



DECLARATION OF RESTRICTIONS

The undersigned, ASHTON RIDGE, INC., a Florida corporation, being the owner and developer (herein referred to as "Developer") of GREEN TREE, a subdivision (the "Subdivision") located in Sarasota County, Florida, more particularly described in Exhibit A, attached hereto and made a part hereof by reference, makes the following Declaration of Restrictions covering the real property described in Exhibit A, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons contracting title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

Developer, its successors, or assignees or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter or change these or subsequently filed covenants and restrictions and use restrictions by filing an amendment thereto among the Public Records of Sarasota County, Florida. "Developer" shall mean and refer to Ashton Ridge, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development or construction.

Developer has created the Green Tree Homeowner's Association, Inc., herein referred to as the "Homeowner's Association," which shall have the duty to enforce and require compliance with the provisions of this Declaration of Restrictions against property owners, their tenants and guests on behalf of the Developer and Homeowner's Association membership.

1. **LAND USE.** Lots shall be used for residential single family homes and for no other purpose. However, use of portions of the property as model homes and sales offices shall be permitted by the Developer during the development period. Nothing herein contained shall prevent rental of the property as single family living units so long as the rental is for a period of at least one year. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family home not to exceed two stories in height and an attached private garage for not less than two cars and not more than three cars. No homes shall be used or occupied by other than a single family and family servants and shall not be used for other than residential purposes.

2. **LOT GRADING.** Floor level shall be set sufficiently above street grade, at no less than 18" above the crown of the road, to provide proper drainage of the respective homesites. No filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every homesite by the prospective owners, and side line swales shall be planned and maintained to prevent standing water. All storm water shall run from the backyard along the side yard swale toward the street in front of the lot, except a lot adjacent to a lake, in which event the water may be drained directly into the lake. No building shall be erected, placed or altered on any lot until the lot grading has been approved by the Developer of Green Tree, and deemed in conformance with the master surface stormwater system. Back of sidewalk elevations shall be 1" above the back of curb elevation, and sloped toward the street at 0.5% (¼" drop from back of sidewalk).

3. **GARAGES AND STORAGE AREAS.** No garage shall be erected which is separate from its single family residence building. All single family residences are required to have enclosed a two-car or three-car garage with doors operated by electric door openers. All permanent storage areas must be enclosed and must be attached to the main residence building. Except during diligently pursued construction of improvements, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be placed or permitted to remain on any lot at any time. Garage doors shall be kept in its closed position except when a vehicle is entering or leaving the garage.

4. **DRIVEWAYS.** All homes shall have a driveway of stable and permanent construction of at least 16 feet in width at the entrance to the garage. All driveways must be constructed of unpainted concrete or other permanent material approved by the Developer.

5. **DESIGN APPROVAL.** No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Developer, its successors or assignees, as to exterior colors, quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Developer's approval or disapproval of plans and specifications as required in these covenants shall be in writing. In the event the Developer, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

Sidewalks shall be constructed within the right-of-way of lots within the Subdivision. Sidewalks will be constructed on, and parallel to, one side of each paved street within the Subdivision, as shown on the Subdivision construction drawings filed with Sarasota County, by the homeowner.

6. **MINIMUM SIZE OF RESIDENCE.** The floor areas of any single family residential home erected in this Subdivision, exclusive of garages, patios, loggias, atriums, porches (whether open, closed or screened), storage spaces or similar spaces and exclusive of any accessory building, shall be not less than 1,800 square feet of air conditioned living area. If the home is in excess of one story, the first floor shall have a minimum of 1,200 square feet of air conditioned living area.

7. **SETBACK RESTRICTIONS.** Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines as set forth in the prevailing Sarasota County Zoning Regulations. The front property line shall be the minimum setback established by Sarasota County Zoning Regulations.

8. **NUISANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. No trash or refuse shall be placed or suffered to remain anywhere within the

usable open space or on the individual lots or parcels and such lands shall be kept free from such conditions and in a clean and tidy condition and free of conditions obnoxious to the eye or emitting foul or obnoxious odors. All structures and improvements built on such lands, and appurtenant thereto, shall be kept in good conditions, repair and appearance by the party for whose benefit the same is maintained. Similarly, no lot or parcel shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties and such activity may be enjoined by the Developer or Homeowner's Association. In the event that any owner of any lot or lots shall fail or refuse to keep the premises free of obnoxious weeds or refuse piles, then the Developer or Homeowner's Association may, without being guilty of trespass or other crime or tort, correct the owner's default, assess the owner and place liens on the lot(s) in the manner provided in Paragraph 24. Nothing contained herein shall require any such owner to remove or to keep free from such premises any natural ground cover or vegetation having a pleasing or aesthetic quality. In the event a disagreement arises as to whether particular vegetation is not proscribed by this paragraph, the Developer or his successors or assigns shall have the final determining authority as to all such questions on such lot then in the ownership of the Developer at the time of such disagreement and upon the sale of such lot by the Developer to third parties, the Homeowner's Association shall then and thereafter make such determination.

