Board, and shall be payable by the Mandatory Lot Owner Members in such manner and at such times as determined by the Board. A Special Assessment may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

Section 11.4 Interest and Late Fees. The annual Assessment shall be paid by each Mandatory Lot Owner Member on the first day of January. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Member a late fee of ten percent (10%) of the amount of the Assessment, or twenty-five dollars

(\$25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law, from the due date until paid. No payment by check is deemed received until the check has cleared.

Section 11.5 Lien for Assessments. The Association has a lien on each Mandatory Lot Owner Members' Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees, costs, and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County, and has superior rights over creditors and junior mortgages, as provided in Florida Statutes Section 720.3085, as amended. Upon payment in full of all sums secured by the lien, the Association shall record a satisfaction of the lien.

Section 11.6 Collection and Foreclosures. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Mandatory Lot Owner Member shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including, but not limited to reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien.

Article XII **Amendments to the Declaration**

Section 12.1 Vote Required. This Declaration may be amended at any time by a majority, affirmative vote by written ballot of the Association's Lot Owners, at the Annual Meeting or at any special meeting, who are present, in person or by Proxy, at which a quorum of thirty percent (30%) of the Lot Owners has been attained. Upon successfully obtaining the approval required herein, the Declaration amendment along with a duly executed certificate of amendment shall be recorded in the Public Records of Sarasota County, Florida. Upon the recording of the amendment and certificate of amendment in the Public Records, the amendment shall be legally effective.

Section 12.2 Restrictions on Amendments. No amendment shall discriminate against any Lot Owner or class or group of Lot Owners, unless the Lot Owners so affected join in the execution of the amendment. No amendment shall be made which is in conflict with Florida law or this Declaration.

Section 12.3 Correction of Errors. Amendments for correction of scrivener's errors may be made by the Board without requiring the approval of the Lot Owners.

Article XIII **Additional Provisions**

Section 13.1 Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants

running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument. In the event of any conflict between the Articles and the Bylaws and/or this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

Section 13.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any Section or other provisions of this Declaration, the Articles, or Bylaws shall not affect the validity of the remaining portions.

Section 13.3 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.

Section 13.4 Reference in Deed and Contract. Any deed or contract pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot or Parcel in the Isles shall be subject to the provisions of this Declaration even though it is not specifically referenced in the document.

Section 14.5 Term. To maintain the covenants and rules of this document, the Association shall timely act in accordance with Florida Statutes Chapter 712, "Marketable Record Titles to Real Property," as amended.

[SEE CERTIFICATE FOR SIGNATURE PAGE]