

SPOONBILL COURTYARD HOMES ASSOCIATION, INC.
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
SPOONBILL COURTYARD HOMES AT PERICO BAY CLUB

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AMENDED AND RESTATED

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SPOONBILL COURTYARD HOMES AT PERICO BAY CLUB**

The membership and Board of Directors of **SPOONBILL COURTYARD HOMES ASSOCIATION, INC.**, a Florida Not For Profit Corporation (herein, the "Association") hereby adopt and approve the **AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR SPOONBILL COURTYARD HOMES AT PERICO BAY CLUB** on this ____ day of _____, 202__.

WITNESSETH:

WHEREAS, SIX EIGHTY FOUR ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP (herein, the "Developer") was the owner of the real property described in **Exhibit "A"**, lying and being in the County of Manatee, State of Florida which property is hereinafter called the "Subdivision"; and

WHEREAS, Developer previously submitted the real property to the **Declaration of Covenants and Restrictions for Spoonbill Courtyard Homes at Perico Bay Club** (herein, the "Original Declaration"), which Original Declaration was recorded at Official Record Book 1357, Page 0319 et seq. of the Public Records of Manatee County, Florida; and

WHEREAS, the members of the Association have previously amended the Declaration by Certificates of Amendment recorded at Book 2599, Page 3407 et seq., Book 2229, Page 6855 et seq., Book 1479, Page 5483 et seq., all of the Official records of Manatee County, Florida; and

WHEREAS, SPOONBILL COURTYARD HOMES ASSOCIATION, INC. (herein, the "Association") recorded the NOTICE OF SPOONBILL COURTYARD HOMES ASSOCIATION, INC. UNDER SECTION 720.3032, FLORIDA STATUTES AND NOTICE TO PRESERVE AND PROTECT THE DECLARATION OF COVENANTS AND RESTRICTIONS FROM EXTINGUISHMENT UNDER THE MARKETABLE RECORD TITLE ACT, CHAPTER 712, FLORIDA STATUTES, at Official Records Book 2812, Page 4731 of the Public Records of Manatee County, Florida; and

WHEREAS, the members of the Association approved the Amended and Restated Declaration of Covenants and Restrictions at a duly-noticed membership meeting held on _____, 202__.

NOW, THEREFORE, the members of the Association do hereby amend and restate the Declaration of Covenants and Restrictions for **Spoonbill Courtyard Homes at Perico Bay Club** for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described in Exhibit "A" to the covenants, terms, conditions, covenants, easements and restrictions hereof which shall be covenants running with the land and binding on all existing and future Lot Owners, and all others having an interest in the lands or occupying or using the Subdivision property.

**ARTICLE 1.
DEFINITIONS**

The following words when used in this Declaration of Covenants and Restrictions (hereinafter called "Declaration"), Articles of Incorporation, Bylaws or Rules shall have the following meanings:

50
51 **1.1 "Articles" or "Articles of Incorporation"** means the Articles of Incorporation of the Association, as
52 amended from time to time.

53
54 **1.2 "Assessment"** means a sum of money payable to the Association as authorized in the Governing
55 Documents, which if not paid by the Lot Owner can result in a lien against the Lot.

56
57 **1.3 "Association" or "Homeowners Association"** shall mean and refer to **SPOONBILL COURTYARD**
58 **HOMES ASSOCIATION, INC.**, a Florida Not For Profit Corporation, whose purpose is to administer the Subdivision in
59 accordance with the provisions of this Declaration and the Governing Documents of the Association.

60
61 **1.4 "Board"** means the Board of Directors of the Association.

62
63 **1.5 "Bylaws"** means the By-Laws of the Association, as amended from time to time.

64
65 **1.6 "Common Areas" or "Common Properties"** shall mean and refer to those areas of land shown on
66 **Exhibit "A"** that have not been designated as a Lot, as defined herein. The Common Areas or Properties subject to
67 this Declaration are intended to be used and devoted to the common use and enjoyment of the Lot Owners in the
68 Subdivision.

69
70 **1.7 "Developer"** means SIX EIGHTY FOUR ASSOCIATES, a Florida general partnership.

71
72 **1.8 "Development"** shall mean and refer to all property legally described as set forth in **Exhibit "A"**
73 attached to this Declaration, this term being sometimes used interchangeably with the "Subdivision."

74
75 **1.9 "First Mortgagee"** shall mean and refer to an Institutional Lender who holds a first mortgage on a
76 Lot and who has notified the Association in writing of its holdings.

77
78 **1.10 "Governing Documents"** shall mean this Declaration, the Articles of Incorporation, Bylaws, Rules
79 and Regulations, and all duly-adopted and recorded exhibits, supplements and amendments.

80
81 **1.11 "Homeowner's Association Act" or "HOA Act"** means the provisions of Chapter 720, Florida
82 Statutes, as it existed on the date the Original Declaration was recorded in the Official Records of Manatee County,
83 Florida.

84
85 **1.12 "Institutional Lender"** shall mean and refer to one or more commercial or savings banks, savings
86 and loan associations, mortgage companies, insurance companies, holding companies, pension funds, or business
87 trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase,
88 construction, improvement of real estate, or any assignee of loans made by such lender or any private or governmental
89 institution which has insured the loan of the lender or any combination of the foregoing entities to include without
90 limitation, an agency of the United States Government, Federal National Mortgage Association (FNMA), Government
91 National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, the Administrator of Veterans
92 Affairs (VA), or Federal Housing Administration (FHA), Federal or State agencies, and other similar insurers and
93 guarantors of mortgages, or other lender generally recognized as an institutional type lender, or the Developer, holding
94 a mortgage on any of the property or the lots, and insurers or guarantors of same. This will also include the successors
95 and/or assigns of the above entities.

96
97 **1.13 "Lot"** shall mean and refer to that portion of land in the recorded plat of the Subdivision or which has
98 otherwise been designated by the Developer to contain a Unit, with the exception of the Common Properties.

150
151 **2.7 Approval or Disapproval of Matters.** Whenever the decision of a Lot Owner is required upon any
152 matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the
153 Bylaws of the Association. Members shall have no authority to act on behalf of the Association by virtue of Lot
154 ownership.

155
156 **2.8 Financial Statements.** Upon written request from HUD, VA, FNMA or FHLMC (provided such has
157 an interest or prospective interest in the Development), the Association shall be required to prepare and furnish within
158 a reasonable time statutory financial statement of the Association for the immediately preceding fiscal year. The
159 Association's financial statements shall be in accordance with generally accepted accounting principles as adopted by
160 the Board of Accountancy. The Association's financial statements shall be based on the Association's total annual
161 revenues and be in compliance with and regulated by Section 720.303(7), Florida Statutes.

162
163 **2.9 Availability of Official Records.** Pursuant to the requirements of Section 720.303(5), Florida
164 Statutes, the Association shall make available to Lot Owners and their authorized representatives for inspecting and
165 copying the official records of the Association. The Association or its authorized agent is not required to provide a
166 prospective purchaser or lienholder with information about the Subdivision or the Association other than information or
167 documents required by the HOA Act to be made available or disclosed. The Association or its authorized agent may
168 charge a reasonable fee to the prospective purchaser or lienholder or the current Lot Owner for providing good faith
169 responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required
170 by law, if the fee does not exceed the maximum amount permitted by law (currently, \$150) plus the reasonable cost of
171 photocopying and any attorney's fees incurred by the Association in connection with the response.

172
173 **2.10 Master Homeowners' Association.** There is a Master Homeowners' Association which maintains
174 preserves, manages and controls the common property located within the planned community called "**Perico Bay
175 Club.**" Each Lot Owner in **Spoonbill Courtyard Homes at Perico Bay Club** shall be a member of **Perico Bay Club
176 Association, Inc.** and shall be subject to the Master Declaration of Covenants, Conditions and Restrictions for Perico
177 Bay Club recorded in Official Records Book 1181, Page 498 *et seq.* of the Public Records of Manatee County, Florida,
178 and all amendments thereto.

179
180 **ARTICLE 3.**
181 **PROPERTY RIGHTS IN THE COMMON PROPERTIES**
182

183 **3.1 Members' Easements of Enjoyment.** Subject to the provisions of the HOA Act, and Section 3.6
184 below and the additional provisions of this Declaration, every Member, his or her agents, licensees and invitees, shall
185 have a permanent and perpetual non-exclusive easement for the use and enjoyment of the Common Properties, and
186 each easement shall be appurtenant to and shall pass with title to every Lot. Such easements of enjoyment shall
187 include, but not be limited to, the Member's right of ingress and egress over the streets, roadways and walkways on
188 the Common Properties for purpose of access to a Lot.

189
190 **3.2 Maintenance Responsibilities.** The Association may maintain and repair each portion of the
191 Common Properties and the improvements thereon to the standards deemed desirable by the Board and as permitted
192 by limitations created by the Association's annual budget and available funds. The Association's Board of Directors
193 shall be entitled to control the usage thereof, subject only to the rights as set forth herein. Every Lot Owner shall have
194 the non-exclusive right to use and enjoy the Common Properties and the improvements constructed, subject to the
195 provisions of the Governing Documents and the HOA Act.

196
197 **3.3 Limitation of Members' Easements.** The rights and easements of use and enjoyment created
198 hereby shall be subject to the following:
199

200 (A) The right of the Association, in accordance with its Articles and Bylaws, to retain money for
201 the purpose of improving the Common Properties.

202
203 (B) The right of the Association to charge reasonable fees, security deposits and rent for the
204 maintenance and non-exclusive temporary use of the Common Properties; and

205
206 (C) The right of the Association to dedicate or transfer all or any part of the Common Properties
207 to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the
208 Members; provided that no such dedication or transfer, determination as to purposes or as to the conditions hereof, be
209 effective unless an instrument signed by the appropriate officers of the Association certifying that a special or regular
210 meeting of Members called for such purpose, of which fourteen (14) days' written notice was sent to each Member,
211 that the vote of two-thirds (2/3) of the eligible Voting Interests present, either in person or by proxy, was obtained,
212 agreeing to such dedication or transfer; except notwithstanding the foregoing the Association Board may dedicate the
213 sewer and utility lines to any such public agency if such agency will provide sewer and utility service to the
214 Development; and

215
216 (D) The right of the Association to grant exclusive easements and rights-of-way over certain
217 parts of the Common Properties to Members of the Association when the Association deems it necessary; and

218
219 (E) The right of the Association to grant, move and terminate easements and rights-of-way over
220 the Common Properties in accordance with the terms of this Declaration; and

221
222 (F) The right of the Association's Board of Directors to adopt, amend, revise and enforce at any
223 time Rules and Regulations governing the use of the Common Properties, Lots and all facilities situated thereon. Any
224 Rule and Regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this
225 Declaration; and

226
227 (G) The right of the Association to alter, improve, expand and add recreational or other facilities
228 to or on the Common Properties.

229
230 (H) Notwithstanding any provision herein to the contrary access by a Member to the Member's
231 Lot and Unit shall never be prohibited by the Association.

232
233 **3.4 Utility and Irrigation Easements.** There is reserved unto the Association the right to grant
234 reasonable easements for the installation and maintenance of temporary roads, cable television services, security
235 system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common
236 Properties and the Subdivision in addition to those easements already reserved.