9. **LIVESTOCK, POULTRY AND ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided further that they are so kept as not to be an annoyance or nuisance to the neighborhood.

10. **ANTENNAS AND BASKETBALL APPARATUS.** No aerials, antennas or satellite dishes may be placed or maintained on any lot or home in the subdivision. Basketball backboard and apparatus shall be temporary and easily removable. No permanent basketball facilities shall be allowed.

11. **CLOTHESLINE.** No clothesline or other devices upon which clothes are placed for drying shall be located on any lot in the subdivision, unless they are screened from view from neighboring properties or roadways.

12. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate name of resident or residence and one sign of not more than five square feet advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period.

13. **GARBAGE AND TRASH DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All areas for the storage and keeping of garbage, fuel, oil, gas or trash must be underground or be substantially shielded or screened from neighboring property of common areas except that garbage or trash in suitable

containers may be placed for collection in exposed areas for a period not exceeding 24 hours. Bulky vegetative trimmings and rubbish that is required to be placed in an exposed area of the lot or living unit in order to be collected may be so placed and need not be in any container for periods not exceeding 24 hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. **FENCES, WALLS AND HEDGES AND ENTRANCE FEATURE.** No fences, hedges or walls shall be erected, placed or altered on any lot nearer to any street than 20 feet forward of the rearmost corners of the home. As to homes constructed with a patio, pool deck, lanai or the like extending from a rear corner of a home, no fence, hedges, or walls shall be erected, placed or altered without prior approval by the developer nearer to the street than the rear corner of the home from which the patio, pool deck or lanai extends without prior approval of developer. A hedge, wall or fence shall be maintained at no greater height than six feet within the rear or side setback lines of any lot, and no wall, hedge or fence shall be erected or placed within the front setback lines of any lot, unless the wall, hedge or fence shall be ornamental and a desirable feature and shall not exceed three feet in height. For lots abutting the lake, no wall, fence or hedge shall be placed in the rear 20 feet. For corner lots, no fences shall be allowed at all. For purposes of uniformity of appearance, fences shall be of the "horizontal slat shadow box" style and shall be constructed of natural, unpainted, cypress wood. Thereafter, the Homeowner's Association shall have the right of approval. All air conditioning compressors or pool equipment located on the lots shall be fenced or landscaped so as to not be plainly visible from the street or neighboring property.

All walls and fences constructed during the development of the subdivision shall be maintained by the Homeowner's Association.

Although the roads within the Subdivision are to be dedicated public roads, the alternate paving, in the form of brick pavers, of the road at the entrance of the Subdivision at Ashton Road shall be repaired, replaced and maintained by the Homeowner's Association at the Homeowner's Association sole cost and expense.

15. **COMMERCIAL TRUCKS, TRAILERS AND BOATS.** In order to maintain the high standards of the Subdivision with respect to residential appearance, no commercial vehicles and no house trailers or trailers of any other description, nor recreational vehicles or boats shall be permitted to be parked or to be stored at any place on any lot within the property; provided, however, that any of the foregoing may be kept on the property if the same is kept in an attached garage. The prohibition against trucks, commercial vehicles and boats shall not apply to temporary commercial services. Vehicles shall not be parked on the street or right-of-way overnight or for a period in excess of 12 hours.

16. **UTILITY, DRAINAGE, ACCESS, CONSERVATION AND TREE LANDSCAPE EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no

structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities. The easement area of each lot, unless otherwise provided herein, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Homeowner's Association shall be responsible for insuring that all such easements are maintained. The Homeowner's Association shall undertake all such maintenance when required and shall be entitled to file a claim of lien as hereinafter provided.

No filling, excavating or removing of vegetation (native trees and understory plants) shall be allowed within the conservation easement along the rear of lots 1 through 8.

A landscape buffer easement for the installation and maintenance of trees is reserved in favor of Sarasota County and the Homeowner's Association, as shown on the recorded plat. The Developer shall initially plant trees within the easement in accordance with the County requirements for the Subdivision. Thereafter, the Owners of the lots upon which the trees are located shall be responsible for the respective cost of maintaining or replacing the tree(s). This covenant shall be enforceable by the County and the Homeowner's Association which may maintain or replace the tree(s) in the event of an Owner's default, whereupon the Homeowner's Association may assess the Owner and place liens on the lot(s) in the manner provided in Paragraph 24 herein.

