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**AMENDED AND RESTATED DECLARATION OF COVENANTS  
AND RESTRICTIONS OF EAST VILLAGE**

*[Substantial Rewording of the Declaration of Covenants and  
Restrictions of East Village. See Original Declaration  
and prior amendments for previous text]*

**Article I  
Introduction and Submission**

Section 1.1 The Property and Submission Statement. Gulfstream Land & Development Corp., a Delaware corporation authorized to do business in the State of Florida, (hereinafter "Developer") owned the fee simple title to certain real property and improvements in Sarasota County, Florida which is commonly known as the East Village Community, and is more particularly described as follows:

**EXHIBIT "A"**

hereinafter referred to as the "Property." The Property is subject to the original Declaration of Covenants and Restrictions of East Village, recorded in Official Records Book 1646, Pages 93, et seq., of the Public Records of Sarasota County, which provide that it is governed by East Village Master Association, Inc. (hereinafter "Master Association") as an overall master association.

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 Declaration of Covenants and Restrictions of East Village, recorded in Official Records Book 1646, Pages 93, et seq., of the Public Records of Sarasota County.

Section 1.3 Identity. The name by which the Property is identified is the East Village Community. The East Village Community is governed by this Amended and Restated Declaration, as well as the Articles of Incorporation and Bylaws that are attached hereto as Exhibits "B" and "C," respectively.

**Article II  
Definitions**

Unless the context expressly provides otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants and Restrictions of East Village, Articles of Incorporation, or the Bylaws.

Section 2.1 Board means the Board of Directors of the Master Association.

Section 2.2 Condominium Association means a non-profit corporation which has been formed to administer a declaration of condominium affecting any portion of the Property, and whose members consist of Owners of any property affected by such declaration.

Section 2.3 Homeowners Association means a non-profit corporation, other than the Master Association, which has been formed to administer a declaration of covenants and restrictions or similar declaration affecting any portion of the Property, and whose members consist of Owners of any property affected by such declaration.

Section 2.4 Owner means the record owner(s) of the fee title to any Lot or Unit within the Property.

Section 2.5 Lot shall mean and refer to a plot of land shown and identified upon any plat or replat of the Property or any portion thereof made subject to this Declaration, which is intended for use of one residence, together with any dwelling or structure located on such Lot.

Section 2.6 Unit shall mean and refer to a condominium unit shown and identified upon any plat or replat of the Property or any portion thereof made subject to this Declaration, which is intended for use of one residence.

For ease of reference, a Clarification of Terms, Authority and Responsibilities is attached hereto as Exhibit "D."

All capitalized terms which are not defined herein shall have the meaning ascribed to such terms in the Master Declaration.

### Article III Common Areas

Section 3.1 Definition Of The Common Areas. The Common Areas shall include any property owned by the Master Association for the benefit, use, and enjoyment of the Members of the Master Association. The Common Areas include clubhouses, recreational areas, pool facilities, tennis courts, shuffleboard courts, ponds, entranceways, parks, parking areas and common open space, and any other areas set aside for the benefit of all Members.

Section 3.2 Ownership, Use and Maintenance of Common Areas. The Association shall retain ownership of the Common Areas for the use and benefit of the Members and their respective guests and invitees, and any other persons authorized to use the Common Areas by the Master Association, and shall maintain at its expense all portions of the Common Areas. Every Lot and Unit Owner shall have the nonexclusive right to use Common Areas in accordance with the following provisions:

- a. In the event that lakes, ponds and/or drainage control devices on the Property that are a part of Common Areas impact more than one of the

Homeowners Associations or Condominium Association Members, the Master Association shall have the right to control the maintenance of same. The Master Association shall additionally have the right to control the maintenance of all lakes, ponds and/or drainage control devices that are part of the Common Areas when such areas are not being maintained by a Homeowners Association or the Condominium Association Member. No discharge of any material, other than natural surface drainage in accordance with the Master Association's drainage designs and plans, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by the Master Association. These provisions regarding Master Association approval shall not affect the Master Association's or the Lot and Unit Owners' obligations to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by the Master Association may be given.

