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Our File No.: 14455

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SARASOTA COUNTY, FLORIDA  
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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF THE TOWNS AT LAKESIDE**

**THIS DECLARATION** is made this September 28, 2004 by **WESTFIELD HOMES OF SOUTHWEST FLORIDA**, a Florida general partnership, hereinafter called "Westfield."

**WITNESSETH:**

**WHEREAS**, Westfield is the Owner of certain property in Sarasota County, Florida, which is more particularly described as the Towns at Lakeside described on the plat thereof recorded at Plat Book 44, Page 38 et seq. ("the Plat") of the Public Records of Sarasota County, Florida (the "Property" or "Townhomes"); and

**WHEREAS**, the Property is subject to the covenants, conditions and restrictions set forth in the Panacea Master Covenants recorded in O. R. Instrument #2000155820 of the public records of Sarasota County, Florida, as amended from time to time (the "Master Declaration"); and

**WHEREAS**, for the purposes stated hereinafter Westfield desires to impose upon the Property certain additional covenants, conditions and restrictions which will touch and concern the Property and are intended to be covenants running with the land.

**NOW, THEREFORE**, Westfield hereby declares that all of the Property above described shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**Section 1. "Architectural Control Committee"** means such committee as created and defined in Article VI hereof.

**Section 2. "Articles of Incorporation"** shall mean the Articles of Incorporation of the Association attached hereto as Exhibit "A", together with any recorded amendments thereto and such are incorporated herein by reference.

**Section 3. "Association"** shall mean and refer to The Towns at Lakeside Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

**Section 4. "Board"** shall mean the Board of Directors of the Association.

**Section 5. "Bylaws"** shall mean the Bylaws of the Association attached hereto as Exhibit "B", together with amendments thereto and such are incorporated herein by reference.

**Section 6. "Common Area"** shall mean any and all real property (including any improvements thereto) or any easement or interest therein, now or hereafter owned by the Association or which is declared to be Common Area by this Declaration, or which is dedicated to the Association on any recorded plat, or which is intended to be a Common Area by Declarant. Common Area may include but are not limited to recreation facilities, parks, linear parks, open areas, conservation areas, preservation areas, conservation and/or preservation easements, retention/detention areas, drainage facilities, ditches, wetlands mitigation areas, floodplain compensation areas, lakes, ponds, Surface Water Management System Facilities, landscaped barriers, nature preserves, roads, streets, rights-of-way and lighting facilities thereto, guardhouse, gatehouse, entranceways and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of Common Areas will be provided. The Common Areas shall initially include those areas so designated on the plat of the Towns at Lakeside, as Common Area dedicated to the Association, and being the following tracts of land:

Open Space Tracts  
Lake, Drainage, Utility and Landscape management Easement Tracts,  
Wetland Conservation Easement Tracts  
Upland Preservation Easement Tracts  
Drainage Easement Tracts

**Section 7 "Declarant"** shall mean and refer to Westfield Homes of Southwest Florida, a Florida general partnership.

**Section 8 "Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Towns at Lakeside.

**Section 9 "Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of the Common Areas.

**Section 10 Master Association**” is defined in the Master Declaration.

**Section 11. “Master Declaration”** shall mean and refer to the Panacea Master Covenants, recorded at O. R. Instrument #2000155820 of the Public Records of Sarasota County, Florida, as may be amended from time to time.

**Section 12. “Member(s)”** shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and the Articles of Incorporation and the Bylaws of the Association. References herein to “members” shall mean “Members” and vice versa.

**Section 13. “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 14. “Plat”** shall mean and refer to the recorded plat of The Towns at Lakeside Plantation per map or plat thereof, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ Public Records of Sarasota County, Florida and any subsequently recorded plat of any future phase of the Towns at Lakeside. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

**Section 15. “Property”** shall mean and refer to that certain real property hereinabove described, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by recording supplemental Declarations.

**Section 16. Surface Water Management system Facilities** shall include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas and other tracts set aside or created for drainage purposes.

**Section 16. Other Capitalized Terms.** Other capitalized terms may be used in this Declaration, whose definitions shall be found in the other text hereof. Such defined terms shall have the same meaning throughout this document as they are defined in the text of this document.

## ARTICLE II PROPERTY RIGHTS

**Section 1. Common Area.** “Common Area” as used herein means all property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association or dedicated on the plat of the Property for the common use and enjoyment of all Owners. The Common Area Tracts, Tract A and Tract B, shall be owned by the Association, but use and access shall be limited to Members and Owners (together with their respective tenants and invitees) of Townhomes, except as otherwise expressly provided herein.

**Section 2. Community Development District Property.** As provided in the Plat, Jonah Drive, Rosewood Lane, Melrose Drive, Feilicity Place, and Mulberry Lane each being a private right-of-way, drainage and utility easement as shown on the Plat shall be granted to the Lakeside Plantation Community Development District for ownership, operation, and maintenance.

**Section 3. Utility Easements.** Public Utilities serving the Property and Lots, have been, or will be, installed underground within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all improvements upon the Property and a permanent, perpetual and non-exclusive easement for utilities over the Property is hereby granted to the providers of utility (including Sarasota County and any other governmental agency) service to the Property. Any and all use of utility easements shall be in accordance with the applicable provisions of this Declaration. If any wall or fence is installed by the Declarant or any home builder over any public utility easement, such installation is at the risk of the party making the installation and the public utility shall have no obligation to restore the wall or fence to its condition prior to any construction work by the provider of the utility.

**Section 4. Public Easements.** Fire, police, health, sanitation, (including trash collection), cable communications, drainage and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Property, the Common Area and each Lot.

**Section 5. Association's Right of Entry.** The Association's duly authorized representatives, contractors or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association, including the duties of maintenance as set out herein.

**Section 6. Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 4 above. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 7. Private Streets.**

(a) Declarant hereby grants to fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles, a permanent and perpetual easement for ingress and egress over and across the Common Area, including any private streets within the Property.

(b) Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and nonexclusive easement

over the Common Area constructed as streets and roadways, for the purposes of ingress and egress to any area of the Property.

**Section 8. Operation of Gated Entries.** The following provisions shall apply in the event that the Declarant installs any gated entry feature serving the Property. By acceptance of a deed to a Lot within the Property, each Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Owners further acknowledge and agree that an entrance gate does not guarantee the Owners' personal safety or security of Owners' Property. Owners acknowledge that the Declarant and the Association have no control over said gates and Owners hereby release Declarant and the Association from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their Property, because a gate in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within public or private streets, parks or Common Area. Owners agree that the Declarant and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of a gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate.