237
238 **3.5 Easement for Governmental, Health, Sanitation and Emergency Services.** A non-exclusive
239 easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations
240 supplying health, sanitation, police services and any emergency services such as fire, ambulance, and rescue services,
241 for purposes of ingress and egress over the Common Properties to Article 4.

242
243
244 **ARTICLE 4.**
245 **EASEMENTS**

246
247 **4.1 Reserved by the Association.** The Association hereby reserves for the benefit of itself, its
248 successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair,
249 maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads,

250 driveways, and other improvements for private or public utility services of all kinds, including without limitation, water
251 sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under,
252 through and across the Subdivision Property. The Association may assign and convey any of the foregoing easements
253 to such persons or entities as the Board may deem appropriate for the use of such persons or groups of persons as
254 may be designated and upon such terms as may be established by the Board.
255

256 **4.2 Granted to Utilities.** There is hereby granted to all public and private utility companies furnishings
257 utility services to the Subdivision as of the time of recording of this Declaration, or hereafter authorized by the
258 Association to furnish such services, a perpetual non-exclusive easement for the construction, installation,
259 maintenance, repair, replacement of the equipment, structures, and other improvements by which such utility services
260 are respectively provided over, under, across, and through such portion of the Subdivision Property as may be
261 reasonably necessary.
262

263 **4.3 Granted to and by the Association.** There is hereby granted to the Association a perpetual non-
264 exclusive easement across each Lot and through each Unit for the purpose of inspecting, maintaining and repairing
265 the Association Property and any improvements on the Common Properties. The Association is also hereby granted a
266 perpetual non-exclusive easement of support in any portion of a Unit which contributes to the support of that or any
267 other Unit. The Association shall have the right to grant easements under, over, across, and through the Subdivision
268 Property to such persons or entities and for such purposes as the Association's Board of Directors may deem
269 appropriate by recording in the Public Records of Manatee County, Florida, an instrument duly executed by the
270 President or Vice President of the Association.
271

272 **4.4 Pedestrian and Vehicular Traffic.** For pedestrian traffic over, through and across sidewalks, paths,
273 lanes and walks, as the same may from time to time exist, upon the Subdivision; and for the vehicular traffic over,
274 through and across such portions as may be from time to time paved and intended for such purposes.
275

276 **4.5 Perpetual Non-Exclusive Easement in Common Properties.** Subject to the provisions of the
277 Governing Document and the HOA Act, the Common Properties shall be, and the same is hereby declared to be
278 subject to a perpetual non-exclusive easement in favor of all of the Owners in the Development for their use and the
279 use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of
280 services and facilities for which the same are reasonably intended, for the enjoyment of said Owners.
281

282 **4.6 Air Space.** An exclusive easement for the use of the air space occupied by a Dwelling Unit as it
283 exists at any particular time and as such Unit may lawfully be altered.
284

285 **4.7 Encroachments.** Each Owner shall have a perpetual easement for encroachments which may exist
286 now or in the future by inaccuracies in construction, settlement or movement of any buildings, which encroachments
287 shall be allowed to remain undisturbed until they no longer exist.
288

289 **4.8 Additional Easements.** The Association, on its behalf and on behalf of all Owners (each of whom
290 hereby appoints the Association as his or her attorney-in-fact for this purpose) shall have the right to grant such
291 additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage
292 facilities, in any portion of the Development, and to grant access easements or relocate any existing access easements
293 in any portion of the Development, as the Association shall deem necessary or desirable for the proper operation and
294 maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Owners or for the
295 purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation
296 of existing easements will not prevent or unreasonably interfere with the reasonable use of the Lots for their intended
297 purposes. The Association, on behalf of itself and all Owners (as such Owners' attorney-in-fact), shall also have the
298 right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental
299 agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the

300 foregoing, bills of sale may be granted for items of personal property owned or governed by the Association.
301 Furthermore, the Association shall have the authority to take any other utility company or governmental agency to
302 which any such utility-related equipment, facilities or material are to be so transferred.
303

304 **4.9 Reserved Right for Easement.** The Association, on its behalf and on behalf of all Owners (each of
305 whom hereby appoints the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right
306 to grant such additional electric, drainage, gas, cable TV or other utility or service easements, or relocate any existing
307 utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Development,
308 and to grant access easements in any portion of the Development, as the Association shall deem necessary or
309 desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general
310 health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise,
311 provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with
312 the reasonable use of the Lots for dwelling purposes.
313

314 **4.10 Roadways and Utilities.** The Association herewith ratifies, confirms and declares that those
315 roadways and utility easement areas and other easements set forth in the Subdivision Plats attached as **Exhibit "A"**
316 are non-exclusive easements dedicated to and for the benefit of the Subdivision, the Association, and the Owners.
317
318

319 **ARTICLE 5.**

320 **COVENANTS FOR ASSESSMENTS**

321

322 **5.1 Creation of the Lien and Assessments.** Each owner of any Lot, by acceptance of a deed shall be
323 deemed to covenant and agree to pay to the Association (1) periodic assessments or charges for maintenance levied
324 by the Association; (2) Special Assessments for capital improvements and other expenditures that the Association
325 deems appropriate (including fire and casualty insurance for non—common portions of the Subdivision) such
326 Assessments to be fixed, established, and collected from time to time as hereinafter provided.
327

328 **5.2 Purpose of Assessments.** The Association shall have the right and obligation to levy Assessments
329 and Special Assessment for any lawful corporate purpose, for the purpose of maintaining any area and improvements
330 thereon which is dedicated as Common Area, and for the purpose of carrying out any of the Association's duties and
331 purposes set forth in the Governing Documents or state law. Assessments and Special Assessments levied and
332 collected by the Association shall be used only for the purposes set forth by Florida law and in the Governing
333 Documents.
334

335 **5.3 Liability for Assessments and Charges.** A Lot Owner, regardless of how title to a Lot is acquired,
336 including a purchaser at a judicial sale, shall be liable for all Assessments, Special Assessments, fines, interest, late
337 fees, costs and attorney's fees coming due while he/she is the Lot Owner. Except as provided below, any person or
338 entity which acquires title to a Lot shall be jointly and severally liable with their predecessor in title for all unpaid periodic
339 Assessments, Special Assessments, fines, late fees, interest, attorney's fees, costs, and charges against the previous
340 Lot Owner(s), including without limitation reasonable attorney's fees and other costs and expenses of collection
341 incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to
342 recover from the transferor the amounts paid by the transferee.
343

344 **5.4 No Waiver of Liability or Abandonment.** The liability for Assessments or charges may not be
345 avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Lot for which the
346 Assessments or charges are made.
347

348 **5.5 Application of Payments.** All payments on account shall be first applied to accrued interest, then
349 to late fees, then to collection costs, then to attorney's fees incurred incident to collection and then to the Assessment

350 payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or
351 instruction placed on or accompanying a payment. The Board of Directors may waive or reduce interest, late fees,
352 costs, and its attorney's fees as it deems appropriate; however, the Board of Directors shall not waive or reduce
353 Assessments unless required to do so by law.
354

355 **5.6 Claim of Lien.** The Association has a lien on each Lot and Unit for any unpaid Assessments, Special
356 Assessments, fines, and other charges, together with interest, late fees, and for reasonable attorney's fees, costs, and
357 other collection expenses, including those expenses provided in contracts between the Association and third parties,
358 including but not limited to Community Association Management Firms, incurred by the Association incident to the
359 collection of the Assessment, Special Assessments or charge or enforcement of the lien. No lien may be recorded until
360 the Association has provided notice of intent to place a lien, as required by the HOA Act, as amended from time to
361 time. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's
362 fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) and may be added
363 to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The
364 lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed
365 and acknowledged by an officer or any authorized agent of the Association. Upon recording, the Association's claim of
366 lien shall relate back to the date of the filing of the original Declaration in the Public Records. Upon payment in full, the
367 Lot is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for
368 Assessments or charges in the manner a mortgage of real property is foreclosed and may also bring an action to
369 recover a money judgment for the unpaid Assessments, Special Assessments or charges or without waiving any claim
370 of lien.
371

372 **5.7 Special Assessments.** The Board of Directors may levy one or more Special Assessments for any
373 valid corporate purpose, as deemed needed or appropriate by the Association's Board of Directors (including without
374 limitation fire, flood, casualty and other insurance on the Lots. The due date of any Special Assessment under this
375 Article shall be fixed by the Board in the resolution authorizing such Special Assessment. Costs for insurance
376 purchased by the Association shall be collectable as an Assessment. The Board may elect to assess costs of insurance
377 separately, and not as part of the equal Periodic Assessments. In such an event, the Association's Board of Directors
378 shall levy and collect a special assessment against each Lot the costs of insurance premiums applicable to only that
379 Lot, and the Association shall act as agent for the purpose of billing and collecting such costs.
380

381 **5.8 Special Assessment for Capital Improvement.** Funds in excess of \$10,000.00 in any one case
382 which are necessary for the addition of capital improvements (as distinguished from Special Assessments levied
383 pursuant to Article 5.7) relating to the Common Properties under the jurisdiction of the Association and which have not
384 previously been collected, or are otherwise available to the Association, shall be levied by the Association's Board of
385 Directors as a Special Assessment only upon the prior approval of two-thirds (2/3) of the Association's eligible Voting
386 Interests present (in person or by proxy) and voting at a duly constituted membership meeting of the Association.
387

388 **5.9 Duties of the Board of Directors.** For each fiscal year, the Board of Directors shall prepare and
389 adopt an annual budget reflecting the estimated revenues and expenses for the upcoming fiscal year and the estimated
390 surplus or deficit as of the end of the year immediately preceding the fiscal year. The Board shall also prepare an
391 Owner roster of the Subdivision and Assessments applicable thereto which shall be kept in the office of the Association
392 and shall be open to inspection and copying by any Owner or the Owner's designated representative. Written notice
393 of the annual Assessment for each Assessment Year may thereupon be sent to every Owner subject thereto at least
394 fourteen (14) days prior to the commencement of the fiscal year. The Association shall, upon demand at any time,
395 furnish to any Owner liable for said Assessment, a certificate in writing signed by an officer or authorized agent of the
396 Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of
397 payment of any Assessment therein stated to have been paid.
398

399 **5.10 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien;**

400 **Remedies of Association; Late Fees; Resale Certificate.** Assessments, Special Assessments, fines, fees, and
401 other charges, and installments thereof, not paid within fifteen (15) days from the date when they are first due shall
402 incur a late fee and bear interest in an amount as may be determined by the Board of Directors which, unless otherwise
403 specified, shall be the maximum allowed by law (currently the greater of \$25 or 5% of the delinquent Assessment
404 installment and 18% interest for delinquent period). The Board may accelerate unpaid Assessments in the manner
405 prescribed by law. Any bank transaction fees incurred by a Lot Owner are the responsibility of the Lot Owner. For
406 Owners who are more than ninety (90) days past due with payment of any monetary amount due to the Association,
407 the Association is authorized to suspend the right of the Lot Owner and third party using the Common Areas to use the
408 Common Areas and suspend the voting rights of the Lot Owner, until the Owner has paid brought the Owner's monetary
409 obligations to the Association current.