17. MAILBOXES. A uniform type of mailbox, selected by the Developer, with wooden posts shall be installed throughout the subdivision. Each lot owner shall be responsible for the maintenance and repair of the mailbox and post on its lot, provided however, that the Homeowner's Association retains the right and easement to repair and maintain mailboxes and posts where the owner, after written notice from the Homeowner's Association, has failed to repair, replace or maintain same. All costs incurred by the Homeowner's Association, including interest thereon at twelve percent (12%) per annum, shall be charged to the lot, and the Homeowner's Association shall place a lien on the lot in the manner provided at Paragraph 23 herein.

18. LAKE. The lake depicted on the subdivision plat and the littoral zones shall be properly maintained in perpetuity by the Homeowner's Association according to the government regulations and as the Homeowner's Association deems appropriate.

Owners of lots abutting the lake shall not construct any fence, wall or planting hedge within the rear twenty (20') feet of the lot. Each Owner shall sod the lot to the normal water level of the lake and will maintain the sod to the water level.

The removal of native vegetation is prohibited within the lake except cattails will be removed if they constitute more than 15% of the vegetation within the littoral zones. Removal of cattails includes manual removal, the application of herbicide and cutting. Maintenance of the lake shall include keeping structures free of any obstructions, and shall be the responsibility of the

Homeowner's Association.

19. **DOCKS, BOATHOUSES AND BOATS.** No docks, bulkheads, seawalls, mooring, piling or other construction shall be erected on, or over, the lake on the property, and no motorized boats shall be permitted on the lake.

20. **SHORELINES.** Shoreline contours of the lake depicted on the subdivision plat shall be maintained by the Owner abutting the same, and may not be changed in any manner except for purposes of better maintenance and preservation.

21. **SUBDIVIDING.** No platted single family lot shall be further subdivided, nor shall any portion of a lot less than the whole thereof be sold or transferred to any person unless the entire lot shall be utilized to enlarge the adjacent lots.

22. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

23. **HOMEOWNER'S ASSOCIATION AND ASSESSMENTS.** Developer has caused to be a Homeowner's Association known as Green Tree Homeowner's Association, Inc., a Florida non-profit corporation. All owners of lots in this subdivision shall be required to become members of the Homeowner's Association and shall be required to maintain such membership in good standing as long as they own any lot in this subdivision. Each lot shall be entitled to one vote at the Homeowner's Association meetings in conformity with the Articles and Bylaws of the Homeowner's Association.

The Homeowner's Association shall have the right and obligation to levy assessments including, but not limited to, for the following purposes: (a) construction, repair or maintenance of any wall or fence on lots or tracts owned by it or located in any easement area or dedicated lands; (b) construction, maintenance and operation of any lights along any of the streets in the subdivision; (c) construction or maintenance of entryways at the entrance of the subdivision; (d) the care, maintenance, upkeep, cleaning, mowing and improvement of the lake and drainage areas (inclusive of easements) together with any and all areas within the Subdivision which are for the common use and benefit of all owners located in the subdivision; and (e) carrying out any of its duties and purposes set forth in these Restrictions, the Articles of Incorporation or the Bylaws. The expenses of the Homeowner's Association and the assessments shall be apportioned among all the lots in this subdivision, with each lot to share equally in the expenses. The Homeowner's Association shall have the right and obligation to take the actions as herein provided and to enforce collection of such assessments. In the event a lot owner fails or refuses to comply with this Declaration including the failure to pay his share of such assessment on the date when due, the Homeowner's Association shall have the right to file a lien against the owner's property. The lien shall be filed in the Public Records of Sarasota County, Florida, and

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a copy thereof mailed to each owner at his last known mailing address. The lien shall attach only upon the recording of the lien in the Public Records and its priority shall date from the time of recording. If such assessment lien is not paid within ten days after the filing in the Public Records, the Homeowner's Association shall have the right to foreclose the lien in the same manner as a mortgage or in such other manner as may be permitted by law. In addition to recovering the amount of the assessment, the Homeowner's Association shall also be entitled to recover from the owner of the property interest at the rate provided by law, all costs and reasonable attorneys' fees incurred in connection with the preparation and bringing of such foreclosure proceedings and all interest, costs and fees shall be secured by the lien. Such lien shall be subordinate and inferior only to the lien of taxes and special assessments levied by any governmental authority and to the lien of any bona fide mortgage placed upon such lot prior to the recording of the Claim of Lien. Any mortgage that acquires title to a lot through foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such lot which became due prior to the acquisition of such title unless a Claim of Lien for such assessments was recorded prior to the recording of the mortgage. Provided, however, that such subordination shall not apply to any assessment which becomes due and payable after a sale or transfer of the lot pursuant to a foreclosure of such mortgage or acceptance of a deed in lieu of foreclosure. Any assessment for which a mortgagee acquiring the property is not liable shall be absorbed and paid by the owners of the remaining lots on a pro rata basis.