**Section 9. Liability of Association.** Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (hereafter, collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, Owner, occupant or user of any portion of the Property or improvements thereon, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County and/or any other jurisdiction or the preventions of tortious activities;

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the

association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason;

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article; and

(e) the Property may contain recreation areas, open spaces, and water areas and other natural elements which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Area and easements, which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this Article, "Association" shall include within its meaning the Declarant, and the directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the Association and the Declarant.

**Section 10. All Rights and Easements Appurtenances.** The benefit of all rights and easements granted by this Article, or by any supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such supplemental Declaration, unless this Article, or such supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

#### **Section 11. Maintenance.**

(a) Responsibility of Association. The Association shall provide grounds maintenance, exterior painting, and at the times determined by the Board of Directors of the Association, replacement of all of the shingles upon each roof, and each Lot is subject to an Annual Assessment (and Special Assessment if necessary) for such maintenance as provided in this Declaration, as the case may be, as follows: (i) the exclusive right to conduct grounds maintenance, hereinafter defined as mowing, blowing, edging, fertilization, insect, weed and disease control, irrigation and maintenance of lawns; trimming and replacement of trees, shrubs and landscaped areas, including any partially enclosed front yards of Lots, walks, fences, walls and hedges (if any); removal of debris from gutters; maintenance, repair and replacement of the subdivision entry security gate, and other exterior improvements in the Common Area installed by a Declarant; (ii) the exclusive right to painting and repair of exterior building surfaces at the times determined by the Board of Directors of the Association; (iii) the exclusive right to replace all shingles on all residential

buildings, (iv) repair, replacement, and maintenance of the utility easements located under each Lot, including, but not limited to water and sewer lines or pipes, fire hydrants, wells, lift stations, pumping stations, building sewage disposal plants, other utility plants and other appurtenant facilities lying within or upon the Property; (v) the right to repair, replace and maintain irrigation systems on or under the exterior of each Lot and within any irrigation easement or wall easement, (vi) building repainting every five (5) years, (vii) roofs shall be pressure washed every two (2) years, (viii) shingle replacements, but only on one whole building at a time. The Association's duty of exterior maintenance does not include: glass surfaces, replacement of exterior doors, gutters or any trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area including the enclosed rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping installed by Declarant along the boundary between any Lot and the Common Area, if any. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for the purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the "Development Wide Standards" as defined in the Master Declaration. Such standard may be more specifically determined by the Board and/or committees required or permitted to be established pursuant to this Declaration or the By-Laws. The Association shall have sole discretion as to the timing and necessity of maintenance activities.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair and replacement of all glass surfaces on said Lot; (ii) repair and replacement of all exterior doors; (iii) repair and maintenance of all exterior doors, windows and vents; (iv) repair and maintenance of gutters (other than removal of debris therefrom); (v) inspection and repair of all cracks in cementitious texture surfaces; (vi) inspection and repair of all cracks or peeling exterior paint; (vii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area, if any, including the rear patios of an Owner's respective Lot; (viii) maintenance, repair, or replacement of damage resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (ix) repair or replacement of any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant or other invitee of such Owner; (x) repair, replacement and maintenance of additional landscaping installed by an Owner within a fully enclosed patio or entry area, including the enclosed rear patio of an Owner's Lot; (xi) cleaning of walks or driveways when such cleaning is necessary as determined by the Association, and the cleaning is necessitated by excessive wear or staining; and (xii) roof repair (other than replacement of all of the shingles thereon required by the Association) and maintenance, including but not limited to, such repairs and maintenance as may be necessary to stop or prevent leaks and removal of mildew, algae and other stains. The Owner shall be responsible for removing any stains on a residence or paved area, which may be caused due to water quality or irrigation system. The Association may require from time to time, that Owners adopt

systems to prevent stains (such as automatic de-ionization systems). No Owner with a townhome adjoining a lake may utilize the lake to irrigate unless provided by Declarant as part of the original construction, subject to applicable permitting. All maintenance performed by the Owner shall be at least up to the Development Wide Standards, as defined in the Master Declaration.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area, if any, on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, required because of any willful act of such Owner or any member of such Owner's family or household or any guest, tenant or other invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; (v) the Owner fails to comply with any of the maintenance requirements set forth in subparagraph (b) immediately above; and (vi) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(d) Exterior Maintenance Assessment. An annual exterior maintenance assessment to provide and be used for the exterior painting and grounds maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including replacement of all shingles thereon and building painting, together with reserves for any and all of the foregoing, shall be assessed against each Lot as more fully described in Article VIII hereof.

(e) Repainting of Homes. If the exterior of any home (including trim, doors and garage doors) is repainted, it shall be painted in the same color or as close to the original same color unless an alternative color is approved by the ACC.

### ARTICLE III GENERAL PROVISIONS

**Section 1. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.



**Section 2. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by this Declaration or the Association Documents. Failure of the Declarant, the Association or any Owner or Member to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association or any Member or Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including, but not limited to, attorneys' fees relating to such action and any appeals thereto, as well as other appellate costs, if necessary. If any such action is brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**Section 4. Duration.** This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Sarasota County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

**Section 5. Amendment. Section 5. Amendment.** This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Association with the approval of at least seventy-five percent (75%) of each class of the voting members, and thereafter with the approval of not less than sixty-six and one-third percent (66 1/3%) of the voting members. If the Federal Housing Administration and/or the Veterans Administration insures or guarantees any mortgage loans on Lots within the Property, any such amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as to the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant without its prior written consent thereto, nor shall any amendment affect the drainage provisions hereunder without the prior consent of the Southwest Florida Water Management District. but no record of such approval shall be required to be recorded with the amendment. Any amendment shall be recorded in the public records of Sarasota County, Florida. Notwithstanding the above, Declarant may amend this Declaration without the consent of any other party within two years of recording if: (a) required by a governmental agency or Southwest Florida Water Management District, or (b) to correct a scrivener's error herein.

**Section 6. FNMA/FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA), if deemed necessary in the sole discretion of the Declarant:

- (a) Mortgaging of Common Area;
- (b) Dedication and conveyance of Common Area;
- (c) Annexation of additional Property;
- (d) Amendment of this Declaration of Covenants, Conditions and Restrictions;  
or
- (e) Merger, consolidation and/or dissolution of the Association.

**Section 7. Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**Section 8. Association Information.** Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners, mortgage holders, insurers or guarantors of any mortgage, current copies of this Declaration, the Master Declaration, Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Property, all amendments thereto, and the books, records and financial statements, for the immediate proceeding fiscal year of the Association.