410
411 **5.11 Estoppel Certificate.** No voluntary sale or transfer of a Unit shall be effective, nor shall any
412 marketable title be conveyed, unless and until the seller has obtained from the proper officers or designated agent of
413 the Association a certificate attesting to the fact that the seller has paid all amounts due to the Association to date. If
414 no such certificate is obtained, the purchaser shall be conclusively presumed to have assumed such past due amounts
415 and shall become liable therefor. Any Lot Owner has the right to require from the Association a certificate showing the
416 amount of unpaid Assessments against him/her with respect to his/her Lot. The Association may charge the Owner a
417 reasonable fee (as determined by the Board from time to time) for the preparation of such certificate, in an amount to
418 be determined by the Board from time to time.

419
420 **5.12 Subordination of the Lien to Mortgages.** The priority of the Association's lien and the obligation
421 for payment of past due Assessments, Special Assessments, fines, and/or other charges in relation to first mortgagees
422 who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 720.3085,
423 Florida Statutes, as subsequently amended from time to time.

424
425 **5.13 Charges for Water and Sewer.** This Subdivision will include master meters for water and sewer to
426 the Common Properties and water and sewer use by the individual Lots and Units. The Association shall act as agent
427 for the purpose of collection of these costs in whatever manner the Board of Directors may direct. Charges for water
428 and sewer service shall be collectable as an Assessment. In the alternative, the Board may elect to bill these costs
429 separately, and not as part of the Periodic Assessments, by the Association. In such an event, the Association shall
430 act as agent for the purpose of billing and collecting those costs.

431
432 **5.14 Attachment of Rental Income When Owner's Account is Delinquent.** Notwithstanding any other
433 remedy available to the Association under the Governing Documents or by the HOA Act, the Association shall have
434 the following options when payments of Assessments, Special Assessments, fines, or charges are ninety (90) days or
435 more delinquent. The Association may, without order of the Court, direct rental income (by written notice to the tenant
436 with copy to Lot Owner) from Lots in default to be paid directly to the Association until all outstanding Assessments,
437 Special Assessments, fines, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if
438 applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in
439 connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Lot in
440 default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may
441 choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election
442 of remedies.

443
444 **5.15 Common Law and Contractual Lien for Charges.** There is created by this Declaration a common
445 law and contractual lien to secure payment for any fee, expense or service which the Association provides for an
446 individual Lot Owner or expenses which the Association incurs in regard to a Lot Owner and which are not otherwise
447 secured by the HOA Act's statutory claim of lien. The common law or contractual lien for charges shall be of equal
448 priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as a lien for delinquent
449 Assessments, including the right to recover attorney's fees, costs and expenses of collection.

450
451 **5.16 Money Judgment.** In addition to its other remedies provided herein and by the Homeowner's
452 Association Act, the Association may also sue a Lot Owner to recover a personal money judgment for unpaid
453 Assessments, Special Assessments, fines and other amounts due to the Association pursuant to the Governing
454 Documents without waiving the statutory or common law lien securing the same. Interest shall accrue on all final
455 judgments obtained by the Association against a Lot Owner at the rate of 18% per annum.
456

457
458 **ARTICLE 6.**
459 **INSURANCE**

460
461 **6.1 Fire and Extended Coverage Insurance.** Except as otherwise provided herein, the Association, as
462 agent for and on behalf of the Lot Owners and their respective mortgagees, shall obtain and maintain fire and extended
463 coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire
464 Subdivision, including the Units and the Common Properties, for the full replacement or insurable value thereof. The
465 Association's Board of Directors shall establish reasonable deductibles. The premium for all fire and extended coverage
466 insurance shall be paid by the Association as a common expense. The Association shall have full authority as agent
467 for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings
468 for the collection thereof. The original policy of insurance shall be held by the Association and institutional first
469 mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests.

470
471 **6.2 Liability Insurance.** The Association shall obtain and maintain public liability insurance covering the
472 Common Properties. The premiums for such insurance coverage shall be collected and billed by the Association
473 separate from Periodic Assessments. The Board shall have authority to compromise and settle all claims against the
474 Association or upon insurance policies held by the Association. The Owners shall have no personal liability upon any
475 such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed
476 as imposing upon the Association a duty to Assess Owners for the purpose of raising sufficient funds to discharge any
477 liability in excess of insurance coverage. Each Owner will be responsible for procuring and maintaining public liability
478 insurance covering losses which may occur in and about his particular Unit or Lot, as the Owner may deem appropriate.

479
480 **6.3 Flood Insurance.** The Lot Owners shall, at their sole cost and expense, maintain flood insurance
481 on their Unit with an insurance company of the Association's selection in at least the amount required by the Unit's
482 institutional first mortgagee. The premium for all flood insurance shall be paid by the Owner of the affected Lot. Failure
483 of an Owner to timely remit payment of their flood insurance premium to the Association may result in the Association
484 paying the invoice and charging the Owner for the premium plus an administrative fee of twenty-five percent (25%).

485
486 **6.4 Owner's Insurance Responsibility.** Each Owner shall be responsible for insuring: (1) his own
487 personal property within the Owner's Unit and any improvements made by the Owner or the Owner's predecessors
488 within the Owner's Unit; (2) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls,
489 floors, ceilings, and doors bounding, or contained within, the interior of the Owner's Unit; and (3) all alterations or
490 additions made by the Owner, or by any of his predecessors in title other than Developer, to his Unit or Lot. Each
491 Owner shall also be responsible for insuring any improvements or alterations installed within their front courtyard or
492 rear deck/lanai that such Owner is obligated to maintain pursuant to Article 8 hereof. In addition, each Owner shall
493 carry General Liability Insurance in an amount established by the Board of Directors from time to time.

494
495 **6.5 Association's Authority to Purchase Owner's Insurance.** Notwithstanding the foregoing, any
496 insurance otherwise required to be maintained by the Owners by the terms hereof may be included in the insurance
497 coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the
498 Association Board of Directors.
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ARTICLE 7.
DESTRUCTION AND RECONSTRUCTION

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7.1 Destruction and Repair. In the event of a destruction or casualty loss to any of the improvements in the subdivision or other property serving the Owners, all insurance proceeds payable under the Association's policies shall be collected by the Association as agent or by a banking corporation having trust powers selected by the Association Board. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board. The insurance carrier shall not be responsible to insure that the proceeds are paid over to the bank trustee or are properly applied as provided herein. The bank trustee shall disburse the proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses.

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7.2 Surplus or Deficiency. Any surplus of insurance proceeds shall be returned to the Association and added to the Association's funds. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the bank trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association.

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7.3 No Right of Subrogation. The Association's insurance carrier shall not have a right of subrogation against any Owner, but if it is determined by the Board that the damage was approximately caused by the gross negligence or willful and wanton misconduct or intentional acts of Owner, such Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such Owner within thirty (30) days after delivery of written notice of the Assessment. If the Association so elects, they need not be placed in trust but shall be held by the Association and applied directly by the Board for the above purposes.

7.4 Total of Substantial Destruction. In the event of a total or substantial destruction of all of the improvements in the Subdivision, the improvements shall be restored as above provided unless the Owners of two-thirds (2/3) of the total number of Lots vote to terminate the provisions of this Declaration. In the event the provisions of this Declaration are to be terminated, then all Owners shall immediately convey all their right, title, and interest in and to their respective Lots to the bank trustee selected by the Association's Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Manatee County, Florida will have the immediate effect of releasing all liens upon the respective Lots and shall cause their instantaneous transfer to that Lot Owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the provisions of this Declaration, the proportional share of each Lot Owner in the funds to be distributed by the trustee as herein provided shall be established in accordance with the respective values of the Lots and Units thereon, prior to the destruction as such values are determined by three experienced real estate appraisers selected by the Board of Directors.

7.5 Proceeds. The trustee shall collect all insurance proceeds payable as a result of such destruction, and shall convey to the trustee all its right, title, and interest in and to the Association Property and all other assets of the Association which may remain after the Association pays its liabilities. The trustee then shall effect a public or private sale of the Subdivision Property, by whatever means the Board shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each Lot's share of the funds collected by the trustee at such times, and in such aggregate amounts, as the trustee and the Association Board deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board shall insure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the subdivision property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each Lot's share of the remaining funds held by

550 the trustee.

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552 **7.6 Joint Distribution.** Any distribution, whether partial or final, of a Lot's share of the funds held by the
553 trustee shall be made jointly to the record title owner of the Lot and the record owners of any mortgages or other liens
554 encumbering the Lot at the time of the recording of the conveyance to the trustee by the Lot owner. All mortgages and
555 other liens upon the respective Lots shall be fully released and discharged as provided herein even though the share
556 of a particular lot in the funds distributed by the trustee is insufficient to pay all liens in full; in such event the lienholders
557 who had priority against the title to the Lot shall have priority of payment of the Lot's share of such funds. Nothing
558 herein provided shall in any way relieve the Lot owner of his personal liability for any deficiency which may remain
559 upon any liens which encumbered his Lot at the time of his conveyance to the trustee.

560

561 **7.7 Mortgagees Acceptance and Consent.** Mortgagees and other lienholders will evidence their
562 acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfections of their liens.
563 The provisions of this Article may be enforced by injunction, by suit for specific performance, or by other appropriate
564 remedy upon suit filed by the Association in a court of competent jurisdiction.

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ARTICLE 8.

MAINTENANCE RESPONSIBILITIES OF THE ASSOCIATION

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570 **8.1 Preamble.** The responsibility for the maintenance of the Subdivision is divided between the
571 Association and the Lot Owners. Interior maintenance of Units is the responsibility of an Owner. Maintenance of the
572 exterior of Units, unless otherwise provided in this Declaration or any subsequent Declaration of Covenants and
573 Restrictions affecting the Subdivision, is the responsibility of the Lot Owners. The maintenance of the Common
574 Properties is the responsibility of the Association in the manner provided in this Declaration.

575

576 **8.2 Exterior Maintenance Responsibility of Owners.** Unless otherwise provided in this Declaration,
577 the Association shall have no exterior maintenance responsibilities, periodic or otherwise, for Units, in the event any
578 Owner has failed to maintain the exterior of a Unit in accordance with general standards of the Subdivision, then, after
579 reasonable notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem,
580 the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior
581 maintenance upon each Unit it deems necessary in its sole discretion, including but not limited to the following: painting;
582 repairs; maintenance, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees,
583 shrubs, grass, walks and other exterior improvements. The cost thereof shall be the basis for a Special Assessment
584 against the Unit and shall be charge to the Owner as more particularly described in Article 5 hereof. The Board may
585 adopt standards for exterior maintenance.

586

587 **8.3 Front Courtyard Landscaping and Plantings.** The Association, shall maintain front, rear and side
588 yard landscaped or planted areas in the Subdivision except for landscaped or planted areas within front courtyards. All
589 other grass areas and shrubbery that are part of the Common Areas are the responsibility of the Association also. The
590 cost of this maintenance shall be a common expense shared equally by all Lot Owners.