During the period from the date of recording of the subdivision plat until the Developer no longer owns any lots, the Developer shall not be obligated to pay its share of any assessments attributable to lots which it is offering for sale.

24. **REPURCHASE OF LOT.** The purchaser of a lot in the subdivision or its successor in title, shall commence construction of a single family residence within 12 months from the date of original conveyance from the Developer. If the purchasee or its successor in title fail to commence construction within the 12 month period, Developer shall have the option to repurchase the lot from the purchaser or the successor in title for the price paid less real estate broker fees, title insurance costs and other closing costs paid by the Developer under the original contract from Developer. If the Developer or its successor in title exercise this option, a written contract shall be submitted to repurchase the lot or lots and deliver the same to the lot owner. The lot owner shall sign and return to Developer the contract within five days after delivery. The contract shall be in customary form for residential real estate contracts in Sarasota County and be accompanied by a \$1,000.00 deposit to Developer's escrow agent. The contract will provide that owner deliver any abstract or title insurance policies in owner's possession. Developer shall have 15 days to have the title examined. If any defects are found, owner shall cure same within 60 days after delivery of a notice of defects to owner. The owner will pay the documentary stamps on the Deed, any costs of clearing title and owner's attorneys' fees. Taxes shall be prorated at closing.

25. **VARIANCES AND AMENDMENT.** This Declaration of Restrictions may be amended at any time upon the approval of members of the Homeowner's Association holding

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at least a majority of the voting rights relating to the property and upon the recordation in the Public Records of Sarasota County of any amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the Homeowner's Association; provided, however, that until all lots governed by this Declaration of Restrictions are conveyed by Developer, no amendment shall be effective without Developer's express written joinder and consent. This Declaration of Restrictions may also be amended at any time or times so long as Developer owns any lot governed by the Declaration of Restrictions, upon the recordation of an instrument executed solely by Developer; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

Developer hereby reserves the right to enter into agreements with the Owner of any lot or lots (without the consent of the owners of other lots) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors. Any such variance shall be evidenced by agreement in writing and shall be recorded in the Public Records of Sarasota County, Florida, to become effective. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in the subdivision, and the same shall remain fully enforceable against all lots located in the subdivision other than the lot where such variance is permitted. The cost of granting and recording any variance is to be paid for by the person requesting the variance. Developer reserves the right to impose additional restrictions in the conveyance of title to any lot or lots in the subdivision and the right to assign to the Homeowner's Association all rights to consider and grant variances as provided under this paragraph. Such assignment shall be by document recorded in the Public Records of Sarasota County, Florida, to become effective.

26. COVENANTS. These covenants shall run with the land and shall be binding on all parties and all persons coming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded in Sarasota County, Florida, agreeing to change the covenants in whole or in part.

27. REMEDIES. Enforcement of these Restrictions shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action, whether it be the Developer or the Homeowner's Association, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. Although the Developer or the Homeowner's Association may enforce these Restrictions, it shall not be obligated to do so.

28. SEVERABILITY. Invalidation of any one of these covenants, by judgment, Court order or otherwise, in no way shall affect any of the other provisions, which shall remain in full force and effect.

29. WATER AND SEWAGE SYSTEMS.

A. Each residence shall be connected to the existing water system and existing sewer system and pay all monthly water and sewer charges promptly. The franchised utility company serving the property is hereby granted an easement and license to enter upon any lot for the purpose of installation or inspection of water and sewer lines and for servicing and maintenance of such facilities. Each owner shall have the right to install pumps and water systems for irrigation and swimming pool use. Installation of septic tanks and individual wells, except for the purposes set forth herein, is prohibited.