**Section 9. Effective Date.** This Declaration shall become effective upon its recordation in the Sarasota County Public Records.

**Section 10. Encroachment Easements.** In the event that any Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any

Common Area shall encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

**Section 11. Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or Bylaws of the Association, the Declaration of Covenants, Conditions and Restrictions shall govern. In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Master Declaration, the stricter provision shall govern.

**Section 12. Interpretation.** When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa, and one gender shall include both genders. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

**Section 13. Additional Land.** The Declarant reserves the right to annex additional land, and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A membership. Upon filing of a supplemental Declaration, the Lot Owners of the annexed real property shall be Members of the Association and Master Association and shall enjoy all the rights and privileges thereto, including the use of Common Area and recreational facilities. The Declarant reserves the right to withdraw land from this Declaration without the consent of any Member or Owner. Withdrawal shall be by a supplemental Declaration removing the affected lands from the provisions of this Declaration.

**Section 14. Consent of Mortgagees.** The undersigned mortgage holders hereby join in and consent to the recording of this Declaration, and agree that the liens of their respective mortgages are subordinate and inferior to the Declaration.

**Section 15. Mortgage or Conveyance of Common Area.** The Common Area, or any part of the Common Area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members in writing or by vote at a meeting at which a quorum is present.

**Section 16. Meeting Requirements.** Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty-six percent (66%) of the votes described in Article IV, Section 2, outstanding constitutes a quorum.

## ARTICLE IV USE RESTRICTIONS

**Section 1. Use.** No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two (2) stories, patios, porches, landscaping, walls, fencing, and sidewalks appurtenant thereto. Carports are not permitted. All such improvements must be approved in writing by the Architectural Control Committee prior to commencement of construction or addition of any landscaping.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. No storage buildings shall be permitted. However, the provisions of Sections 26 and 27 of this Article shall supersede this section.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of porches, patios and lanais shall be not less than 1,200 square feet. Living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

**Section 4. Minimum Lot Size.** The minimum lot size shall be 1,630 square feet, or 16.33 feet wide by 67.00 feet deep. No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot will be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant.

**Section 5. Setbacks.** The minimum setback lines imposed by Sarasota County are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Minimum setbacks for buildings (or screened lanais and porches as the case may be) shall be those required by applicable zoning ordinance. No dwelling or other structure shall be erected in violation of zoning ordinances.

**Section 6. Nuisance Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraphs 26 and 27 of this Article. Each Owner shall refrain from any act or use of his Lot or any Common Area that could reasonably cause embarrassment, discomfort, annoyance or a nuisance to another Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot or Common Area. Activities that could possibly damage buildings (e.g., golf) are strictly prohibited. Common parking areas shall be kept free of trash and debris at all times. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles (including oil changes) and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by a Declarant or builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Property. Notwithstanding the foregoing, no pit bulls or rottweilers shall be permitted and the following shall apply with regard to any pet which is allowed to be kept in or on a Lot:

(a) Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area.

(b) Owners of a cat or dog shall be required to remove immediately all forms of cat waste and dog waste from the Property, including but not limited to lawns, walks, driveways, and parking areas, and such pets shall not be allowed to deposit waste in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

(c) No pet will be allowed which creates excessive noise, emits noxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

(d) Any Owner of a pet allowed hereunder who is the subject of three (3) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Lot upon notice of same from the Board of Directors or the Association's management company, and said Owner shall not be allowed to have any pets within the Lot at any time thereafter, except upon the express written consent of the Board of Directors.

(e) No more than a total of two (2) cats, dogs, or birds may be kept on any Lot.

(f) Breeding of pets is not allowed.

(g) Neither the Developer nor the Association shall establish any pet runs or specific pet walking areas.

**Section 9. Signs.** No signs of any kind, including "For Rent", or "For Sale" or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than four square feet in size, which shall only advertise the property for sale; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings.

(Signs permitted pursuant to Paragraph 27 herein are exempt from this Section 9.) The Association may establish architectural control guidelines regarding the exact location of all signs within the Property.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted provided they have received prior approval from the ACC and otherwise comply with Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view, if possible, in order to keep the Property free from unsightly television reception devices.

**Section 11. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision plat(s) of the Property. Within these easements, no structure, walls, fences, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration or without the prior approval of the Architectural Control Committee.

**Section 13. Fences, Walls, and Hedges.** Fences, walls, and hedges of any kind are not permitted within the Property, unless constructed or installed by the Declarant. If so constructed, they shall be continuously maintained in a first class manner by the Owner of the Lot(s) upon which they are constructed.

**Section 14. Sidewalks.** Sidewalks, if any are required, shall be installed at the expense of the Declarant according to the specifications of Sarasota County, Florida, the line and grade of said sidewalk to be in accordance with site plan of such Lot approved by the Architectural Control Committee.

**Section 15. Commercial Uses.** No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by the city of North Port as a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except as set forth in Paragraphs 26 and 27 of this Article.

**Section 16. Appearance of Lots.** No Lot, Common Area, common parking areas or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improved or unimproved, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly,

offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner at dumpster locations. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

**Section 17. Lot Upkeep and Maintenance.** Except for the maintenance responsibilities of the Association, all Lot Owners with completed residences thereon shall keep and maintain the exterior of all buildings, structures and improvements located on the Owner's Lot, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation the painting, repairing, replacing and caring for gutters (other than debris removal therefrom), downspouts, exterior building surfaces, lighting fixtures, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

**Section 18. Mailboxes.** The Association for the benefit of Owners shall maintain mail kiosks. No individual mailboxes shall be permitted on a Lot.

**Section 19. Vehicles.**

(a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, or bus shall be permitted to remain on any Lot or street within the Property. Commercial vehicles as defined herein and any truck or vehicle greater than three-quarter (3/4) ton capacity, which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Property except on a temporary, short-term basis as defined herein. Any vehicle three-quarter (3/4) tons or less that has signage or other advertising or commercial displays affixed thereto, that is used as a daily mode of transportation, may be parked within the Property. All motor vehicles permitted to be on a Lot must park at all times on pavement in a dedicated parking location, and shall not park on the grass or non-paved area of the Lot. Overnight parking on the street is strictly prohibited.