591

592 **8.4 Assessment of Costs.** Any costs or expenses incurred by the Association for exterior maintenance
593 of Unit courtyards shall be assessed against the Unit upon which such maintenance is performed, and, at the option of
594 the Board of Directors, either be added to and become part of the Periodic Assessment or charge to which such Unit
595 is subject under Article 5 hereof, or become a Special Assessment for such expenses; and, as a part of such Periodic
596 Assessment or charge or as a Special Assessment, it shall be a lien against the Unit and obligation of the Owner and
597 shall become due and payable in all respects as provided in Article 5 hereof.

598

599 **8.5 Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance

600 authorized by this Article 8., the Association, through its duly authorized agents or employees, shall have the right,
601 after reasonable notice to the Owner, to enter upon the exterior of any Unit at reasonable hours on any day except
602 Sunday.
603

604 **8.6 Security.** The Association may, but shall not be required to, provide security for the Subdivision
605 using guard houses, gates, fences and other methods; however, the Association shall have no duty to ensure the
606 security and safety of the Members, tenants or residents of the Subdivision.
607

608 **8.7 Management Services.** The Association may contract for the management of all or part of the
609 Subdivision for the purpose of carrying out all or a portion of the maintenance and repair services provided for in this
610 Declaration.
611

612 **8.8 Utility and Garbage Services.** The Association may contract with public or private utility companies
613 for purposes of supplying utility services to the Subdivision and may Assess the costs and expenses charged by such
614 utility companies as part of the Periodic Assessments or as a Special Assessment. However, extra pick-ups by the City
615 for special trash items such as large household goods, appliances, paint, yard waste, etc. that is billed to the
616 Association will be charged back to the responsible Owner as a Special Assessment. The Association shall act as
617 agent for the purpose of billing and collecting same from the responsible Lot Owner
618

619 **8.9 Maintenance of Walls.** Any wood, masonry or other type of fencing or walls surrounding portions of
620 the Subdivision which are in the Common Areas shall be maintained and repaired by the Association as a common
621 expense and a perpetual easement of ingress and egress over the Units abutting said walls is hereby granted to the
622 Association for purposes of construction, repair and maintenance activities related to any such walls.
623

624 **8.10 Services.** The Association may contract for any or all services necessary in Association's opinion,
625 to preserve the value, beauty and the welfare of the Subdivision.
626

627 **8.11 Recreational Facilities.** The Association shall maintain and administer the recreational facilities
628 located upon the Common Properties, described in **Exhibit "B"** for the benefit of the Members of the Association. The
629 Board of the Association may establish Rules and Regulations governing the activity and use of such facilities.
630

631 **8.12 Irrigation and Roads.** The Association shall maintain in good repair, at all times, the roadways and
632 all irrigation constructed and irrigation improvements located within the Subdivision.
633

634 **8.13 Lake Maintenance.** The Association shall maintain from the edge of the water to the top of the slope
635 of the lake bank as a common expense. The Lot Owner shall be financially responsible for any erosion caused to the
636 lake bank by the Owner's negligence or intentional conduct. The Association may limit and/or prescribe Rules and
637 Regulations and conditions upon the use of the lake bank.
638

639 **8.14 Failure to Maintain and Repair a Lot.** In the event the Owner of a Lot fails or refuses to properly
640 maintain, repair or replace any portion of the Lot or the dwelling situated thereon as required by this Declaration within
641 a reasonable time, the Board of Directors shall have the right to proceed in a court of equity or in arbitration to seek
642 compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorney's fees,
643 including appellate attorney's fees. Additionally, the Board shall have the right to undertake such maintenance, repair
644 or replacement and assess the Owner and the Lot for the necessary sums to make necessary repairs, improvements
645 or corrections. After reasonable advanced written notice, the Board shall have the right for its agents or employees to
646 enter a Lot, perform the necessary work and collect the amount due from the Lot Owner. The amount shall be due and
647 payable within thirty (30) days after written notice of the Assessment is provided to the Lot Owner. If such Assessment
648 remains unpaid after said thirty (30) day time period, the Association may proceed to collect such Assessment via the
649 recording and foreclosure on a claim of lien and may seek a personal money judgment against the responsible Lot

650 Owner.

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8.15 Improvements and Alterations to the Common Areas by the Association. The Association may, by action of the Board of Directors, substantially improve and materially alter the Common Areas, provided that no expenditure may be made for any individual improvement, alteration or addition exceeding ten percent (10%) of the Association's then-existing annual budget (including operating and reserves) without the prior approval of a majority of the Association's Voting Interests present (in person or by proxy) and voting at an Association membership meeting. Expenditures reasonably necessary for maintenance, repair, replacement, preventive maintenance, compliance with a requirement of the Florida Building Code, governmental authority or the Association's insurance company, or to address a safety or security concern shall not be considered expenditures for improvements or alterations that require membership approval.

**ARTICLE 9.
PARTY / AC PLATFORM**

9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes in the Subdivision and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9.3 Destruction of Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and, if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

9.4 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**ARTICLE 10.
USE RESTRICTIONS**

The use of the Lots within the Subdivision shall be in accordance with the following provisions:

10.1 Exterior Articles. Nothing shall be hung, displayed or placed on the exterior of the walls, doors or windows of the home located on the Lot without the prior written consent of the Board of Directors of the Association.

10.2 Sign, Notice, or Advertisement. Subject to the Master Declaration of Covenants, no signs, notice or advertisement shall be inscribed, displayed or exposed in or from any Common Areas or from or on a Lot or Unit, except upon the written approval of the Board of Directors of the Association. However, an identification sign not exceeding 12" by 14" and showing only the name of the resident and the street number may be located upon a Lot after written approval of the Association. Notwithstanding the foregoing, the Association reserves the right to place signs for informational regulatory purposes such as street signs, general information and posting of rules and

700 regulations, etc.

701

702 **10.3 Exterior Appearance of Dwelling Unit.**

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704 (A) The Lot and exterior of the home located on such Lot and all other areas appurtenant to the
705 Unit shall not be painted, decorated, altered, improved or modified by any Owner in any manner without the prior
706 consent of the Association's Board of Directors, which consent may be withheld on purely aesthetic grounds within the
707 sole discretion of the Board. No awnings, window guards, light reflective materials, hurricane or storm shutters,
708 ventilators, fans or air conditioning devices shall be used in or about the Unit except as shall have been approved by
709 the Board in writing, which approval may be withheld on purely aesthetic grounds within the sole discretion of the
710 Board. The exterior appearance of each home shall be maintained in a condition commensurate with the other homes
711 in the Subdivision and within the Association Documents and Rules and Regulations.

712

713 (B) An Owner is allowed and encouraged to beautify his or her courtyard by planting shrubs,
714 trees, flowers and landscaping but only after obtaining the prior written approval of the Board. However, all such shrubs,
715 trees, flowers and landscaping must be properly maintained by such Owner at his or her sole expense. The Association
716 has the right to restrict or prohibit certain trees, plants and shrubs from being planted within the Owner's courtyard or
717 on the Subdivision property.

718

719 (C) Fences and walls are not permitted on a Lot except with the prior written approval of the
720 Association's Board of Directors.

721

722 (D) No Lot Owner shall erect, place, install or plant any sheds, landscaping, or improvements
723 outside of the Owner's home located upon a Lot without the prior written approval of the Association's Board of
724 Directors.

725

726 **10.4. Unit Occupancy.** The Unit shall not be occupied overnight by more than four (4) unrelated adult
727 residents at any time. There are no restrictions on the occupancy of the Unit by children.

728

729 **10.5 Pets.** No pets are permitted in the Subdivision or in or on a Lot or Unit except as provided in the
730 Rules and Regulations adopted by the Board of Directors of the Association. No more than two (2) pets (excluding
731 fish), which combined shall not exceed 50 pounds, are permitted to be kept or maintained in a home. The Lot Owner
732 agrees to indemnify, defend and hold the Association harmless for any injuries, lawsuits, causes of action, bites, or
733 other damage directly or indirectly caused by his or her pet.

734

735 **10.6 Common Properties.** The Common Properties shall be used only for the purpose for which they
736 are intended, as regulated and restricted by Rules and Regulations adopted by the Board. Fishing in Subdivision lakes
737 is not permitted. Boats and vessels must be stored outside of public view and shall not be permitted to be used on any
738 lake in the Subdivision.

739

740 **10.7 Antennas and Satellite Dishes.** No radio or television aerial or other antenna shall be located in or
741 on the Common Areas. No antennae, aerials or TV poles or dishes shall be placed on any Lot or affixed to the exterior
742 of any building, and no antennae, aerial or TV dish placed or affixed within a building shall extend or protrude beyond
743 the exteriors of such building. The above notwithstanding, satellite receiving dishes of one (1) meter or less in diameter
744 are permitted if placed in an unobtrusive position which allows the resident to receive an acceptable quality signal but
745 at the same time does not aesthetically detract from the ambiance and unique character of the Subdivision.

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747 **10.8 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Subdivision or
748 any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies, having jurisdiction
749 thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require

750 maintenance, modification or repair of portions of the Subdivision shall be the same as the responsibility for the
751 maintenance and repair of the property concerned.
752

753 **10.9 Residential Use.** Except as otherwise provided herein, the Lots and Units may only be used for
754 residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no
755 business, occupation, profession, or religious or charitable enterprise may be conducted on or in any part thereof,
756 except that: (a) an Owner may conduct a home occupation (as defined in the Manatee County Zoning Regulations, as
757 amended) on his Lot and Unit, if the home occupation is permitted by the applicable county ordinances without special
758 permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is
759 not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration and the Rules
760 and Regulations; and is otherwise approved by the Association; (b) an Owner and his agents may show his Lot and
761 improvements thereon for sale or lease; and (c) business activities necessary for the construction of a dwelling or other
762 improvements on an Owner's Lot shall be permitted.
763

764 **10.10 Use of Garages.** All automobiles shall be parked in or on the Owner's Lot, garage or driveway.
765

766 **10.11 Vehicles and Parking.** No parking shall be permitted on the lawn or grass at any time. There shall
767 be no parking outside of a garage of unregistered vehicles, commercial vans and commercial vehicles, or trailers. All
768 pick-up trucks must utilize a manufactured bed cover. The use of vehicle tarps and homemade vehicle covers is
769 prohibited in the Subdivision. No Owner, tenant, or resident shall park more than two (2) vehicles in the Subdivision
770 without the prior written consent of the Board. Every vehicle parked in the Subdivision must prominently display a valid
771 security bar code, or a temporary parking permit on the dashboard. Motorcycles, mopeds, and go-peds are prohibited
772 in the Subdivision. Vehicles which cannot operate under their own power may not be parked outside of a garage for
773 more than forty-eight (48) hours. No major repairs to a vehicle shall be permitted on the Subdivision property, except
774 within a garage. No vehicle shall block, in whole or in part, a roadway. Motorhome parking is restricted to overnight
775 parking, in the Owner's driveway, the day before and the day after returning from a trip, for purposes of loading and
776 unloading only. No living in the motor home is permitted at any time. All speed limits shall be obeyed for the safety of
777 all residents. PODS and other similar temporary storage or moving device or equipment are prohibited without the prior
778 written approval of the Board or its authorized agent. No boat shall be kept, stored, placed or parked on a Lot unless
779 in an enclosed garage. No boat, kayak, or vessel shall be allowed on or in the lake.
780

781 **10.12 Rules and Regulations.** Reasonable rules and regulations may be made and amended from time
782 to time by the Association's Board of Directors. Copies of such regulations and amendments thereto shall be furnished
783 by the Association to all Owners and residents of the Subdivision upon written request.
784

785 **ARTICLE 11.**
786 **ARCHITECTURAL REVIEW COMMITTEE**
787

788 **11.1 Architectural Review Committee.** There shall be established an Architectural Review Committee
789 ("ARC"). The Committee shall consist of not less than three (3) nor more than seven (7) members, and shall initially
790 consist of three (3) persons. The members of the Architectural Review Committee shall be appointed by the Board of
791 Directors. Members of the Architectural Review Committee shall serve terms established by the Board. The
792 establishment of the number of ARC members, method of selecting a chairman and other similar provisions for the
793 composition of the Committee shall be as provided from time to time by the Bylaws.
794

795 **11.2 Architectural Standards.** The Architectural Review Committee may, from time to time, adopt and
796 promulgate architectural standards for the Subdivision. The architectural standards may not be contrary to the
797 provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, esthetic
798 and environmental concept of the Subdivision. All architectural standards shall be adopted and applied on a uniform
799 basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and

800 proposals.