- 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 Lot and Unit Owners.
- d. No part of the Common Areas shall be used for hunting or the discharge of firearms or other weapons, motorcycling, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect drainage of the Common Areas. No improvements or structures other than those built by or approved by the Master Association shall be constructed on the Common Areas.
- e. Portions of the Common Areas may be designated by the Master Association as preservation areas. Lot and Unit Owners shall not use these preservation areas in a manner that will constitute a threat to the natural vegetation within the preservation areas.

Section 3.3 Membership Fees for Recreational Facilities. The Board shall have the right, in its sole discretion, to impose an optional membership and/or use fee which each Owner will be required to pay in order to be entitled to use all or any recreational facilities within the Common Areas. The Board shall further have the right, in its sole discretion, to impose an additional membership and/or use fee which each guest or invitee of an Owner will be required to pay in order for such guest or invitee to use all or any recreational facilities. The Board shall also have the right to impose a membership and/or use fee upon any other person authorized by the Master Association to use all or any of the recreational facilities. This Section shall specifically not

apply to any recreational facility within the Property which is part of the Common Elements of a Condominium or which is owned or operated by a homeowners association.

Section 3.4 Grant and Modification of Easements. The Master Association shall have the right to grant, modify or terminate easements over, under, upon and/or across any property owned by the Master Association and shall have the further right to modify, relocate or terminate existing easements in favor of the Master Association.

Section 3.5 Utility and Service Rights. The Master Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities for cable, communication, sewer, water, gas, drainage, irrigation, lighting, television transmission, telephone, security, garbage and waste removal, emergency services, and other such purposes, subject to such conditions as may be agreed to by the Board.

Section 3.6 Additions, Alterations or Improvements. The Master Association shall have the right to make additions, alterations or improvements to the Common Areas, 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 or personal property shall in any calendar year exceed \$50,000, then such additions, alterations or improvements shall not be made without the approval of two-thirds (2/3rds) of the votes of the Members. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated with same. The cost and expense of any such additions, alterations or improvements to the Common Areas shall be a Common Expense.

#### Article IV Association

Section 4.1 Voting Membership in Association. Voting Members in the Master Association are as follows:

a. Homeowners or Condominium Association Member. Each homeowners association and condominium association within the Property shall be a voting Member in the Master Association, as long as such association is an actively registered corporation with the State of Florida. Lots and Unit Owners residing within a homeowners association or condominium which are active corporations filed with the State of Florida shall not be Members of the Master Association.

b. Owner Member. In the event that a parcel within the Property is not subject to the declaration of a homeowners or condominium association which is not an active corporation registered with the State of Florida, then the Owner(s) of such parcel shall be an Owner Member in the Master Association.

Section 4.2 Membership Voting Rights. The voting rights of the Members are as follows:

a. Homeowners or Condominium Association Member. Each Homeowners Association and Condominium Association Member shall have a number of votes equal to the number of Lots or Units within its association.

b. Owner Member. Owner Members are entitled to one (1) vote for each parcel.

Section 4.3 Current Lists of Lot and Unit Owners. Upon request by the Master Association, the Homeowners or Condominium Association Member shall provide it with the names and addresses of all Owners which are members of such Association.

Section 4.4 Powers of the Master Association. The Master Association has been organized to operate, maintain, manage and improve the Common Areas of the East Village Community and to enforce the provisions of this instrument. Such enforcement rights in no manner serves to delay or bar a Homeowners Association or Condominium Association Member from enforcing the terms of their own governing documents. The Master Association, in addition to these powers and duties and any powers set forth in its Articles of Incorporation or given to it by law, shall have the power and duty to levy and collect assessments as provided in this instrument.