(b) No motor bike, motor scooter, moped, dual axel vehicle, ATV (all terrain vehicles) or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or the like, may be operated within the Property or permitted to be parked or stored on any Lot, or other residential property, street, road or any other part of the Property. Notwithstanding the foregoing, motorcycles licensed or registered with the State of Florida to operate on public roads and used as a daily mode of transportation may be operated or parked (for

ingress or egress purposes only) within paved areas of the Property. This section shall not be applicable to Declarant.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery, respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots, other residential property or Common Areas) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle greater than three-quarter (3/4) ton capacity with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(e) Each Lot shall be assigned one (1) designated parking space, and parking therein shall be reserved solely for the Owner of said Lot. Parking of additional Owner or guest vehicles in non-assigned, designated parking spaces shall be on a first come, first serve basis.

(f) There shall be no parking on any grass, landscaped area, sidewalks or any portion of a Lot or Common Area. At no time shall any vehicle block access to a trash receptacle (dumpster), mail kiosk or Common Area. Parking shall only be permitted within designated parking spaces lying within Tract A. The Association has the sole, full and complete control over the use of Tract A for parking and other purposes.

(g) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recover the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

**Section 20. Initial Construction, Repair and Rebuilding.** Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed,



except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than nine (9) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within nine (9) months, the Owner thereof shall raze or remove the same promptly from such Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty shall apply to the Architectural Control Committee for approval for reconstruction, rebuilding or repair.

**Section 21. Yards/Additional Landscaping.** No Owner shall be permitted to install any additional landscaping anywhere on the Property. The front yard of each residence constructed on a Lot shall remain grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by a Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Thereafter, the same type of plant ground cover shall be utilized unless otherwise approved by the Architectural Control Committee. Nothing herein shall be deemed to prohibit the use of Xeriscape as defined in the Florida Statutes.

**Section 22. Window Air Conditioners.** No window air conditioning unit shall be permitted.

**Section 23. Street Lighting.** Each Lot is subject to the power and authority of the Lighting District created by Sarasota County. If at any time hereafter Declarant requests that a separate street lighting district be organized pursuant to Sarasota County Ordinance, or as otherwise provided by law, all Owners of such Lots will upon written request by Declarant: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district.

**Section 24. Basketball Goals/Playground Equipment.** Basketball goals, hoops and standards, either temporary or permanent, or playground equipment may not be installed, located, or used within the Property.

**Section 25. Holiday Lights and Other Lighting.** Holiday lighting and decoration shall be permitted to be placed upon the exterior portions of a residence and upon the lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing 15 days prior to said holiday and continuing for 15 days following said holiday, after which time said lighting and decoration shall be removed. The ACC may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

**Section 26. Exemption of Declarant.** Nothing contained in this Declaration shall be interpreted or construed to prevent a Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by such Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of a Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to a Declarant and its designated assigns.

**Section 27. Exemption of Declarant and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarant or home builders designated as approved builders within the Property (hereafter, a "designated builder") shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities, or general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by a Declarant or designated builder;

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in Subsections 26(a) and (b) above; and

(d) Declarant and designated builder's rights under the preceding sentence shall terminate when the last lot is sold by a Declarant or a builder to a homeowner, unless prior thereto any such party has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to a Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lots which a Declarant or builder may own. All provisions of this Declaration in conflict with this section shall be deemed inoperative as to a Declarant or a designated builder.

**Section 28. Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner. No screen doors shall be permitted.

**Section 29. Window Coverings.** Window coverings shall be of a permanent nature only (no sheets, bedspreads, or other temporary coverings are permitted). Window treatments shall show white or beige only when viewed from outside the home.

**Section 30. Swimming Pools, Hot Tubs and Screened Enclosures.** No swimming pools or hot tubs may be installed on any Lot. Screened enclosures may be erected with prior Association approval pursuant to the guidelines established in Article IV, Section 5. Notwithstanding the foregoing, all concrete slabs for patios and screened enclosures must be poured by the Declarant at the time of initial construction of a home. An Owner may add the screened structure at a later date with approval of the Association. The pouring of concrete slabs after initial construction has been completed shall be prohibited.

**Section 31. Outdoor Clotheslines.** No outdoor clothesline, of any kind whatsoever, temporary or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

**Section 32. Damage to Buildings.** In the event a dwelling unit located on a Lot is damaged through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

**Section 33. Leases.** In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Any Lease of a Lot shall be in writing and shall comply with the remaining provisions of this Section 33.

(b) An Owner desiring to enter into a Lease of his Lot shall provide a copy of a tenant profile form, if any, and the lease to the Association, and the Association shall have the right to approve the lease form prior to its use. In order for a lease to be approved, it shall have at a minimum, the following terms and conditions: (i) the lease term shall not be for less than thirty (30) days; (ii) the lease shall be only for the entire Lot; (iii) no tenant shall be permitted the use of more than two parking spaces; (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration.

(c) Any Owner who has leased his or her Lot shall provide to the Association (a) the name, address and telephone number of the tenant; (b) a copy of the signed Lease; and (c) the year, make, model and license plate number of all vehicles owned by such tenant, not later than the date of occupancy by the tenant.

(d) No tenant shall be entitled to use the recreational facilities or Common Property of the Association until the Owner has complied with this Section 33.

(e) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes the right of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(g) No more than one (1) lease shall be approved within a twelve-month period.

**Section 34. Master Association Restrictions.** The covenants contained in the Master Declaration and any additional use restrictions from time to time adopted by the Master Association which are applicable to the Property (collectively, the "Master Association Restrictions") are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Master Association Restrictions incorporated herein by reference, the more restrictive restriction as determined by the Association in its sole discretion shall control for purposes of this Declaration.

**Section 35. Drainage Easements.** The Plat reflects certain areas as "Drainage Easement". The Plat provides the following in regard to these areas and each Owner of a Lot is subject thereto:

"Permanent drainage easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges and landscaping plants, other than grass, except as approved by the County Administrator."

Absolutely no fishing, swimming, boating or other activity shall be permitted within any retention/detention areas or drainage easements.

**Section 36. Mining, Wells, Underground Installations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tanks, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot, whether such use is for water, oil or petroleum products, natural gas, propane or any other substance.

**Section 37. Garages.** The primary use of all garages in the Properties shall be for the storage of motor vehicles. All garages must be capable, at all times, of containing the number of motor vehicles for which it was designed and motor vehicles shall be parked in the garages, except when in use by the Owner. All garage doors facing a street or right-of-way must be closed at all times with the exception of ingress to or egress from the interior of said garage. Any garage of a model home that has been converted to an office or other living space by the Declarant may remain in such state, and the Owner shall not be required to return it to its original garage condition, provided however, that at all times the structure shall have a 2 car garage door, and the front elevation of the structure may not be modified

to eliminate such garage door. Notwithstanding the foregoing, the vehicle requirements of Section 19 of this Article shall apply.