801

802 **11.3 Architectural Review.** Architectural review shall be required in each of the following circumstances:

803

804 (A) Whenever the Owner of a Lot proposes to construct any improvements or alterations to a
805 Lot or Unit;

806

807 (B) Whenever any exterior alteration or other improvement to an existing Unit is proposed by
808 an Owner;

809

810 (C) Whenever any Owner or the Association proposes to maintain or repair a Unit or Lot in any
811 manner that will result in the application or use of materials of a significantly different type, material, shade, color or
812 quality than those originally used on the Lot and the Unit thereon;

813

814 (D) Whenever the improvements to a Lot have been substantially damaged or destroyed, in
815 whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended;

816

817 (E) The addition of swimming pools, spas, lamias, porches or patios shall be deemed to be
818 alterations or improvements subject to the review and approval of the ARC and the approval of the Board of Directors
819 of the Association.

820

821 **11.4 Written Application.** When the Architectural Review Committee has established architectural
822 standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor
823 improvement, including specified landscape materials, the Owner or Association may comply with such standards
824 without further approval. In all other situations there shall be submitted to the Architectural Review Committee a written
825 application setting forth plans, colors, materials and other specifications for the activity for which review is required.
826 The Architectural Review Committee may promulgate such an application form and Owners shall use the approved
827 form to submit an application to the ARC. The Architectural Review Committee may request additional and
828 supplementary information from the applicant. The Committee shall, within thirty (30) days after receipt of such
829 completed application, application fee (if any), and any additional information, either approve or disapprove, or approve
830 in part or disapprove in part, the application. The Committee shall specify its reasons for disapproval and annotate its
831 decision by reference to architectural standards or Declaration provisions, where applicable. No work shall proceed
832 except in strict compliance with this Declaration and the architectural standards, where applicable.

833

834 **11.5 Appeal of ARC Decision.** Any Association Member aggrieved by a decision of the Architectural
835 Review Committee may appeal that decision in whole or in part to the Board of Directors, which shall have the right to
836 affirm, reverse or modify any decision of the ARC. Such appeal shall be initiated by filing a notice of appeal in writing
837 with the Board specifying the portions of the ARC decision appealed. Such notice shall be filed not later than twenty
838 (20) days after the date upon which the decision of the Committee is made. Upon receipt of such appeal, the Board
839 shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision
840 of the Architectural Review Committee. Failure of the Board to act within such thirty (30) day period shall be deemed
841 a decision and affirmation of the ARC's prior decision.

842

843 **11.6 Rules and Regulations.** The Architectural Review Committee may adopt reasonable rules and
844 regulations for the conduct of its authority.

845

846 **11.7 ARC Application Fee.** The Board may establish reasonable fees to be paid in advance by the Lot
847 Owner for architectural review. The Association shall maintain records of all architectural review proceedings.

848

849

ARTICLE 12.

850 **MAINTENANCE OF COMMUNITY INTERESTS**

851
852 In order to maintain a community of congenial residents who are financially responsible and thus better protect
853 the value of the Lots desirability of the Subdivision, the transfer of Lots by any Owner shall be subject to the following
854 provisions so long as this Declaration remains effective.
855

856 **12.1. Acknowledgement of Receipt and Review of the Governing Documents.** No sale, gift or transfer
857 of title to a Lot shall occur until the buyer or transferee shall acknowledge in writing to the Association that they have
858 received and reviewed a copy of the Association's Governing Documents and Rules.
859

860 **12.2 Exceptions.** The provisions of Article 12.1 herein shall not apply to a transfer to, or purchase by an
861 institutional mortgagee which acquires title to a Lot as a result of owning a mortgage upon the Lot concerned, and this
862 shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such
863 provisions apply to a transfer, sale or lease by an institutional mortgagee. Neither shall such provisions require the
864 acknowledgement of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding which is
865 provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.
866

867 **12.3 Purchase of Units by the Association.** The Association shall have the power to purchase Lots in
868 the Subdivision subject to the following provisions:
869

870 (A) **Decision.** The decision of the Association to purchase a Lot may be made by a majority of
871 its Board of Directors, without approval of its members, except as otherwise provided herein.
872

873 (B) **First Refusal.** The right of an Owner to sell, transfer or convey his or her Unit shall not be
874 subject to a right of first refusal or similar restriction.
875

876 **12.4 Leasing/Renting.** All leases shall be in writing. A lease shall be for a minimum term of at least thirty
877 (30) days or one calendar month. A Unit shall not be leased more often than three (3) times in a calendar year, with
878 the lease being counted in the year in which the lease commences. The Lot Owner shall provide the Association a
879 professional criminal background check on all tenants 18 years of age or older before the tenant is permitted to occupy
880 the Lot/home. The Lot Owner shall not permit or allow any person who has been convicted of a felony to occupy a
881 Lot/home.
882

883 **ARTICLE 13.**
884 **DECLARATION AMENDMENTS**

885 **13.1 Proposal.** Amendments to the Declaration may be proposed by the Board of Directors or by written
886 petition signed by at least thirty percent (30%) of the Association's eligible voting interests.
887

888 **13.2 Adoption of Amendment.** This Declaration may be amended from time to time by recording among
889 the Public Records of Manatee County, Florida, an instrument executed by the President and attested to by the
890 Secretary of the Association, indicating that a meeting called for purposes of amendment was held, and that a vote of
891 two-thirds (2/3) of the eligible Voting Interests of the Association voting (in person or by proxy) at a duly-noticed
892 membership meeting at which a quorum is obtained approved of such amendment; provided, however, that no such
893 amendment shall affect or interfere with vested property rights previously acquired by an Owner or a First Mortgagee.
894
895

896 **13.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property**
897 **Rights of the Unit Owners.**
898
899

900 (A) A resolution adopting a proposed amendment may be proposed by either the Board of
901 Directors of the Association or by members of the Association whenever it appears that there is an omission or error
902 in the Declaration, or any exhibit attached hereto, or amendment hereto, as follows:
903

904 1. Not less than fifty-one percent (51%) of the votes of the entire membership of the
905 Board of Directors.

906
907 2. Any amendment adopted pursuant to the provisions of this Article 13 shall not
908 materially adversely affect the property rights of lot owners.
909

910 (B) Clerical errors and items required by law to be in the Land Use Documents may be added
911 or corrected at any time by the Association by recording the amendment in the public records. Errors in the survey or
912 plat may be corrected by a licensed surveyor employed by the Association at any time by recording the corrected
913 survey or plat or a certificate or affidavit making the correction.
914

915 **13.4 Amendment to Comply with Future Legal Changes.** Whenever Chapters 617 or 720, Florida
916 Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to
917 impose procedural requirements less stringent than set forth in the Declaration or the Bylaws, the Board may operate
918 the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may
919 adopt by majority vote, amendments to the Declaration as the Board deems necessary to comply with such operational
920 changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes, or such
921 other statutes or administrative regulations as required for the operation of the Association, all as amended from time
922 to time.
923

924 **13.5 Limitation on Amendments.** Pursuant to Section 720.306(1)(c), Florida Statutes, an amendment
925 may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion
926 or percentage by which a Lot shares in the common expense of the Association unless the record Lot Owner and all
927 record owners of liens on the Lots join in the execution of the amendment. A change in the quorum requirements is
928 not an alteration of voting interests. The merger or consolidation of one or more associations under a plan of merger
929 or consolidation pursuant to Chapter 617, Florida Statutes is not a material or adverse alteration of the proportionate
930 voting interest appurtenant to a Lot.
931

932 **13.6 Certificate of Amendment.** The Association shall record a copy of each Declaration amendment
933 in the Public Records of Manatee County, Florida along with a Certificate of Amendment executed by the appropriate
934 officers of the Association with the formalities of a deed. An amendment becomes legally effective when filed and
935 recorded as provided herein.
936

937 **ARTICLE 14.**

938 **RIGHT TO GRANT VARIANCES**

939

940 **14.1 Variance.** The absolute right and discretion is hereby reserved to the Association's Board of
941 Directors to grant variances from the obligations of this Declaration in cases where not to grant such variance would
942 create an undue hardship in the opinion of the Association's Board of Directors or where such variances would be in
943 keeping with the spirit and intent of these covenants and restrictions or would be such as to not adversely affect any
944 neighboring Owners or the Subdivision as a whole.
945

946 **14.2 Application for Variance.** A Lot Owner may request a variance by submitting a written request to
947 the Association's Board of Directors. The application shall set forth in detail the variance requested and reasons
948 therefor, and any such variance, if granted, shall be granted by the Association in writing and shall be strictly complied
949 with by the applicant. All such variances shall be executed with the formalities of a deed. All such variances shall be

950 manifested by agreements in writing, signed by the Lot Owners and an authorized representative of the Association's
951 Board of Directors, and recorded in the Official Records of Manatee County, Florida. The Association may charge an
952 application fee to the Owner requesting a variance. As a condition precedent, the Owner shall also reimburse the
953 Association its attorney's fees, professional fees and costs incurred by the Association in reviewing and responding to
954 the Owner's request for a variance.
955

956 **14.3 No Waiver.** Variances shall not constitute waivers of any such condition, restriction, limitation or
957 agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable by the Association
958 and other Lot Owners as to all other Subdivision Lots.
959