## Article V Assessments For Common Expenses

Section 5.1 Common Expenses. The Common Expenses are all expenses properly incurred by the Master Association, including but not limited to the following:

- a. Expenses incurred in connection with any Common Area, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements and alterations.
- b. Expenses of obtaining, repairing or replacing personal property in connection with any Common Area, or in connection with the performance of the Master Association's duties.
- c. Expenses incurred in connection with maintaining, repairing and improving landscaping, sprinkler systems, structures and other improvements in, under or upon any Common Area for which the obligation to maintain, repair and improve has been designated and accepted by the Board from time to time.
- d. Expenses incurred in connection with the administration and management of the Master Association.

Section 5.2 Responsibility to Pay Assessments. Each Member shall be responsible for the payment of Assessments for Common Expenses to the Master Association as provided in this instrument and the Articles of Incorporation.

Section 5.3 Property Subject to Assessment. Each platted Lot and Condominium Unit within the Property is subject to the Assessments of the Master Association.

Section 5.4 Budget for Annual Assessments for Common Expenses. Prior to the beginning of each calendar year, the Board shall adopt a budget which shall estimate all of the Common Expenses to be incurred by the Master Association in the next calendar year. In making this determination, the Board may take into account Common Areas and additions to the Property. The Board shall then establish the Assessment for Common Expenses per Lot, Unit and parcel within the Property, 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, Units and parcels within the Property. The Master Association shall then promptly notify all Members in writing of the amount, frequency and due dates of the Assessments.

From time to time during the fiscal year, the Board may modify the budget, and pursuant to such revised budget or otherwise, may upon written notice to the Members, change the amount, frequency and/or due dates of the Assessments. If the expenditure of funds is required by the Master Association in addition to funds produced by the Regular Assessments for Common Expenses, the Board may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for Regular Assessments for Common Expenses and shall be payable in the in the manner determined by the Board as stated in the notice provided to the Members of any Special Assessment for Common Expenses.

In the event any Assessments for Common Expenses are made payable in such periodic payments as provided in the notice from the Master 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: 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 the Master Association notifies the Member in writing of a change in the amount and/or frequency of the periodic payments.

Section 5.5 Reserves. The Board may establish reserve accounts in reasonable amounts and in such categories as are determined by the Board for deferred maintenance repair and replacements, including maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Association. All amounts collected as a reserve shall be held in trust for the purposes of which such funds are allocated for and shall not be commingled with any other funds of the Association.

Section 5.6 Payment of Assessments for Common Expenses. On or before the date each Assessment for Common Expenses is due, each Homeowners or Condominium Association Member shall be required to pay to the Master Association an amount equal to the Assessment for Common Expenses, per Lot or Condominium Unit, multiplied by the number of Lots or Condominium Units within the Property subject to the declaration of Member. Similarly, on or before the date each Assessment for Common Expenses is due, each Owner Member shall be required to pay to the Master Association an amount equal to the Assessment for Common Expenses for each parcel owned by that Member.

Section 5.7 Delinquent Payments of Assessments for Common Expenses. In the event that an Association Member does not pay any Assessment for Common Expenses for more than ten (10) days after such Assessment is due, the Master Association may impose a late fee as allowed by law. Any unpaid Assessments shall bear interest from the date of delinquency until

paid at the highest rate allowed by Florida law, or such lower rate as the Master Association may determine from time to time.

Section 5.8 Acceleration of Assessments for Common Expenses. In the event that an Association Member does not pay any Assessment for Common Expenses for more than ten (10) days after such Assessment is due, and notice has been provided to the Member and/or Lot or Unit Owner that the Assessment is delinquent, the Master Association shall have the right to accelerate the due date of the entire unpaid balance of either or both of the Assessments for Common Expenses and all Special Assessments for that fiscal year as if the balance had originally been due on the date of the notice that the Assessment was delinquent. The Master Association's Claim of Lien for accelerated Assessments for Common Expenses shall secure payment of the entire accelerated obligation, together with interest on the entire balance, any costs incurred by the Master Association, attorneys' fees and costs incurred incident to any step of the collection process, whether or not a Claim of Lien has been recorded or commences a foreclosure action against the Lot or Unit Owner. The right to accelerate is exercised by sending to the delinquent Member and/or Lot or Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Member and/or Lot or Unit Owner's last known address, and shall be deemed given upon mailing of the notice. The notice may be given as part of the notice of intent to foreclose or may be sent separately.