**Section 36. Miscellaneous Restrictions:** To the extent not dealt with anywhere else in this Declaration, the following additional restrictions shall apply:

- (a) Screen doors are not permitted on garages or entry doors.
- (b) No air-dried laundry shall be visible from outside any residential unit.
- (c) Window air conditioning units are prohibited.
- (d) Garage doors must be down when not in use.
- (e) There shall be no loitering in the front yards or front stoop areas.
- (f) Planned gathering in Common Areas must be noticed to the other residents by posting on the community bulletin board in advance of any such gathering.
- (g) Use of BBQ equipment, grills, etc. is allowed on lanais and porches, subject however to applicable building and zoning codes as to use and storage. Propane tanks shall be stored as required by law.

## **ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION**

**Section 1. Insurance.** Insurance (other than title insurance) which shall be carried upon the Property, shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner, but the Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure Common Areas only, and shall not be required to insure buildings on individual lots.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Property, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. If necessary, to meet the requirements of Law.

4. Directors and Officers Liability Insurance. Each member of the Board of Directors of the Association shall be covered by Directors and Officers liability insurance in such amounts and with such provisions as approved by the Board.

5. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within the Property as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

**Section 2. Reconstruction or Repair After Casualty.** The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Area shall be repaired or replaced.

**Section 3. Condemnation.** In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

**Section 4. Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

(a) Loss or damage by fire, flood (if necessary), hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an Owner shall fail to provide such insurance the Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article VIII, Section 7, of this Declaration.

## **ARTICLE VI ARCHITECTURAL CONTROL**

**Section 1. Architectural Control.** The Property shall be subject to the architectural control provisions of this Declaration and of Article V of the Master Declaration. No dwelling, building, parking cover, shed, dock, structure, outbuilding, color change, addition, exterior alteration or substantial attachment may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Control Committee established pursuant to the Master Declaration. The Architectural Control Committee shall not be a committee of the Association. Rather, the members of the Architectural Control Committee shall initially be appointed (and removed) by Declarant. The address of the Architectural Control Committee is 569 Interstate Boulevard, Sarasota, 34240. Once Declarant no longer owns or has any contractual right to lands within the Property, the Board of Directors of the Association shall appoint (and remove) the members of the Architectural Control Committee. The procedures governing the submission of plans and applications for approval, fees, and duties of the Architectural Control Committee are set forth in the Master Declaration. The Architectural Control Committee shall from time to time adopt Design Guidelines establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, and landscaping.

Construction of the exterior and interior of any structure shall be completed within nine (9) months from the date of the commencement of construction thereof. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

## **ARTICLE VII THE TOWNS AT LAKESIDE ASSOCIATION, INC.**

**Section 1. Purpose.** The Association shall be formed to fulfill the duties described in this Declaration.

**Section 2. Membership.**

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

**Section 3. Voting.** The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Members shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When Ninety-Five Percent (95%) of the Lots have been deeded to Owners other than Declarant; or

(b) When the Declarant waives in writing its rights to Class B membership.

**Section 4. Rights and Obligations of the Association.** Besides the maintenance and other responsibilities set forth herein, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority, utility or other entity. The Association shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by a Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

**Section 5. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with



whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Association rules.

**Section 6. Capital Improvements.** The Association may not expend funds for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present, except for: (i) the replacement or repair of items installed by a Declarant as part of its development of the Property, if any; (ii) the repair and replacement of any personal property related to the Common Area; and (iii) expenditures for repair, maintenance, or replacement of roofs and other portions of residential dwellings which the Association is required to maintain, together with painting of residential dwellings.

**Section 7. Personal Property.** The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as may be contained in this Declaration and the Association Documents.

**Section 8. Association Rules.** The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 720, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Association's Rules shall include rules for the speed limits and traffic regulation on roadways in the common area, and rules for usage of the recreational facilities in the common area. The Association may contract with Sarasota County for enforcement of traffic regulations on the common area roads, as provided by Section 316.006(3)(b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association, which is by fine and lien pursuant to Chapter 720, Florida Statutes.

**Section 9. Powers and Authority.** The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Association Documents and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners and Members. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of

maintaining and repairing any Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Association rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Association rules and the Master Declaration.

**Section 10. Indemnification of Officers and Directors.** To the extent permitted by law, the Association shall, and all Owners hereby agree that the Association shall, indemnify each officer, director and employee, from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were adverse to the Association or resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

## **ARTICLE VIII ASSESSMENTS**

**Section 1. Master Association Assessments.** Each Owner is subject to such assessments as may be levied by the Master Association. Such assessments are in addition to and not in lieu of assessments of the Association.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Property, hereby covenant, and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, which assessments are established and shall be collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

**Section 3. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to (i) fund the operations of the Association as elsewhere provided in this Declaration, (ii) promote the health, safety and welfare of the residents in the Property, (iii) for the improvement, repair, replacement and maintenance of the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment,

materials, management, maintenance and supervision thereof, and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

**Section 4. Annual Assessment.** The Annual Assessment shall be used to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area and water management system, operating the entry gate, exterior maintenance of Lots referred to in Article II, Section 11 hereof, and those other responsibilities of the Association as outlined herein, (ii) establishment of reserves for any improvements or maintenance items where Association believes that reserves are necessary or in the best interests of the Members, and (iii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Property is subject to a bulk service cable television agreement and the cost of cable television service shall be part of the annual assessment.

**Section 5. Duties of the Board of Directors.** The Board of Directors shall fix the amount of assessment against each Lot subject to the Association's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the property and assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto. The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessments, a certificate in writing signed by an Officer of the Association setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid. The Association may charge reasonable fees to provide such certificates. From time to time, the Association, through actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose of providing professional management, operation of and maintenance of services for the Common Area.

**Section 6. Amount of Monthly Assessments.** The initial annual assessment shall be established by the Board of Directors of the Association and shall commence with the conveyance of the first Lot to a Class A member and shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to Class A Members. Thereafter, the following provisions shall apply:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to Class A Members, the maximum annual assessment may be increased, each year, not more than Fifteen (15%) Percent above the maximum assessment for the previous year, without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to Class A Members, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, and the

quorum for such a meeting shall be at least Sixty Percent (60%), in person or by proxy, of all voting members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to Thirty Percent (30%).

(c) The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

(d) Special assessments, as described herein may be made by the Board only by same vote and quorum requirements as is described in subsection (b) above of this Section 7.