960 **ARTICLE 15.**
961 **GENERAL PROVISIONS**
962

963 **15.1 Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and
964 shall inure to the benefit of and be enforceable by the Association, or the Owner of a Lot subject to this Declaration,
965 their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this
966 Declaration is recorded, after which time the covenants and restrictions contained in this Declaration shall be
967 automatically extended for successive periods of ten (10) years unless prior to the end of such fifty (50) year period, or
968 each successive ten (10) year period, an instrument signed by the then Owners of two-thirds (2/3) of the Lots or Units
969 agreeing to terminate the covenants and restrictions at the end of such fifty (50) year or ten (10) year period has been
970 recorded in the Public Records of Manatee County. (For purposes of meeting the two-thirds (2/3) requirement, when
971 Units are counted, the Lot or Lots upon which such Units are situated shall not be counted.) Provided, however, that
972 no such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least
973 ninety (90) days in advance of the effective date of such change. This section may not be amended except upon
974 consent of ninety percent (90%) of the institutional lender mortgagees of record and eighty percent (80%) of the Owners
975 as set forth above.
976

977 **15.2 Remedies for Violations.** In the event of a violation or breach of any of the governing documents
978 or restrictions, the Association and any Lot Owner shall have the right, but not the duty or obligation to proceed at law
979 or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The
980 prevailing party in such an administrative proceeding, mediation, arbitration or lawsuit shall recover its reasonable
981 pretrial, trial and appellate attorney's fees and costs from the losing party. Owners shall be jointly and severally liable
982 for all costs, attorney's fees, fines and penalties arising from, as result of or in connection with violations committed by
983 their co-Owners, tenants, family members, invitees, contractors, residents or other legal occupants of the Owner's Lot.
984

985 **15.3 Owner Caused Damage.** Each Lot Owner shall be liable to the Association and/or other Lot Owners
986 for the expenses of any maintenance, repair or replacement made necessary by the Owner's intentional act, omission
987 or negligence, or by that of any member of the Owner's family or the Owner's or their guests, tenants, residents,
988 employees, contractors, or agents.
989

990 **15.4 Waiver.** The failure to enforce any right, reservation, restriction or condition contained herein,
991 however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a
992 breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court
993 of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full
994 force and effect.
995

996 **15.5 Severability.** Invalidation of any part of the Governing Documents by a court of competent
997 jurisdiction shall not affect any other provisions, which shall remain in full force and effect.
998

999 **15.6 Definitions.** The terms used in the Declaration, Articles of Incorporation and the Bylaws shall have

1000 the same meaning as set forth in Section 720.301 of the Homeowner's Association Act (Chapter 720, Florida Statutes),
1001 as it is subsequently amended from time to time and as set forth in Article 1 of this Declaration. If a term is not defined
1002 in Chapter 720, Florida Statutes, herein or is deemed ambiguous by the Association's Board of Directors, the Board
1003 may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest
1004 edition), the common or historical use of the term in the Subdivision or refer to a common dictionary when defining a
1005 term. The Board's definition shall be binding on all parties unless wholly unreasonable and arbitrary.
1006

1007 **15.7 Construction.** This Declaration, the Articles and Bylaws, shall be liberally construed to give effect
1008 to their purpose of creating a plan for a quality single family residential community. Article and section headings have
1009 been inserted for convenience only and shall not be considered in interpretation or construction of the document. This
1010 Declaration, the Articles and Bylaws, shall be construed under the laws of Florida, and shall not be construed more
1011 strongly against any party. Whenever the context of this Declaration, the Articles or Bylaws require, the singular shall
1012 include the plural and the plural the singular, and any one gender may refer to any other gender.
1013

1014 **15.8 Priority of Governing Documents.** The governing documents of the Association shall take priority
1015 in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.
1016

1017 **15.9 Suspension of Use Rights.** In the event that a Member is delinquent for more than ninety (90) days
1018 in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation
1019 is paid, the rights of the Member and such Member's occupant, licensee, tenant, guest or invitee to use the Common
1020 Areas, common facilities or any other Subdivision property. A suspension may not be levied until after providing
1021 fourteen (14) days written notice and an opportunity for a hearing to the member and the violating party, as may be
1022 applicable.
1023

1024 **15.10 Suspension of Voting Rights.** In the event that a Member is delinquent for more than ninety (90)
1025 days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary
1026 obligation is paid, the voting rights of the Member as provided in Section 720.305(4), Florida Statutes. Such a
1027 suspension ends upon full payment of all obligations currently due or overdue the Association.
1028

1029 **15.11 Covenants Running with the Land and Enforcement.** The provisions of this Declaration, and the
1030 rights and obligations established thereby shall be deemed to be covenants running with the land so long as the
1031 property herein binding upon each and all of the Lot Owners, their respective heirs, representatives, successors,
1032 assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Lot
1033 or any interest therein or any ownership interest in the property whatsoever, the person to whom such Lot or interest
1034 is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the
1035 Homeowner's Association Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations
1036 thereunder. The Association and each Lot Owner are hereby empowered to enforce this Declaration, the Bylaws, and
1037 the Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida.
1038

1039 **15.12 Attorney's Fees.** In any legal proceeding arising out of, as a result of or in connection with an alleged
1040 failure or refusal of a Lot Owner, family member, tenant, guest, or invitee to comply with the requirements of the
1041 Homeowner's Association Act or the Governing Documents, as they may be amended from time to time, the prevailing
1042 party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorney's fee before trial,
1043 at trial and on appeal.
1044

1045 **ARTICLE 16.**
1046 **FIRST LIENHOLDER'S RIGHTS.**
1047

1048 A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to
1049 state the name and address of such holder, insurer or guarantor, and the Unit number), will be entitled to timely written

1050 notice of:

1051
1052 (A) Any proposed amendment of the Governing Documents effecting a change in: (i) the
1053 boundaries of any Lot or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Properties
1054 appertaining to any Lot or the liability for common expenses appertaining thereto, (iii) the number of votes in the
1055 Association appertaining to any Lot or, (iv) the purposes to which any Lot or the Common Properties are restricted;

1056
1057 (B) Any proposed termination of the Declaration;

1058
1059 (C) Any condemnation loss or any casualty loss which affects a material portion of the
1060 Development or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible
1061 holder;

1062
1063 (D) Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot
1064 subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period
1065 of sixty (60) days;

1066
1067 (E) Any lapse, cancellation or material modification of any insurance policy maintained by the
1068 Association.

1069
1070 **ARTICLE 17.**
1071 **PERICO BAY MASTER COVENANTS**

1072
1073 This Community is one of several residential developments proposed to be located within **Perico Bay Club**
1074 as hereinafter described. Believing it to be in the best interest of present and future Owners and residents of this and
1075 other developments that may be a part of Perico Bay, Developer has previously declared, established, covenanted,
1076 reserved and provided the following restrictions, provisions, procedures, agreements, covenants, limitations and
1077 reservations, which shall be applicable to this Community as herein indicated:

1078
1079 **17.1 Definitions.** For the purposes of this Article 17, the following terms shall have the following
1080 meanings:

1081
1082 (A) **Component Association.** "Component Association" means an association operating or
1083 representing one or more Component Communities within Perico Bay.

1084
1085 (B) **Component Community.** "Component Community" means a separate condominium,
1086 cooperative, subdivision or other distinct and separate development of residential dwellings within Perico Bay. Each
1087 Component Community shall be separate and distinct, and no Component Community shall be represented or operated
1088 by other than its designated Component Association. If any Component Community is not operated or represented by
1089 a formal Association, then the record owner or owners of such Component Community shall collectively be deemed a
1090 Component Association. Component Communities may, however, enjoy designated Shared Facilities or Limited
1091 Shared Facilities, subject to provisions relating thereto.

1092
1093 (C) **Designated Association.** "Designated Association" means that Component Association
1094 designated as having primary responsibility for the maintenance, repair, replacement and operation of a particular
1095 Shared or Limited Shared Facility. Where a Shared or Limited Shared Facility is located entirely within a given
1096 Component Community, the Component Association for that community will be the Designated Association. Where the
1097 facility is located in more than one Component Community, or located entirely outside any Component Community,
1098 Developer will designate the Component Association with such responsibility.

1100 (D) **Limited Shared Facility.** "Limited Shared Facility" means a facility shared by two or more
1101 Component Communities, but less than all Component Communities within Perico Bay. An example of a Limited
1102 Shared Facility is a swimming pool located within one Component Community, with Shared Use Rights therein granted
1103 to unit owners in another Component Community but not all other Component Communities.
1104

1105 (E) **Perico Bay.** "Perico Bay" means the aggregate of all of those parts of the lands described
1106 in this Section 2 that are developed as Component Communities and designated as a part of Perico Bay.
1107

1108 (F) **Primary Access Roads.** "Primary Access Roads" means Perico Bay Boulevard and all
1109 extensions thereof, by whatever name it may hereafter be known, and such other roads within Perico Bay that may
1110 connect Perico Bay Boulevard to particular Component Communities and the Secondary Access Roads located
1111 therein. Developer reserves the right to designate which roads are Primary Access Roads, either in the documents
1112 establishing Component Communities or by separate written designation.
1113

1114 (G) **Proportionate Share.** "Proportionate Share" means, with respect to a Shared Facility or
1115 Limited Shared Facility, that part of the Shared Expense attributable to and payable by a particular Component
1116 Community. The Proportionate Share shall be determined upon a fair, reasonable and equitable basis, and factors
1117 relied upon shall bear a reasonable and equitable basis, and factors relied upon shall bear a reasonable relationship
1118 to the relative benefit obtained by each Component Community. Factors used in making such determinations may
1119 include where appropriate to the nature of the subject matter, the number of residential units (see Pro Rata Share);
1120 land area; unit measurement of items maintained; measurement of average or estimated consumption of materials or
1121 services; any specific allocation of Shared Expense in any document governing or establishing a facility; and any other
1122 factors having a rational connection to the fair and just allocation of such Shared Expense. Determination of a
1123 Proportionate Share may be based upon a combination of factors, and may take into consideration in-kind contribution
1124 of a Component Community, including but not limited to, payment of non-cost accountable utility expense or the
1125 provision of administrative or other services, including serving as the Designated Association with respect to the
1126 particular facility. In certain instances, Proportionate Share may apply to the required participation in Shared Expense
1127 of the Owner or Owners of lands having Shared Use Rights in a facility, even though such lands are not a Component
1128 Community. In all instances in which this Declaration, or other documents governing a particular facility, prescribe that
1129 each Component Community is to pay a Pro Rata Share of Shared Expenses of a particular facility, then the Pro Rata
1130 Share shall be the Proportionate Share. In the absence of designation in Component Community documents of a
1131 specific formula for determining Proportionate Share, the Boards of the Component Associations involved shall
1132 determine the Proportionate Share of each, and any such determination made in good faith and on a fair, reasonable
1133 and equitable basis shall be binding, and the Proportionate Share of Shared Expenses attributable to this Community,
1134 and each other Component Community, shall be a common expense thereof without need for further cost accounting.
1135 Likewise, the Pro Rata Share or other Designated Proportionate Share shall be a Common Expense.
1136

1137 (H) **Pro Rata Share.** "Pro Rata Share" means a Proportionate Share determined by reference
1138 to relative numbers of residential units having Shared Use Rights. The Pro Rata Share of a particular Component
1139 Community shall be equal to the shared Expense for the particular Shared Facility or Limited Shared Facility, as may
1140 be applicable, multiplied times a fraction, the numerator of which is the number of residential units within that particular
1141 Component Community, and the denominator of which is the total number of Residential Units in all Component
1142 Communities sharing in such Shared Facility or Limited Shared Facility, as may be applicable.
1143