Section 5.9 Collection of Assessments for Common Expenses. In the event that a Member or Lot or Unit Owner fails to pay any Assessment for Common Expenses within forty-five (45) days after the delinquency date, the Master Association may, in addition to any other remedies it may have, bring an action against the Member or Lot or Unit Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment, late fees and any interest, all costs and attorneys' fees incurred in collecting the Assessment.

Section 5.10 Lien for Assessments for Common Expenses and Special Assessments. The following provisions are made to establish an alternate or cumulative means to enforce collection of Assessments for Common Expenses and any Special Assessments:

- a. If the Assessment is not paid when due, the Master Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. This lien shall attach only upon recording of a Claim of Lien in the Public Records of Sarasota County. The Claim of Lien secures all unpaid Assessments coming due prior to a final judgment of foreclosure, as well as interest, late fees, any costs incurred by the Master Association, and attorneys' fees and costs incurred during all portions of the collection process of the Assessments, regardless of whether the Master Association actually commences a foreclosure action against the Member and/or Lot or Unit Owner. Upon full payment, the Member and/or Lot or Unit Owner is entitled to a satisfaction of the Claim of Lien.
- b. The Master Association may enforce the Claim of Lien by a foreclosure action in the same as a mortgage or in any other manner permitted by the laws of the State of Florida. If the Master Association commences an action to foreclose the Claim of Lien, it shall be entitled to recover all costs, expenses and attorneys' fees incurred in preparation for and in

bringing the action, and all costs, expenses and attorneys' fees shall be secured by the Claim of Lien.

- c. A Claim of Lien filed by the Master Association on a Homeowners Association or Condominium Member as to property operated by such Member shall specifically extend to all property subject to that Member's declaration, including any Lots or Units. However, any Lot or Unit Owner shall be entitled to a release of the Claim of Lien as to that Owner's Lot or Unit upon payment to the Master Association of a percentage of the total amount secured by the Master Association's Claim of Lien, which percentage shall be equal to such Lot or Unit Owner's share of amounts owed to the Master Association by the Member and the costs of the Master Association associated with preparing and recording a partial release of the Claim of Lien.
- d. All rights and remedies of the Master Association in this section are cumulative of any other rights and remedies it may have pursuant to this instrument or by law.

## **Article VI**

### **Architectural Control**

**Section 6.1 Purpose.** Architectural control will be exercised over all buildings, structures and improvements to be placed or constructed on the Property for the purpose of ensuring that the East Village Community is a community of high standards and aesthetic beauty. The Master Association shall have the right to control all architectural aspects of any improvements constructed on the Property, including, but not limited to, height, sight planning, set-back requirements, open space, exterior design, color schemes, landscaping, waterscaping, and aesthetic criteria, to the end that the entire Property may be developed as a high-quality residential community with each portion complementing the other portions.

**Section 6.2 Members and Owners to Obtain Approval.** Each Member and Owner covenants and agrees that no building, fence, wall, tennis court, swimming pool, patio area, driveway, landscaping, antenna, sign, mailbox, 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 the Property, nor shall the elevation of the Property be changed, nor shall any plans or specifications have been submitted to and approved by the Member Associations. In the event that a Member Association denies approval, Owners may submit the plans and specifications to the Master Association, which shall make a final decision which shall be binding on the Owners and the Member Association. Said plans and specifications to be submitted shall fully describe in detail the improvements to be made including, but not limited to, all materials, equipment, and colors to be used. If the Master Association, in its sole discretion, deems such plans and specifications insufficient, it may require further detailed plans and specifications.

**Section 6.3 Approval of Plans and Specifications.** The Master Association has the right to approve or disapprove the plans and specifications on any reasonable grounds. Approval shall

not be unreasonably withheld, and architectural control shall not be applied in a discriminatory manner or to unreasonably prohibit the reasonable development of the Property. Notwithstanding, the Master Association shall have the complete discretion to approve or disapprove any plans and specifications on the grounds of exterior aesthetics.