(e) So long as Declarant is a Class B Member, Declarant may be excused from paying assessments on a per Lot basis during such period of time as the Declarant funds any deficit between the assessments received from the Class A Owners and actual operating expenses of the Association. Declarant hereby obligates itself to fund such deficit.

(f) The amount of each individual Lot assessment for Class A Members shall be uniform throughout the Properties and shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Properties in accordance with the recorded Plat or Plats thereof.

**Section 7. Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, as limited by the provisions of Article VIII Section 5. Any such Special Assessment may be payable in one or more installments, with or without interest, as determined at the meeting.

**Section 8. Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 720, Florida Statutes, for the actions of any Owner, guest, invitee, or family member of such Owner. This shall also include charges for maintenance and replacement of any additional landscaping installed by or at the direction of such Owner on such Owner's Lot.

**Section 9. Property Taxes.** Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area,

Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

**Section 10. Notice for Any Action Authorized Under Article VIII.** Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 days nor more than 10 days in advance of the meeting.

**Section 11. Uniform Rate of Assessment.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Declarant, so long as it is a Class B Member, shall be excused from the payment of Annual Assessments during such period of time as it contributes to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. During such period of time, Declarant shall not be required to fund a shortfall in reserves. The share of each Lot in payment of the assessments for common expenses shall be a fraction, the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction will change if additional land is added to the Property.

**Section 12. Accumulation of Funds Permitted.** The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

**Section 13. Date of Commencement.** The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration.

**Section 14. Certificate as to Status of Payment.** Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate which Assessments have not been reflected in the certificate, and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not so reflected.

**Section 15. Assessment Lien.** All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys, fees and paralegal fees, including those for trial and all appellate proceedings, plus any applicable sales or use tax thereon), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

**Section 16. Effect of Nonpayment of Assessments:** Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Florida. Any delinquent payment shall also be subject to a late fee of Twenty-Five Dollars (\$25.00). The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property involved. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 17. Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage, or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer upon foreclosure shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any lien holder on a Lot may pay, but is not required

to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

**Section 18. Initial Assessment for Capital Contribution.** At the first closing of a completed dwelling unit subject to this Declaration (and only at such first closing) the Declarant may collect, on behalf of the Association, a one-time contribution to the working capital of the Association. The amount of the contribution shall be as determined by the Declarant from time to time. This contribution shall be considered a Specific Assessment as described in Section 7 of this Article.

**Section 19. Homesteads.** By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

**Section 20. Trust Funds.** The entire amount of all assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots as their interests may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

**Section 21. Special Taxing Districts.** In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, collection of assessments shall cease as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions and the collection of assessments shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

## ARTICLE IX PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS

**Section 1. General Rules of Law to Apply.** Each wall built as a part of any residential structure within the Property and placed on the dividing line between Lots and the roofs between Lots for attached units are considered to be a party wall or roof as the case may be. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or omission apply to the ownership, maintenance and use of such walls and roofs.

**Section 2. Use of Party Walls.** Each Owner shall maintain his or her own Lot, including all boundary walls and fences, if any, sidewalks and balconies, in good repair. Those walls, structures, or fences, which may be constructed between two adjoining Lots

and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Walls". The centerline of a Party Wall is the common boundary of the adjoining Lot. The cost of maintaining each side of a Party Wall shall be borne by the Lot Owner using said side, except as otherwise provided herein. Each adjoining Owner of a Party Wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or core board forming said Party Wall. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Maintenance of Party Walls.** Each Owner shall have the right to full use of a Party Wall subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said wall. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Wall that faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Wall, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the wall within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent lots to effect necessary repairs and reconstruction.

**Section 4. Destruction by Fire or Other Casualty.** If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore, it; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all



without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**Section 5. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**Section 6. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

**Section 7. Utility Connections.** All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot. All utilities, including, but not limited to, telephone, cable TV, electric, water, sewer, etc., have been or will be installed underground and within, below or upon the property (including within, below or upon the dwelling on each Lot). Repairs and maintenance of any utilities serving a particular dwelling may affect the dwellings of adjacent Lot Owners.

## **ARTICLE X MASTER ASSOCIATION**

**Section 1. Master covenants.** The Property is subject to the Master Covenants as may be amended from time to time, and as modified herein. Members under the Declaration shall be members under the Master Declaration, and shall be subject to the assessment provisions of the Master Association for expenses applicable to all of Panacea and Lakeside Plantation.

**Section 2. Architectural Control.** The Property shall be subject to the architectural control provisions of the Master Declaration, and the architectural review provisions therein. As to architectural control within the Property, the provisions of this Declaration shall also control.

## **ARTICLE XI Operation, Maintenance and Monitoring of Surface Water Management System Facilities.**

**Section 1. Surface Water Management.** The Surface Water Management System shall be maintained as follows:

(a) The CDD shall maintain, as part of the common elements, drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (hereafter, "SWFWMD" or the "District") for the Surface Water Management System. If the CDD fails or refuses to undertake such maintenance, the Association shall, when requested by Declarant, accept transfer of the SWFWMD permit for the development and conduct such maintenance. The conditions of maintenance may include monitoring and record keeping schedules and maintenance. The

CDD, or the Association, as the case may be, is responsible for maintenance, repair and replacement of common elements and Surface Water Management System in perpetuity. Notwithstanding any other provisions of this Declaration to the contrary, the CDD or the Association, as the case may be, shall allocate sufficient funds in its annual budget for monitoring and maintenance of the wetland mitigation areas each year until the District determines that the mitigation area(s) is successful in accordance with the Environmental Resource Permit for the Property.

(b) The Association shall maintain, as part of the Common Area, any areas designated on the Properties as mitigation areas for wetlands. The Association shall comply with all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates. To the extent that SWFWMD requires signage in or near preservation areas, the Association shall maintain these as part of the Common Area. The Association shall comply with all governmental regulations including, but not limited to, those of SWFWMD. The Association acknowledges and agrees that the District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System.

**Section 2. Owner Responsibility.** It shall be the responsibility of each Owner within the Property at the time of construction or renovation of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

**Section 3. Prohibitions.** It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Tampa Permitting Department and all other appropriate governmental entities, including Manatee County.

**Section 4. Notification of Permit.** Lot Owners are hereby notified that the Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

**Section 5. Ponds, Cypress Trees and Conservation Areas.** Any ponds or other water areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located, subject to any drainage easements that are part of the Plat or provided for herein. It is the exclusive right and obligation of the CDD or Association, as the case may be, to maintain such ponds and water areas. The area(s) shown as wetland conservation easement on any recorded plat of the Property shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof is hereby prohibited. It is the intention of

Declarant that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, Declarant may change, disturb and affect such areas as permitted or required by law in the course of the development of the Property or Declarant's other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this paragraph, to be the present and existing condition, character and state thereof.