1144 (I) **Secondary Access Roads.** "Secondary Access Roads" means the roads, streets,
1145 Boulevards and lanes located within each Component Community of Perico Bay that provide vehicular or pedestrian
1146 access through such Component Community to one or more other Component Communities of Perico Bay or to lands
1147 that may form a part of Perico Bay. Non-exclusive perpetual easements for such access are reserved in all Secondary
1148 Access Roads within Perico Bay for use by the owners or occupants of all or any part of Perico Bay.
1149

1150 (J) **Shared Expense.** "Shared Expense" means, with respect to a Shared or Limited Shared
1151 Facility, the total cost of maintenance, repair, replacement and operation of the particular facility. Shared Expense shall
1152 include, but not necessarily be limited to, routine maintenance and repair as well as deferred or extraordinary
1153 maintenance; costs of casualty, liability and other insurance, if separately insured; taxes, assessments and utility
1154 charges attributable to the facility; and costs of materials, supplies, administrative and other services used in connection
1155 with the operation, management, repair and replacement of the facility. Shared Expenses shall not include the cost of
1156 alteration or improvement of the facility, except where approved by each Component Community sharing such
1157 improvement cost in such manner as may be provided generally in the Component Community documents for the
1158 governance of approval of improvements to the Component Community. If less than all Component Communities
1159 approve of an alteration or improvement, then the cost of such alteration or improvement shall be shared only by those
1160 who do so approve, but the cost of continued maintenance, repair and operation of the facility as so altered or improved
1161 shall continue to be shared by all Component Communities responsible, whether they have approved of the alteration
1162 or improvement or not. Provided, however, no alteration or improvement to a Shared or Limited Shared Facility may
1163 be made if it will significantly increase the Shared Expense attributable thereto unless Component Communities
1164 responsible for two-thirds of the total Shared Expense approve of the alteration or improvement.
1165

1166 (K) **Shared Facilities.** "Shared Facilities" means common facilities, the use or services of which
1167 is shared by all Component Communities from time to time forming a part of Perico Bay.
1168

1169 (L) **Shared Use Rights.** "Shared Use Rights" means those non-exclusive rights, licenses,
1170 servitudes and, where appropriate, easements, granted to or reserved in favor of a Component Community, its unit
1171 owners, residents and guests and its Component Association, to use a Shared or Limited Shared Facility in common
1172 with others for the usual and ordinary purposes of such facility. (For example, a road easement may be used for access,
1173 as well as utilities, lights and signage, while a swimming pool may be used for recreational swimming, poolside sun
1174 bathing or lounging and hosting of reasonable pool parties.) Each Shared Use Right shall carry with it such easements,
1175 licenses and servitudes for access, utilities and otherwise as may be reasonably necessary or desirable for the full
1176 enjoyment of such Shared Use Right. Shared Use Rights may, but will not necessarily, be accompanied by an obligation
1177 to contribute a Proportionate Share to the Shared Expense thereof.
1178

1179 (M) **Stage.** "Stage" means a defined developmental segment of Perico Bay. A Stage may
1180 include one or more Component Communities and may be developed by Developer or other developers, either
1181 separately or in various combinations. Developer, as defined herein, is the only developer of this Community. No
1182 developer of any Component Community or any Stage of Perico Bay shall be deemed to have any liability or
1183 responsibility as developer of any other Component Community or Stage, other than the particular Component
1184 Community or Communities for which that particular developer is designated as developer in the documents creating
1185 same.
1186

1187 **17.2 Location.** The land that may, in whole or in part, be included as part of Perico Bay is described as
1188 that part of Perico Island lying south of Manatee Avenue West (State Road No. 64) in Bradenton, Manatee County,
1189 Florida. Not all parts of such land may be developed as part of Perico Bay, but any part of such land may be so included.
1190 Each separate residential development that is to be a part of Perico Bay will be designated as such in the documents
1191 establishing such development, or by other record notice that such development is a Component Community, and shall
1192 thereupon become a Component Community. This Community is hereby designated as part of Perico Bay and shall
1193 be a Component Community.
1194

1195 **17.3 Type of Development.** The lands that may be included within Perico Bay may be used for any lawful
1196 purpose. Developer anticipates, however, that much of the land described in Section 2 will be developed for residential
1197 purposes compatible with or complimentary to this Community. Certain environmentally sensitive lands are intended
1198 for preservation through restrictions limiting or prohibiting development. Parts of the lands described in Section 2 that
1199 do not become a part of Perico Bay may nevertheless enjoy certain Shared Facilities or Limited Shared Facilities, such

1200 as easements for access, utilities and drainage. Component Communities may be condominiums, cooperatives,
1201 subdivisions, apartments or other forms of residential development. It is not anticipated that Developer will develop all
1202 of Perico Bay, or the lands that may be included within Perico Bay (Bristol Bay). Each Component Community of Perico
1203 Bay will be established, owned, represented and operated independently, even though such Component Communities
1204 may enjoy Shared Facilities or Limited Shared Facilities. The documents creating each Component Community will
1205 described and define those Shared Facilities and Limited Shared Facilities.
1206

1207 **17.4 Access to Perico Bay.** The following provisions describe the access roads that will serve Perico'
1208 Bay and, to a limited extent, lands that may be a part of Perico Bay but which are not included as part thereof. Both
1209 the Primary and Secondary Access Roads shall be deemed Shared Facilities.
1210

1211 (A) **Primary Access.** The Primary Access Roads consist of Perico Bay Boulevard, as depicted
1212 on Exhibit A, and extensions thereof, as well as roads that connect or will connect Perico Bay Boulevard with individual
1213 Component Communities and the Secondary Access Roads located within such Component Communities. Developer
1214 reserves the right to designate those roads that constitute Primary Access Roads. Extensions of the Primary Access
1215 Roads into other parts of Perico Bay shall be constructed at no cost to the unit owners in this Community, and Developer
1216 represents that the Primary Access Roads shall be extended only in conjunction with an increase in the number of
1217 Component Communities obligated to pay a Pro Rata Share of the Shared Expense of such Primary Access Roads.
1218

1219 (B) **Secondary Access Roads.** Extended and alternate access to and through the several
1220 Component Communities shall be over the interior roads, boulevards, streets and lanes of the several Component
1221 Communities, including this Community, described herein as Secondary Access Roads.
1222

1223 (C) **Easements For Access.** Easements for Secondary Access Road purposes are created
1224 and reserved over the interior roads and streets of this Community in Article III and IV hereof. The interior roads of all
1225 Component Communities of Perico Bay shall in the aggregate form a network of Secondary Access Roads. The
1226 Common Properties of this Community do not include the fee simple to the Primary Access Roads or to any of the
1227 Secondary Access Roads not located in this Community, but instead include perpetual, non-exclusive easements over
1228 such roads for ingress to and egress from the Community Property, and for utilities and drainage, as set forth in Articles
1229 III and IV. Developer shall cause such common easements in the Secondary Access Roads within this Community to
1230 be granted to the owners of other Component Communities in Perico Bay, and shall provide that such Secondary
1231 Access Roads located in other Component Communities have easements in favor of the unit owners of this Community.
1232 Developer shall cause like easements in the Primary Access Roads to be granted to all other Component Communities
1233 of Perico Bay and those parts of the lands described in Section 2 that are not part of Perico Bay. The establishment of
1234 the Primary and Secondary Access Roads may be by specific grant or by inclusion of such easement rights as
1235 appurtenances to Component Communities, or by any combination thereof.
1236

1237 (D) **Maintenance of Access Roads.** The Shared Expense of the Primary Access Roads shall
1238 be apportioned among all Component Associations within Perico Bay, including the Association operating this
1239 Community. Each Component Association shall pay a Pro Rata Share of the Shared Expense. Maintenance shall
1240 include not only ordinary road maintenance, but also maintenance of landscaping within the Primary Access Road and
1241 the payment of any real estate taxes with respect thereto. During the development of Perico Bay, Developer shall
1242 provide initial maintenance of the Primary Access Roads and shall certify all actual costs incurred (excluding any
1243 overhead or profit to Developer) as the Shared Expense to the Component Associations from time to time comprising
1244 Perico Bay. Each Component Association shall thereupon remit to Developer its Pro Rata Share of such certified cost
1245 of maintenance. At such time as Developer transfers ownership of the Primary Access Roads pursuant to this Article,
1246 the Designated Association shall carry out such maintenance and repair and certify the Shared Expense thereof to
1247 each Component Association, the Secondary Access Roads contained within the several Component Communities
1248 shall be maintained by their respective Component Associations as a common expense of each such Component
1249

1250 Community, notwithstanding the reciprocal easement and other rights of owners of units in other Component
1251 Communities to use such roads.

1252
1253 (E) **Dedicated to the Public.** Within a reasonable time after completion of Perico Bay, or at
1254 any time prior thereto, Developer may cause the Primary Access Roads to be dedicated to the public, by deed or
1255 otherwise, with or without official acceptance by the government having jurisdiction of same, and with or without
1256 acceptance of same for maintenance by any unit of government. Similarly, Developer may also cause all or any part
1257 of the Secondary Access Roads, whether in this Community or other Component communities, to be so dedicated.
1258 Such dedications may be made without the joinder or consent by any unit owner or Component Association, or the
1259 holder of any mortgage or lien on any part of Perico Bay. In lieu of such dedication. Developer may cause the fee
1260 simple title to the Primary Access Road to be conveyed to the several Component Associations within Perico Bay or
1261 to Perico Bay Club Association, Inc. Any such conveyance shall be subject to any and all easements previously
1262 reserved or granted therein, and shall be by fee simple deed. If conveyed to the Component Associations, each such
1263 Component Association shall receive an undivided interest therein in the same proportion by which such Component
1264 Association contributes its Pro Rata Share to the Shared Expense of such Access Roads. Nothing contained herein
1265 shall prevent such grantees from subsequently dedicating the Primary Access Roads.

1266
1267 **17.5 Drainage Facilities.** This Community, and each other Component Community, requires stormwater
1268 retention and detention facilities. Developer has caused the design and will cause the construction of certain ponds
1269 and lakes, with associated interconnections, structures, outfalls and other related installations, all of which will serve
1270 this Community and certain other parts of Perico Bay as a Limited Shared Facility. Developer reserves the right to
1271 expand or modify such Limited Shared Facility by the creation of additional drainage easements, and all such
1272 easements and facilities so designated shall be a part of the "Drainage Easement" and be a Limited Shared Facility.
1273 Such facilities are located outside this Community. Article IV of this Declaration provides non-exclusive easements for
1274 such drainage, detention and retention purposes for the benefit and use of the Community property. This Community
1275 shall have Shared Use Rights in such drainage facilities. Each Component Community whose drainage is provided by
1276 such facilities, including this Community, shall be responsible for a Pro Rata Share of the Shared Expense of such
1277 facilities. Each Component Community having Shared Use Rights in such drainage facilities will describe and identify
1278 them in the documents establishing such Community. Developer reserves the right to prescribe a Designated
1279 Association for the purposes of carrying out the maintenance of such Limited Shared Facility. No unit owner nor the
1280 Association shall interfere with or change the drainage system in such a manner as to impair it, or to change the
1281 levels or flow without a certificate of an engineer licensed to practice in Florida and approval of applicable units of
1282 government having jurisdiction. Developer intends to, and reserves the right to, transfer ownership of the Drainage
1283 Easement to Perico Bay Club Association, Inc. or to the Component Associations responsible for the Shared Expense
1284 thereof in the same manner as provided for the disposition of the Primary Access Roads under Section 4(e).