B. Sarasota County Utilities Department or its successors will supply water and sewer services from their central water and sewer systems to the property and the Developer and all owners shall receive from and pay for all services (except water from an owner's well used for irrigation or pool purposes) and sewer services required for and in connection with any lot and any residences and other improvements located or constructed thereon, and for so long as such utilities furnish such services, to the property. It is the purpose and intent of this provision that Developer and owners shall not construct, dig, build or otherwise make available a water well on the property, or utilize water from any well or other source of water located elsewhere or made available from other property or sources so long as the utilities are furnishing such service. However, there is excluded from this restriction any such well or water used solely and exclusively for the purpose of irrigation or pools on the property. This restriction imposed upon the property against use of the septic tanks shall be enforceable only while the quality of services rendered by the Service Company and its rate schedule are within standards provided by the Trust Deed executed by the Service Company and recorded in the Office of the Clerk of the Circuit Court of Sarasota County, Florida, and as may hereafter be further amended from time to time, or when Service Company is operating under service and rate standards established by governmental franchise or regulatory body.

30. CARE AND APPEARANCE OF PREMISES. All improved lots shall be fully sodded including the area between the front lot line and the paved portion of any right-of-way upon which the said lots abut, except the driveways and sidewalk, if applicable. Each owner shall be responsible for maintaining all landscaping, grass, driveways, structures and grounds in good condition and repair in a neat and attractive manner. Each lot owner is required to provide a landscaping package which shall be submitted for advance approval to the Developer so long as he owns any lots in the Subdivision and thereafter to the Homeowner's Association. A minimum of \$750 for landscaping is required for each home. Landscaped areas shall not exceed twenty-five (25) percent of the lot, less areas for the house, driveway, and sidewalk, if applicable. All county right-of-way shall be sodded. Each Owner shall install exterior lamp posts and attached lights on the lawn of the lot fronting the road which each owner shall maintain in good order and repair. The exterior lamp posts shall provide for automatic illumination of the post light by photocell or other similar device from sunset to sunrise.

31. **RESERVATION OF EASEMENTS.** Developer reserves unto itself, its successors and assigns, the right to grant to any private or public utility, an easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all roads, streets, or common areas of the property, for electricity, telephone, water, gas and other utility services, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the developer or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the developer or any utility company or governmental body, or any of its agents or servants is hereby waived by the owner. Developer does further reserve the right to change, lay out anew, or discontinue any street, avenue or way shown on the plan of development not necessary for ingress or egress to and from any lot subject to the approval of the County of Sarasota, if required.

32. **RIGHTS RESERVED TO SARASOTA COUNTY.**

A. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, condition, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration or any amendment thereto, including the right to prevent the violation as any such provisions, the right to recover damages for such violations, and including the right to impose and enforce assessments.

B. Amendments to the Declaration which impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and subsequently amended are prohibited without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

33. **HOMEOWNER'S ASSOCIATION FEES.** Homeowner's Association fees shall be paid by the homeowner at the closing for each lot. The fee shall be \$150.00 per year per lot and shall be prorated from the time of closing to the end of the fiscal year.

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IN WITNESS WHEREOF, this Declaration has been executed on
MAY 16, 1996.

ASHTON RIDGE, INC.,
a Florida corporation

Anna Bliss
Barbara Stevens

By: Filic M. Chung
Filic M. Chung
President

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me on the 16th day of
may, 1996, by Filic M. Chung, as President of Ashton Ridge, Inc., a Florida
corporation, on behalf of the corporation, who is personally known to me or who has produced
PLDL#C520-253-67-249D as identification and who did (did not) take an oath.

Anna Bliss
Notary Public
My Commission Expires:

Notary Public State of Florida
ANNA P. BLISS
Commission # CC 424274
Comm. Expires Dec. 4, 1998

OFFICIAL RECORDS BOOK 2655 PAGE 673

EXHIBIT A

DESCRIPTION:

Commence at the NW corner of Tract 10, Block 1, Section 10, Township 37 South, Range 18 East, Bee Ridge Farms, recorded in Plat Book A, Page 248, Public Records Manatee County, Florida (also recorded in Plat Book A, Page 40, Public Records of Sarasota County, Florida) said corner being NW corner of SE 1/4 of NE 1/2 of Sec 10-37-18; thence South 25 feet to the occupied Southerly line of Gypsy Street; thence continue South along the west line of said Tract 10, 171 feet to a Point of Beginning; thence East and parallel to the North line of Tract 10, 153 feet; thence South and parallel to the westerly line of lands of Guy as Recorded in O.R. Book 870, Page 301, Public Records of Sarasota County, Florida 100.00 feet, thence East and parallel to the North line of Tract 10, 157.59 feet to the said Westerly line of lands of Guy; thence South along said line 373.9 feet to South line of said Tract 10; thence West along South line of Tract 10 306.85 feet to the SW corner of Tract 10; thence North along West line of said Tract 10, 473.2 feet to the Point of Beginning.