**Section 6. Enforcement.** SWFWMD shall have the right to enforce this Article (including the right of a civil action for injunction and/or penalties) against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

**Section 7. Dissolution of the Association.** If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as required pursuant to the Articles of Incorporation of the Association.

**Section 8. Use of Lakes and Waterbodies.** Lakes and water bodies within the Properties are designed solely for management of storm water runoff and surface waters. As such, they are not designed for, nor are they intended to be used for aquatic activities. Therefore, use of ponds, lakes, and other water bodies for boating, fishing, swimming or any other aquatic activity is prohibited.

NO construction activities may be conducted relative to any portion of the Surface Water Management system Facilities. Prohibited activities include but are not limited to: digging or excavation, depositing fill, debris, or any other material or item, construction to alter the Surface Water Management System Facilities. If any project within the Property includes a wetland mitigation area or a wet detention pods, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities, which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit, may be conducted without specific written approval from the District. Operation and maintenance and re-inspection reports of the Surface Water Management System Facilities shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

## **ARTICLE XI LIABILITY**

**NEITHER DECLARANT, THE MASTER ASSOCIATION, NOR THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED**

WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DECLARANT, THE MASTER ASSOCIATION, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT, MASTER ASSOCIATION, AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, VARMINITS, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND/OR WETLAND CONSERVATION AREAS CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

[Signatures appear on next page.]

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

WESTFIELD HOMES OF SOUTHWEST  
FLORIDA, a Florida general partnership

By: WESTFIELD HOMES OF SOUTH  
WEST FLORIDA INC., a Delaware  
corporation, its managing general partner

Nancy Hyckner  
Print Name: Nancy Hyckner

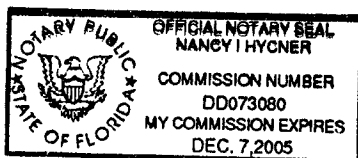
By: [Signature]  
Print PRESIDENT  
Its: President  
Address: 569 INTERSTATE BVD.  
SARASOTA, FL 34240

[Signature]  
Print Name: CHRISTIE D. KELLEY

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28 day  
of SEPTEMBER, 2004, by ROBERT L. SUDON as President of Westfield Homes of  
Southwest Florida, Inc., a Delaware corporation, managing general partner of Westfield  
Homes of Southwest Florida, a Florida general partnership, who is personally known to  
me or who produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



Nancy I. Hyckner  
NOTARY PUBLIC  
Name: NANCY I. HYCKNER  
Serial #: DD073080  
My Commission Expires: 12/2/05

**Exhibit "A"**

[Articles of Incorporation]

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE TOWNS AT LAKESIDE ASSOCIATION, INC., a Florida corporation, filed on May 13, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H04000104925. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N04000004825.

Authentication Code: 904A00033592-051404-N04000004825-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fourteenth day of May, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**  
**THE TOWNS AT LAKESIDE ASSOCIATION, INC.**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a not-for-profit corporation under the laws of the State of Florida.

**ARTICLE I**

**NAME AND PRINCIPAL OFFICE**

The name of this corporation is THE TOWNS AT LAKESIDE ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter called the "Association" in these Articles). The principal office and mailing address of the Association is 569 Interstate Blvd. Sarasota, FL 34240.

**ARTICLE II**

**OFFICE AND REGISTERED AGENT**

The Association's initial registered office is 500 E. Kennedy Boulevard, Suite 200 Tampa, Florida 33602. The Association's initial registered agent is Richard A. Schlosser who maintains a business office at 500 E. Kennedy Blvd., Suite 200, Tampa, Florida 33602. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III**

**PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to operate and provide for the maintenance, preservation and architectural control of common areas and residential lots within that certain tract of property (hereinafter called the "Properties") in Sarasota County, Florida, referred to as The Towns at Lakeside, public records of Sarasota County, Florida, and all other properties which may hereafter be made subject to the Declaration (hereafter defined).



## ARTICLE IV

## POWERS

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges, and perform all duties of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Towns at Lakeside (herein called the "Declaration") applicable to the Properties and recorded or to be recorded in the Public Records of Sarasota County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Borrowing. Borrow money and, with the approval of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations;

(f) Dedications. With the approval of a two-thirds (2/3) vote of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility;

(g) Mergers. With the approval of a two-thirds (2/3) vote of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Area (as those terms are defined in the Declaration) consistent with the rights and duties

established by the Declaration and these Articles;

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted;

(j) Enforcement. To enforce by legal means the obligations of the members of this Association and the provisions of the Declaration;

(k) Litigation. To sue or be sued;

(l) Surface Water Management. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, conservation easements or areas, and to contract for services for operation and maintenance of the surface water management system facilities;

(m) Other. Engage in all lawful acts permitted or authorized by law.

## ARTICLE V

### MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot (as defined in the Declaration) that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of a Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.

**ARTICLE VI****VOTING RIGHTS**

The voting rights of members are as set forth in the Declaration. So long as there is Class B membership (as defined in the Declaration), whenever a provision herein calls for approval of the members it means approval of the aggregate voting rights of the members.

**ARTICLE VII****BOARD OF DIRECTORS**

This Association's affairs are managed by a Board of Directors initially composed of three Directors appointed by the Declarant under the Declaration. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be either three (3) members or five (5) members. Qualification for and election of directors shall take place in accordance with the By-laws of the Association; cumulative voting for Directors is not permitted.

**ARTICLE VIII****DURATION**

This Association exists perpetually.

**ARTICLE IX****DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the consent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets, together with the control or right of access to any property containing the surface water management system facilities, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. If any such conveyance or dedication is refused, such assets, together with the control or right of access to any property containing the surface water

management system facilities shall be granted, conveyed, and assigned to a non-profit corporation or other organization similar to the Association and devoted to such similar purposes. In no event, however, may any assets inure to the benefit of any member or other private individual.

## ARTICLE X

### BY-LAWS

This Association's By-Laws will initially be adopted by the Board of Directors. Thereafter, the By-Laws shall be altered, amended, or rescinded solely by the approval of the Board of Directors. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to the By-laws; in those circumstances such provisions shall control the alteration, amendment or rescission of the By-laws.