The Master Association shall approve or disapprove any plans or specifications in writing within thirty (30) days after they have been submitted for approval, unless the Master Association requests further information, in which case the thirty (30) days shall be tolled until that information is provided to the Master Association. In the event that the Master Association does not timely approve the plans and specifications as provided in this Paragraph, such plans and specifications shall be deemed to have been approved, and on request, the Master Association shall provide written notice of such approval. Any approval of plans or specifications which is conditioned on changes being made to same shall be deemed a disapproval until such time as the plans and specifications are resubmitted to reflect the changes requested. The Member and/or Lot or Unit Owner who submitted the plans or specifications for approval must make the improvements or repairs in strict compliance with the plans and specifications submitted and approved or deemed to have been approved.

Section 6.4 Completion of Structures. All structures and improvements being built by Lot Owners must be approved by the Association and substantially completed in accordance with the approved plans and specifications within twelve (12) months after the commencement of construction, except that the Board may grant extensions for good cause shown, including those circumstances in which the Lot Owner has made a good faith, diligent effort to complete construction, or if construction is impossible as a result of matters beyond the control of the Lot Owner, such as strikes, casualty losses, national emergencies, or acts of God.

Section 6.5 Effect on Homeowners Association and Condominium Members. The Master Association shall have the right to exercise architectural control pursuant to this Article notwithstanding the fact that a Homeowners Association and Condominium Member is also granted the right to exercise, and is exercising, architectural or similar control pursuant to a declaration of restrictions, declaration of condominium or similar document recorded with respect to the Property.

Section 6.6 No Waiver of Future Approvals. The approval by the Master Association of any plans and specifications for any improvements or repairs done or proposed shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar plans or specifications subsequently or additionally submitted for approval or consent.

Section 6.7 No Liability. No review or approval by the Master Association of any plans and specifications shall imply or be deemed to constitute any liability for the design or construction of the building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of the Master Association's review is limited solely to whether the respective plans and specifications meet certain requirements, standards and guidelines relating to aesthetic and the harmony and compatibility of proposed improvements in the East Village Community. No review or approval will be for any other purpose, and will create no liability whatsoever of the Master Association.

Section 6.8 Compliance. Any Member and/or Lot or Unit Owner shall be responsible for any contractor, subcontractor, agent, employee or other invitee who fails to comply with the terms and provisions of this Article.

## Article VII Use Restrictions and Maintenance

Section 7.1 Use Provisions. The East Village Community 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 and Unit Owners and shall also supply to all occupants, tenants and visitors of any Lot or Unit. Every Lot and Unit Owner shall cause all occupants of his/her/its Lot or Unit to comply with this instrument, and the Bylaws and shall be responsible for all violations and losses to the Master Association caused by such occupants, notwithstanding the fact that such occupants of a Lot or Unit are also fully liable for such violations.

Section 7.2 Business Use. No trade or business may be conducted in or from any Lot or Unit, except that a Lot or Unit Owner or occupant residing upon a Lot or Unit may conduct business activities within the Lot or Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot or Unit; (2) the business activity conforms to all zoning and license requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (4) the business 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.

Section 7.3 Portable Buildings. No portable buildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Property for storage or otherwise without the prior written consent of the Master Association.

Section 7.4 Clotheslines. No clotheslines or clothes poles shall be erected, maintained or permitted on Lots without the prior written consent of the Master Association. All clotheslines and clothes poles on Lots shall be located in the rear yard of a Lot, and shall be screened from view of any neighboring parcels of land in the East Village Community by landscape buffering. Clotheslines shall be of a color, style and construction compatible with the adjacent residences. Clotheslines in a Condominium Unit shall be governed by the Condominium Association governing that Unit.