PLUS

A Tract of land in Lot 15, Block 1, Bee Ridge Farms Subdivision, Section 10, Township 37 South, Range 18 East as recorded in Plat Book A, Page 40 of the Public Records of Sarasota County, Florida (Plat Book A, Page 248, Public Records Manatee County, Florida) described as follows:

Commence at a railroad spike found at the SE corner of the NE 1/4 of said Section 10-37-18; thence N.89°32'20"W., along the Southerly line of the NE 1/4 of said Section 10 a distance of 871.52 feet to a railroad spike set in the centerline of Ashton Road; thence continue N89°32'20"W., along said Southerly line a distance of 360.67 feet to a railroad spike set; thence N.00°20'09"E., a distance of 33.00 feet to the northerly right-of-way line of Ashton Road as recorded in Deed Book 235, Pages 317 and 318 of the aforementioned Public Records, for a Point of Beginning; thence continue N.00°20'09"E., a distance of 301.94 feet; to a concrete monument set; thence continue N.00°20'09"E., a distance of 335.09 feet to a concrete monument set on the Northerly line of said Lot 15; thence N.89°31'52"W., along said Northerly line a distance of 310.84 feet to a concrete monument set at the NW corner of said Lot 15; thence S.00°20'13"W., along the Westerly line of said Lot 15 a distance of 637.08 feet to the aforementioned Northerly right-of-way line of Ashton Road; thence S.89°32'20"E., along said Northerly right-of-way line a distance of 310.85 feet to the Point of Beginning.

PLUS

Lot 11, Block 1, Bee Ridge Farms, as per Plat thereof in Plat Book A, Page 248, Public Records Manatee County, Florida, and being in Section 10, Township 37 South, Range 18 East, LESS a part of the described property that was deeded to J.J. Baccus and Charlotte Baccus, husband and wife, as recorded in Official Record Book 103, Page 2, Public Records of Sarasota County, Florida, that part being the east 6 feet of the north 171 feet of said Lot 11.

PLUS

The South 134 feet of Lot or Tract 12, Block 1, Bee Ridge Farms, as per Plat thereof in Plat Book A, Page 248, Public Records Manatee County, Florida, and being in Section 10, Township 37 South, Range 18 East, subject to easement recorded in Plat Book A, Page 40, of the Public Records of Sarasota County, Florida, containing 19.79 acres, more or less.

Said lots being formally vacated by the Sarasota County Board of County Commissioners by Resolution No. 95-254 Recorded in Official Records Book 2789 at pages 1310, 1311 of said Public Records and now being described as follows:

Commence at a railroad spike found at the SE corner of the NE 1/4 of Section 10, Township 37, Range 18E, thence N.89°32'20"W., along the Southerly line of the NE 1/4 of said Section 10, 1032.19 feet; thence N.00°20'09"E., 33.00 feet to the POINT OF BEGINNING, also being the northerly right-of-way line of Ashton Road as recorded in Deed Book 235, Pages 317 and 318 of the Public Records of Sarasota County, Florida; thence N.00°18'00"E., 295.19 feet; thence N.00°20'09"E., 334.85 feet to the Northerly line of Lot 15 of Bee Ridge Farms, as recorded in Plat Book A, Page 248, Public Records Manatee County, Florida (also recorded in Plat Book A, Page 40, Public Records of Sarasota County, Florida); thence N.89°31'52"W., along said Northerly line of said Lot 15, 3.89 feet; thence N.00°53'43"E., along the westerly line of lands of Guy as recorded in O.R. Book 870, page 301 in the Public Records of Sarasota County, Florida, 373.91 feet; thence N.89°31'52"W., 157.59 feet, thence N.00°20'13"W., 100.00 feet; thence N.89°31'52"W., 158.40 feet; thence N.00°20'13"E., 196.00 feet to the northerly line of Lot 11 of said Bee Ridge Farms; thence N.89°30'44"W., along northerly line of said Lot 11, 605.20 feet to the northeast corner of said Lot 11; thence S.00°27'24"W., along the westerly line of said Lot 11, 536.26 feet; thence N.89°31'46"W., 635.42 feet to the easterly maintained right-of-way line of Sawyer Road as recorded in R.R. 3, pages 21-21C, thence S.00°51'36"E., along said maintained right-of-way line 134.08 feet to the southerly line of Lot 12, of said Bee Ridge Farms, thence S.89°30'36"E., along southerly line of said Lot 12 632.45 feet to the southwest corner of said Lot 11; thence S.89°30'36"E., along the southerly line of said Lot 11, 672.97 feet to the southeast corner of said Lot 11, also being the northwest corner of said Lot 15; thence S.00°20'13"W., along the westerly line of said Lot 15, 636.45 feet; thence S.89°32'20"E., 310.25 feet to the POINT OF BEGINNING containing 19.79 acres, more or less.