1285
1286 **17.6 Gatehouse.** Developer has constructed a Gatehouse facility, located within Perico Bay Boulevard,
1287 at the entrance to Perico Bay. The Gatehouse is intended to provide a visual amenity to, and external identification of,
1288 Perico Bay, and allow for a measure of limited or controlled access to Perico Bay. The Gatehouse will be owned initially
1289 by Developer, who will operate, maintain and dispose of the Gatehouse according to the provisions of this Section 6.

1290
1291 (A) **Licenses.** Developer, for itself, its successors, assigns, agents and contractors reserves
1292 ownership of the Gatehouse facility, together with all appurtenant and necessary easements and licenses within Perico
1293 Bay Boulevard for the construction, continuation, relocation, operation, maintenance and repair of the Gatehouse and
1294 for the furnishing of utility services thereto.

1295
1296 (B) **Right of Relocation.** Developer reserves the right, at its expense, to relocate the
1297 Gatehouse within Perico Bay Boulevard as it may determine.

1298
1299 (C) **Right to Discontinue or Modify.** Developer reserves the right, in its sole discretion, to

1300 discontinue the existence of the Gatehouse and remove same. Developer further reserves the right to determine
1301 whether or not such Gatehouse will be staffed, and if staffed, by whom and during what time periods. It is Developer's
1302 plan that the Gatehouse shall remain to serve the residents of Perico Bay. Developer does not, however, own all of the
1303 land that may comprise Perico Bay, and if the owners of lands that are not made part of Perico Bay, or other developers
1304 within Perico Bay, determine that the Gatehouse should not be continued for any reason, including but not limited to a
1305 determination that the Gatehouse may restrict free access to and use of their lands, or that it should be continued but
1306 only as a non-functional visual amenity, Developer is required by separate agreements with such third parties to comply
1307 with their determinations. Developer may exercise its discretion hereunder independently, and may, but shall not be
1308 required to, take into consideration the cost of operation of the Gatehouse, market conditions and the preferences of
1309 the residents of the several Component Communities of Perico Bay.

1310
1311 (D) **Operation and Expenses of Gatehouse.** During the development of Perico Bay,
1312 Developer shall own, manage and operate the Gatehouse as above provided. In addition to the determinations outlined
1313 in subsection (c) above, Developer may determine whether the Gatehouse will have operational or decorative gate
1314 arms and, if operable, whether they will be operated by persons located within the Gatehouse, automatically or by
1315 some combination thereof. All Shared Expense associated with the Gatehouse will be paid initially by Developer. The
1316 Gatehouse shall, however, be classified as a Shared Facility, and each Component Association (including the
1317 Association) shall be required to pay to Developer a Pro Rata Share of costs actually incurred by Developer, but without
1318 any overhead or profit to Developer.

1319
1320 (E) **Disposition of Gatehouse.** At any time, Developer may transfer the ownership of the
1321 Gatehouse and the responsibility for its operation and maintenance to a Designated Association (including the
1322 Component Association operating this Community), or to all Component Associations, or to Perico Bay Club
1323 Association, Inc. At such time as Developer does transfer ownership and control of the Gatehouse, it will provide for a
1324 Designated Association. From the time of such transfer each Component Association shall be responsible for its Pro
1325 Rata Share of Shared Expense of the Gatehouse, with such Pro Rata Share being paid to the Designated Association.
1326 If title is conveyed to one or more Component Associations, determinations with respect to the ongoing operation and
1327 disposition of the Gatehouse shall, after the transfer of control and ownership by Developer, be made by all Component
1328 Associations, with each Component Association having a weighted vote in proportion to its Pro Rata Share of the
1329 Shared Expense upon the several Associations reaching agreement on the procedure to be used to make
1330 determinations with respect to the Gatehouse.

1331
1332 **17.7 Common Lighting.** Certain street lighting along the Primary Access Roads, as well as street lighting
1333 adjacent to certain Secondary Access Roads, Gatehouse lighting, entry way lighting and certain accent lighting shall
1334 constitute Shared Facilities. The light: fixtures, as well as the cost of the electrical power thereto and the Shared
1335 Expense thereof, shall be shared by all Component Communities of Perico Bay, with each Component Community
1336 paying its Pro Rata Share. Developer shall furnish the Association from time to time with a designation of all such
1337 Shared Facility lighting fixtures, and the name of the Designated Association. Common Lighting shall be considered a
1338 part of the Primary Access Roads.

1339
1340 **17.8 Shared Irrigation Systems.** Proper design shall in some instances result in a single irrigation system
1341 serving more than one Component Community and, in some instances, a Component Community being served by
1342 more than one such system. Where an irrigation system serves more than one Component Community, it shall be a
1343 Limited Shared Facility and each Component Community or other part of the lands described in Section 2 sharing such
1344 Limited Shared Facility shall pay a Proportionate Share of the Shared Expense thereof. If an irrigation system also
1345 serves a Shared Facility, such as the Primary Access Roads, a Proportionate Share of the Shared Expense of such
1346 other Shared Facility.

1347
1348 **17.9 Covenant of Maintenance Obligations.** Developer covenants that other lands within Perico Bay
1349 having Shared Use Rights in Shared Facilities or Limited Shared facilities shall be required to contribute to the Shared

Expense in the manner provided in this Article, if so required, except as herein otherwise provided. Notwithstanding the general obligation to contribute that shall be imposed, the owner of certain lands enjoy a pre-existing access easement in the Primary Access roads, pursuant to access easements reserved in O.R. Book 1024, Page 3607, and if such lands do not become part of Perico Bay, then the owner or owners thereof shall have the right of access over the Primary Access Road without being required to contribute to the maintenance thereof. Provided further, the commercial of professional lands adjacent to Perico Bay fronting on Manatee Avenue West shall have the right to use the northerly 400 feet of the Primary Access Roads at a cost contribution of 25% of the Shared Expense of maintaining, repairing and replacing the northerly 400 feet of the pavement only. Such commercial lands shall also have the right to utilize drainage facilities and retention ponds within the Drainage Easement without cost contribution to the maintenance thereof. Such lands may have Shared Use Rights in one or more irrigation systems and shall pay a Proportionate Share of the Shared Expense thereof.

17.10 Shared Facilities as Appurtenances. The non-exclusive easements and rights of way for access, ingress and egress, utilities and drainage described in this Declaration, together with such additional extensions of the Primary Access Roads, additional Secondary Access Roads and other Shared or Limited Shared Facilities described herein or contemplated hereby, shall be appurtenances to each unit in this Community, and shall pass with the transfer of such unit without being specifically mentioned, and may not be separated therefrom. Similar non-exclusive easements, licenses, servitudes and rights of way created in other Component Communities may be reserved in favor of the owners of units in this Community, and upon such reservation shall, without more, become an appurtenance to each unit in this Community.

17.11 Implementation of Maintenance. In each instance in which the Association or any other Component Community has an obligation to contribute a Proportionate Share of the Shared Expense of a Shared or Limited Shared Facility, the Designated Association for such facility shall certify the total Shared Expense thereof to each Component Association responsible for contribution thereto. Each such Component Association shall thereupon remit to the Designated Association its Proportionate Share of such certified cost. The Shared Expense may be estimated for reasonable periods in advance, not to exceed one year, and be payable in advance in one or more installments, as the Designated Association may reasonably determine; may be certified and paid as actual Shared Expenses are incurred; may be certified in arrears; or may be certified in any combination thereof. If certification and payment is made in advance, the Designated Association shall account to each contributing to each Component Association for actual Shared Expenses incurred, and shall credit or return any excess payment to the contributing Component Associations.

No estimate or certification shall prevent a Designated Association from certifying and collecting additional Shared Expense actually incurred. The Designated Association may include as part of the Shared Expense actual administrative costs associated with serving as the Designated Association, including but not necessarily limited to, postage, bank service or check printing charges, duplicating charges and accounting fees. The Designated Association shall credit to Shared Expense any interest actually earned on any Shared Expense collected in advance. The Proportionate Share of each Component Association required to contribute shall be a common Expense of the Component Community operated by such Association, including the Proportionate Shares payable by this Community. If any Component Association fails to pay its Proportionate Share when due, the Designated Association or any other Component Association, or the Developer, may advance such sums as may be necessary to pay such defaulting association's share. Any sum so advanced shall bear interest at the highest rate permitted by law, beginning thirty days after written notification of such advance. If it becomes necessary to enforce payment of a Proportionate Share, then the prevailing party shall be entitled to all costs thereof, including a reasonable attorney's fee, whether enforced by litigation or otherwise. Where appropriate, during the development of Perico Bay the Developer, or other developers at Perico Bay, may temporarily act in the capacity of the Designated Association for a particular Shared or Limited Shared Facility, and have and exercise the same rights and obligations of the Designated Association with respect to such facility, the certification, collection and accounting of the Shared Expense therefor.

17.12 Master Homeowners Association.

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As stated in Article 2.13 of this Declaration, there is a Master Homeowners Association which is given authority to maintain, preserve, manage and control common property located within the planned community called "**Perico Bay Club.**" Constituent documents for the Master Homeowners Association are recorded in Official Records Book 1181, Page 498, et seq., Public Records of Manatee County, Florida, as amended. Notwithstanding anything herein to the contrary, where appropriate, **Perico Bay Club Association, Inc.** may act in the capacity or a Designated Association for a particular shared or limited share facility, and have and exercise the same rights and obligations of the Designated Association with respect to such facility, and certification, collection and accounting and Shared Expense therefor. Further, in lieu of implementing the scheme contemplated by the underlying constituent documents as referenced in this Article XII, Developer may designate the primary and secondary access roads, gatehouse, common lighting, shared irrigation systems, trimming of the mangrove fringe, and any and all other properties tentatively identified as "common properties" under this Article, to the jurisdiction and control of Perico Bay Club Association, Inc., pursuant to the terms and conditions of those constituent documents. In such case, the provisions of this Article 17 shall be subordinate and inferior to the provisions of the constituent documents which shall control the operation of the Perico Bay Club Association, Inc. and the obligations and responsibilities accruing to it for purposes of maintenance and preservation of the common properties and enforcement of other applicable terms and conditions.

This Amended and Restated Declaration of Covenants and Restrictions were duly adopted at the _____, 202__ membership meeting of **SPOONBILL COURTYARD HOMES ASSOCIATION, INC.**

SPOONBILL COURTYARD HOMES ASSOCIATION, INC.

Sign: _____
As its President

(Corporate Seal)

Attest: _____
As its Secretary