Section 7.5 Signs. No political sign, or advertising or commercial sign shall be posted, displayed, inscribed, or affixed to, or be visible from the exterior of a Lot or Unit, or upon any Property, without the prior written consent of the Master Association. Notwithstanding, signs advising that a residence has an alarm or other security system, and signs advising firefighters or law enforcement as to the number and/or special circumstances of the occupants and pets in the residence are permitted.

Section 7.6 Flags and Flagpoles. No flag may be kept or placed upon any Lot so as to be visible from public view except that 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 (4 ½) feet by six (6) feet, 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 (20) feet 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. Flags in a Condominium Unit shall be governed by the Condominium Association governing that Unit.

Section 7.7 Animals and Pets. Residents may maintain common household pets within the confines of the Lot or Unit. Pets, that in the sole discretion of the Master Association, endanger the health and safety of other residents, their guests and invitees, make objectionable noise, or constitute a danger, nuisance, or inconvenience to the residents of other Lots, shall be removed upon the request of the Board. The Master Association has the authority to adopt additional rules and regulations regarding pets, including, but not limited to, the right to prohibit non-Lot and non-Unit Owners from maintaining pets and prohibiting pets from all portions of the Common Areas. Vicious or threatening behavior or free-running pets shall be considered a nuisance and a Lot or Unit Owner, by the purchase of a Lot or Unit, agrees to hold the Master Association harmless against any loss or liability of any kind arising from having any animal on any portion of the Property.

Section 7.8 Nuisances and Hazards. No nuisances shall be allowed upon the 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 Property. No improper, offensive or unlawful use shall be made of the Property, and all laws, zoning ordinances and regulations or all controlling governmental bodies shall be observed.

Section 7.9 Lakes and Canals. The use of any lake within the Property shall be subject to all rules, regulations and restrictions adopted by the Board concerning same. No swimming or boating is allowed in any such lake unless and except as expressly permitted pursuant to any such rules, regulations and restrictions adopted by the Board.

Section 7.10 Vehicles. Only automobiles, small trucks, vans and sport utility vehicles primarily used as passenger vehicles may be parked within the Property. Boats and non-commercial vehicles which are too large to fit within a garage are prohibited from parking within the community. Commercial vehicles are not allowed to be parked on the Property unless such parking is temporary for maintenance, delivery, construction, or other commercial service being provided. Other than commercial vehicles which are temporarily within the community for delivery, construction, or other commercial purpose, no excessively loud vehicles are to be driven within the community. No commercial vehicles are permitted to park on the Property overnight without the written permission of the Master Association. No inoperable vehicles or vehicles without a current license tag may be parked on the Property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the Property.

Section 7.11 Towers, Aerials, Cables and Electric Emissions. Unless approved by the Master Association in writing, no towers, antennas, aerials or overhead wires or cables shall be permitted on the Property. 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 the East Village 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.

Section 7.12 Landscaping. All Property shall be tastefully landscaped, and shall be sodded or otherwise landscaped in a manner which complies with Florida-friendly landscaping rules and recommendations. Lot Owners shall promptly replace dead and/or diseased sod or other covering, plants, shrubs or flowers. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, irrigation, and weed, insect and disease control. Fertilization of a Lot shall be performed as permitted by Sarasota County and all other governmental bodies governing the Property.

Section 7.13 Trash. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Property except in closed dumpsters or other sanitary garbage collection facilities. All dumpster and garbage facilities and recycle 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. Private trash containers and recycle bins shall not be placed on the street for collection for more or later than twenty-four (24) hours prior to or after collection.

Section 7.14 Rules and Regulations. The Master Association may make and amend reasonable rules and regulations concerning the maintenance and use of the Property in the manner provided by this instrument, the Articles of Incorporation and the Bylaws.

Section 7.15 Additional Restrictions. Nothing contained herein shall prohibit the Member Associations from imposing restrictions in addition to or more restrictive than the restrictions contained in this instrument; however, any such restrictions shall not be effective to permit that which is expressly prohibited from the restrictions contained herein.