JOINDER IN DECLARATION OF RESTRICTIONS

The undersigned being the owner of Lots 2 and 7, Green Tree, as per plat thereof recorded in Plat Book 38, Page 8-213, of the Public Records of Sarasota County, Florida, does hereby join in and consent to the aforesaid Declaration of Restrictions and agrees to be bound by all the terms and conditions and provisions therein, and agrees that the terms, conditions and provisions therein are binding upon it, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its _____ President this 17th day of MAY, 1996.

Witnesses:

MAGLICH HOMES, INC., a Florida corporation

Ann L. Fier

• Ally

By: [Signature]

As: President

(*Print Name of Witness)

[Signature]

• [Signature]

(*Print Name of Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

OFFICIAL
RECORDS
MAY 22 AM 10:43
SARASOTA COUNTY FL

The foregoing instrument was acknowledged before me this 17th day of May, 1996, by Dick Maglich, as President of MAGLICH HOMES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification and who did not take and oath.

(NOTARIAL SEAL)

Rebecca C. Bishop

*(Print Name of Notary Public)
Notary Public - State of Florida
My commission expires _____



Rebecca C. Bishop
MY COMMISSION # 00541128 EXPIRES
April 18, 2000
BONDED THROUGH TROY FARM INSURANCE, INC.

Commission Number _____

JOINDER IN DECLARATION OF RESTRICTIONS

The undersigned being the holder of a mortgage dated December 18, 1996 and recorded in Official Records Book 2812, Page 1453, of the Public Records of Sarasota County, Florida, does hereby join in and consent to the aforesaid Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its Vice President this 29th day of March, 1996.

Witnesses:

WEST COAST BANK, a Florida banking corporation

Barbara Treend
* Barbara Treend
(*Print Name of Witness)

By: [Signature]
As: Vice President

[Signature]
* R.A. HOW
(*Print Name of Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

RECORDED IN OFFICIAL RECORDS
MAY 22 AM 10:43
SARASOTA COUNTY, FL

The foregoing instrument was acknowledged before me this 29th day of March 1996, by Daniel Barger, as Vice Pres of WEST COAST BANK, a Florida banking corporation, on behalf of the corporation, who is personally known to me or who produced N/A as identification and who did not take an oath.



* Anna Bliss
(*Print Name of Notary Public)
Notary Public - State of Florida
My commission expires 12-4-98
Commission Number CC 424274

PREPARED BY:

Record and Return to:

Michael G. Brown, Esq.
2033 Main Street, Suite 402
Sarasota, FL 34237



2007133773

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2007133773 10 PGS

2007 AUG 27 09:47 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

JAMES Receipt#957424

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS OF GREEN TREE,
A SUBDIVISION LOCATED IN SARASOTA COUNTY, FLORIDA**

The undersigned, ASHTON RIDGE, INC., a Florida corporation, being the owner and developer (herein referred to as "Developer") of GREEN TREE, a subdivision (the "Subdivision") located in Sarasota County, Florida, more particularly described in Exhibit A, attached hereto and made a part hereof by reference, makes the following Declaration of Restrictions covering the real property described in Exhibit A, specifying that this Declaration shall be binding upon the undersigned and upon all persons contracting title through the undersigned. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

Developer, its successors, or assignees or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter or change these or subsequently filed covenants and restrictions and use restrictions by filing an amendment thereto among the Public Records of Sarasota County, Florida. "Developer" shall mean and refer to Ashton Ridge, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from Developer for the purpose of development or construction.

Developer has created the Green Tree Homeowners Association, Inc., herein referred to as the "Homeowners Association", which shall have the duty to enforce and require compliance with the provisions of this Declaration of Restrictions against property owners, their tenants and guests on behalf of the Developer and Homeowners Association membership.

1. LAND USE. Lots shall be used for residential single family homes and for no other purpose. ~~However, use of portions of the property as model homes and sales offices shall be permitted by the Developer during the development period.~~ Nothing herein contained shall prevent rental of the property as single family living units so long as the rental is for a period of at least one year. **A copy of the current rental agreement shall be provided to the Homeowners Association. Premature termination of the agreement and subsequent re-rental within the year may be subject to fines. The owner is responsible for the conduct of the tenant regarding compliance with these Declarations.** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family home not to exceed two stories in height and an attached private garage for not less than two cars and not more than three cars. No homes shall be used or occupied by other than a single family and family servants and shall not be used for other than residential purposes.