## ARTICLE XI

### AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval of two-thirds (2/3) of the aggregate votes at a meeting of members at which a quorum is present. In certain circumstances set forth in the Declaration or as may be set forth in any future supplemental declaration the members may have authority to approve amendments to these Articles by a different percentage of the members; in those circumstances such provisions shall control the amendment to these Articles.

## ARTICLE XII

### FNMA/FHA/VA APPROVAL

As long as there is a Class B membership in the Association, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if deemed necessary by the Declarant under the Declaration:

- (a) Amendment of these Articles of incorporation;

- (b) Merger, consolidation and/or dissolution of the Association;
- (c) Annexation of additional properties not previously set forth in the Declaration as being property subject to annexation; or
- (d) Mortgaging of Common Area.

### ARTICLE XIII

### INTERPRETATION

Express reference is made to the Declaration if necessary to interpret, construe, and clarify the provisions of these Articles. By subscribing and filing these Articles, the incorporator intends for its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results. In the event of a conflict, the order of priority for interpretation shall be: the Declaration, these Articles, and the By-laws of the Association.

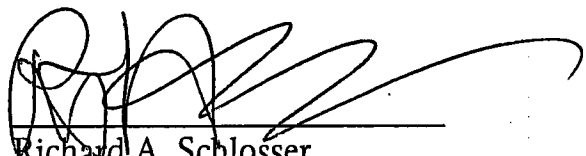
### ARTICLE XIV

### INCORPORATOR

The name and residence of the incorporator is:

Name: Richard A. Schlosser  
Address: 500 East Kennedy Blvd., Suite 200  
Tampa, Florida 33602

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this May 13, 2004.

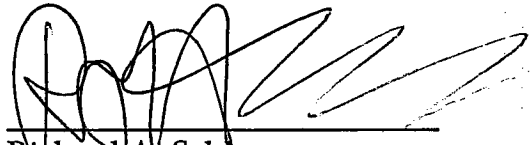
  
Richard A. Schlosser  
Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING  
THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

THE TOWNS AT LAKESIDE ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office as indicated in its Articles of Incorporation has named Richard A. Schlosser, whose business office is 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.



Richard A. Schlosser

Date: May 13, 2004.

**Exhibit "B"**

[By-Laws]

**BY-LAWS**  
**OF**  
**THE TOWNS AT LAKESIDE ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is THE TOWNS AT LAKESIDE ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 569 Interstate Blvd. Sarasota, FL 34240 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places within Sarasota County, Florida, as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

The definitions of capitalized terms set forth in the Declaration of Covenants, Conditions and Restrictions for The Towns at Lakeside (the "Declaration") are hereby incorporated by reference.

**ARTICLE III**  
**MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within the first ninety (90) days of the calendar year subsequent to the year of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president, by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.



Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by sending a copy of such notice, by mail, postage prepaid, hand delivery, or electronic transmittal, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day, hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation, or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation, these By-Laws, or for any matter that requires or permits a vote of the Members.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number and Qualification. During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Westfield Homes of Southwest Florida ("Westfield") who shall serve at the pleasure of Westfield (or any party to which Westfield assigns such rights). Such Directors need not be Association members. Thereafter the Board of Directors shall consist of either three (3) members or five (5) members as determined by the Members at each annual meeting. During the Class "B" Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors. After

the end of the Class "B" Control Period, only Members of the Association may be elected as members of the Board of Directors.

Section 2. Term of Office. After termination of the Class "B" Control Period, the term of office for all Directors shall be one (1) year. The initial Directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Westfield (or any such party to which Westfield has assigned such rights) until the termination of the Class "B" Control Period. Thereafter, election of Directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Regardless of any provision in the governing documents, any board member or director can be voted out, with or without cause, by a majority vote of the Members of the Association. However, if elected by a certain class of members, that is the only class that can vote to recall. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. During Class "B" Control Period. During the Class "B" Control Period, Westfield (or any such party to which Westfield has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of the Westfield (or any such party to which Westfield has assigned such rights). After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than

the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations may be made from among Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

## ARTICLE VI

### MEETINGS OF DIRECTORS

Section 1. Meetings. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the

Board of Directors, to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual budget to every Owner within ten (10) days after written request for same; and

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained, grounds to be maintained, exteriors to be painted, and roofs to be replaced on the Lots;

(h) establish, prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Areas, and to establish reserve accounts for replacement of

those parts of the Common Areas which have a limited useful life span; and

- (i) initiate or defend litigation on behalf of the Association

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. With respect to any Board of Directors meeting at which an assessment or special assessment will be considered or levied, or at which any rules that regulate the use of the parcels in the Property may be adopted, amended or revoked, written notice of the meeting must be mailed, delivered, or electronically transmitted to each Member and posted in a conspicuous place on the Property not less than fourteen (14) days before the meeting. Such notice must include a statement that the assessments or special assessments will be considered at the meeting and the nature of the assessments, and/or that changes to the rules regarding the use of the parcels in the Property will be considered at the meeting, as applicable. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds, and other written instruments; and shall sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing

Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

**ARTICLE VIII**

**COMMITTEES**

The Association shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE IX**

**BOOKS AND RECORDS**

Section 1. The books, records, and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$.50 per page. If the copies requested exceed twenty-five (25) pages, an outside vendor may be used and actual costs may be charged.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least seven (7) years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Areas, if any, but not including the construction drawings of the individual homes and lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of the Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.



2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.

4. Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary requested by Section 720.401(1), Florida Statutes.

(l) All other records related to the Association's operation, except matters governed by the attorney-client privilege.

## ARTICLE X

### ASSESSMENTS

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration which are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent per annum (18%), and shall be subject to a late fee of twenty-five dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 2. The Association has the power to levy fines up to the maximum amount allowed by law from time to time, but fines shall not become a lien against a Lot.

## ARTICLE XI

## CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Towns at Lakeside Association, Inc., and within the center the word "Florida" and the year of incorporation.

## ARTICLE XII

### AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

## ARTICLE XIII

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

## ARTICLE XIV

### FNMA/FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA), or Veterans Administration (VA):

- (a) Amendment of these By-Laws;
- (b) Merger, consolidation, and/or dissolution of the Association;

- (c) Annexation of additional properties; and
- (d) Mortgaging of Common Areas.

## ARTICLE XV

### RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

All common areas serving any homeowner's association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidate for public office to appear and speak in common areas.

## ARTICLE XVI

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative, or otherwise and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan), and expenses (including attorneys' fees, paralegals' fees, and court costs) actually and reasonably incurred in connection with any such action, suit, or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit, or other proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and

interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes of the Association as of May 13, 2004.