Section 7.16 Right of Master Association to Grant Variances. The Master Association has the right and discretion to grant variances from the obligations of Sections 7.1 through 7.15 above in cases where not to grant such variance would create hardship in the opinion of the Association or where such variances would be in keeping with the spirit and intent of this instrument or would be such as to not adversely affect any neighboring Lot Owners or the East Village Community as a whole. A Lot or Unit Owner only need apply for such a variance in the event that a Member Association denies the Owner's request for same. Such variances, if granted, shall be granted upon the written application of the Lot or Unit Owner setting forth in detail the variance required and reasons for it. Any such variance, if granted, shall be granted by the Master Association in writing and shall be strictly complied with by the applicant. To become effective, all such variances must be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida.

## **Article VIII**

### **Maintenance**

Section 8.1 General Required Maintenance. Except for portions of the Property to be maintained by the Master Association as elsewhere provided, all buildings and other improvements existing under, upon or over the Property shall at all times be maintained 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 Property.

Section 8.2 Buildings and Other Improvements. All buildings and other 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 or improvement.

Section 8.3 Sidewalks, Roads and Parking Areas. All sidewalks, roads, streets, driveways, parking areas and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired or replaced. All stripping, including, but not limited to, parking spaces, traffic lanes and directional markings, within any road, street, or parking area, shall be repainted as necessary, so that same will be clearly visible at all times.

Section 8.4 Owners Responsibility for Maintenance. The Owner of any Lot or Unit is responsible for complying with the provisions of this Article with respect to such Lot or Unit.

Section 8.5 Homeowners and Condominium Association Responsibility for Maintenance. Each Homeowners Association and Condominium Association within the Property shall be responsible for complying with the provisions of this Article with respect to all of the Property governed by that Association, notwithstanding the fact that an Owner of any portion of the Property may also be responsible for such compliance with respect to the Lot or Unit owned by such Owner.

Section 8.6 Master Association. The Master Association shall repair and improve all Common Areas. In addition, the Master Association shall have the right to assume the obligations to operate and/or maintain any Property which is not owned by the Master Association if the Board, in its sole and absolute discretion, determines that the operation and/or maintenance of the Property by the Master Association would be in the best interests of the residents of the Property. In such event, the Master Association shall so notify the Owner, Homeowners Association or Condominium Association otherwise responsible for such operation or maintenance, and thereafter the Property shall be operated and/or maintained by the Master Association until the Board determines no longer to assume the obligation to operate and/or maintain the Property and so notifies the Owner, Homeowners Association or Condominium Association in writing.

Without limitation, the Master 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 Property, and any landscaping, sprinkler systems, sidewalks, paths or other improvements, in or within fifteen (15) feet of any public road right-of-ways within the Property. To the extent the Master Association assumes the obligation to operate and/or maintain any Property which is not owned by the Master Association, the Master Association shall have the right to enter upon such Property in

connection with the operation and/or maintenance of same, and no such entry shall be deemed a trespass.

## **Article IX**

### **Covenant Enforcement**

**Section 9.1 Enforcement.** Subject to statutory pre-suit mediation requirements provided in Chapter 720, Florida Statutes, these covenants and restrictions may be enforced by the Master Association or by any other Homeowners Association or Condominium Association within the Property and/or Lot or Unit 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, both at the trial and the appellate levels.

**Section 9.2 Violations.** Failure of a Homeowners Association or Condominium Association within the Property and/or Lot or Unit Owner or any family member, guest, invitee or tenant of a Lot or Unit Owner to comply with such restrictions, covenants or 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 Homeowners Association or Condominium Association within the Property and/or Lot or Unit Owner's liability under applicable law. The offending Homeowners Association or Condominium Association within the Property and/or Lot or Unit Owner shall be responsible for all costs of enforcement including reasonable attorney's fees and costs, both at the trial and the appellate levels.

**Section 9.3 Fines on Owners.** In addition to all other remedies, and to the maximum extent permissible by law, in the sole discretion of the Board, a fine or fines may be imposed upon a Lot or Unit Owner for failure of a Lot or Unit Owner, family member, guest, invitee or tenant to comply with any covenant, restriction, rule or regulation, by following the procedures provided below:

- a. The Association shall notify the Lot or Unit Owner of the alleged infraction(s). Included in the notice shall be the date and time of a meeting of the fining committee (hereinafter "the Fining Committee") as set forth herein, at which time the Lot or Unit Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.
- b. A fine may not be imposed without providing the Lot or Unit Owner an opportunity for a hearing before the Fining Committee. The Fining Committee shall consist of at least three (3) Lot or Unit Owners who are not 1) related to the Lot or Unit Owner given the notice, 2) a complainant against same with respect to the matter for which a fine is proposed, 3) reasonably believed to be objective in the reasonable judgment of the Board, or 4) who are Officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee.

- c. The Fining Committee shall hear reasons why a fine(s) should or should not be imposed. If the Fining Committee does not approve the fine by a majority vote, it may not be imposed. If the Fining Committee recommends the imposition of a fine, the Board may establish the amount of the fine at a duly noticed meeting and written notice of the amount of the fine should be sent to the Lot or Unit Owner with a deadline for payment.
- d. For the first non-compliance or violation, the Board may impose a fine not in excess of one hundred dollars (\$100.00). For subsequent non-compliance or a violation of a continuing nature, the Board may impose a fine for each day of a continuing violation, not to exceed (\$1,000.00) in the aggregate. A single notice and opportunity for hearing is sufficient to comply with notice requirements, even though a Lot or Unit Owner may have subsequent violations of the same nature of such violations may be of a continuing nature.
- e. Fines shall be paid not later than ten (10) days after giving notice of the imposition of the fine in question.

#### **Article X** **Amendments to the Declaration**

**Section 10.1 Vote Required.** This Declaration may be amended at any time by the approval of not less than two-thirds percent (2/3rds) of the votes of the voting Membership (all Association Members and any Owner Members as defined in Article IV of the Articles of Incorporation). Notice of the subject matter or proposed amendment shall be included in the notice of the meeting at which the proposed amendment is considered.

**Section 10.2 Correction of Errors.** Amendments for correction of scrivener's errors or other non-material changes may be made by the Board without the consent of the Members.

#### **Article XI** **Additional Provisions**

**Section 11.1 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.

**Section 11.2 Term.** These covenants and restrictions shall remain in force and in effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless ninety (90%) of the Members and their respective first institutional mortgagees execute and record in the Public Records of Sarasota County, Florida an instrument specifically rejecting a subsequent renewal.

Section 8.3 Severability. The invalidity in whole or in part of any covenant or restriction, or any Section or other provisions of this Declaration, the Articles of Incorporation, or Bylaws of the Association shall not affect the validity of the remaining portions.

Section 8.4 Titles. The various titles of the Articles and Sections herein have been used solely for reference and do not in any way affect the construction, interpretation or meaning or any word, clause, paragraph or subparagraph of this Declaration.

**[SEE CERTIFICATE FOR SIGNATURE PAGE]**

**EXHIBIT "A"**

**A DESCRIPTION OF A PORTION OF JACARANDA WEST  
P.U.D. II, LYING NORTH OF THE CONSERVATION  
AND RECREATION AREA**

A parcel of land lying in Section 23, Township 39, South, Range 19, East, Sarasota County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 23, thence along the Westerly line of said Section 23, South  $00^{\circ}43'20''$  West, (on an assumed bearing) 350.00 feet to the POINT OF BEGINNING, thence along a line, lying 350.00 feet Southerly of and parallel with the Northerly line of said Section 23, thence along the previously described line South  $88^{\circ}59'48''$  East, 5317.25 feet to a Point on the Easterly line of said Section 23, thence along the Easterly line of said Section 23, South  $00^{\circ}42'27''$  West, 6192.07 feet to a Point on the Westerly line of said Section 23, thence along the Westerly line of said Section 23, North  $00^{\circ}43'20''$  East, 4268.83 feet to the POINT OF BEGINNING and containing 325.8561 Acres, more or less.