2. LOT GRADING. Floor level shall be set sufficiently above street grade, at no less than 18" above the crown of the road, to provide proper drainage of respective home sites. No fill or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every home site by the prospective owners, and side line swales shall be planned and maintained to prevent standing water. All storm water shall run from the backyard along the side yard swale toward the street in front of the lot, except a lot adjacent to a lake, in which event the water may be drained directly into the lake. No building shall be erected, placed or altered on any lot until the lot grading has been approved by the Developer of Green Tree, and deemed in conformance with the master surface storm water system. Back of sidewalk elevations shall

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be 1" above the back of the curb elevation, and sloped toward the street at 0.5% (1/4" drop from back of sidewalk).

3. GARAGES AND STORAGE AREAS. No garage shall be erected which is separate from its single family residence building. All single family residences are required to have enclosed a two-car or three-car garage with doors operated by electric door openers. All permanent storage areas must be enclosed and must be attached to the main residence building. Except during diligently pursued construction of improvements, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be placed or permitted to remain on any lot at any time. ~~Garage doors shall be kept in its closed position except when a vehicle is entering or leaving the garage.~~ **Garage doors are to be closed except when a vehicle is entering or leaving and for limited and reasonable periods to accommodate the normal activities of residing.**

4. DRIVEWAYS. All homes shall have a driveway of stable and permanent construction of at least 16 feet in width at the entrance to the garage. All driveways must be constructed of unpainted concrete or other permanent material approved by ~~the Developer.~~ **The Homeowners Association.**

5. DESIGN APPROVAL. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the ~~Developer, its successors or assignees,~~ **Homeowners Association**, as to exterior colors, quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The ~~Developer's~~ **Homeowners Association's** approval or disapproval of plans and specifications as required in these covenants shall be in writing. In the event the ~~Developer, or its designated representative,~~ **Homeowners Association** fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

Sidewalks shall be constructed within the right-of-way of lots within the Subdivision. Sidewalks will be constructed on and parallel to, one side of each paved street within the Subdivision, as shown on the Subdivision construction drawings filed with Sarasota County, by the ~~homeowner.~~ **Developer.**

6. MINIMUM SIZE OF RESIDENCE. The floor area of any single family residential home erected in this Subdivision, exclusive of garages, patios, loggia, atriums, porches (whether open, closed or screened), storage spaces and exclusive of any accessory building, shall be not less than 1,800 square feet of air conditioned living area. If the home is in excess of one story, the first floor shall have a minimum of 1,200 square feet of air conditioned living area.

7. SETBACK RESTRICTIONS. Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines as set forth in the prevailing Sarasota County Zoning Regulations. The front property line shall be the minimum setback established by Sarasota County Zoning Regulations.

8. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood. No trash or refuse shall be placed or suffered to remain anywhere within the usable open space or on the individual lots or parcels and such lands shall be kept free from such conditions and in a clean and tidy condition and free of conditions obnoxious to the eye or emitting foul or obnoxious odors. All structures and improvements built on such lands, and appurtenant thereto, shall be kept in good conditions, repair and appearance by the party for

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whose benefit the same is maintained. Similarly, no lot or parcel shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties and such activity be enjoined by the ~~Developer or Homeowners Association~~. In the event that any owner of any lot or lots shall fail or refuse to keep the premises free of obnoxious weeds or refuse piles, then Homeowners Association may, without being guilty of trespass or other crime or tort, correct the owner's default, assess the owner and place liens on the lot(s) in the manner provided in Paragraph 23. Nothing contained herein shall require any such owner to remove or to keep free from such premises any natural ground cover or vegetation having a pleasing or aesthetic quality. In the event a disagreement arises as to whether particular vegetation is not proscribed by this paragraph, ~~the Developer or his assigns shall have final determining authority as to all such questions on such lot then in the ownership of the Developer at the time of such disagreement and upon the sale of such lot by the Developer to third parties, the Homeowners Association shall then make such determinations.~~ **The Homeowners Association shall make the determination.**

9. LIVESTOCK, POULTRY AND ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided further that they are kept as not to be an annoyance or nuisance to the neighborhood. **Dogs are to be on a leash when not in the owners' yard. Dog droppings are to be picked up immediately from common areas and yards of neighbors, including the space between the street and sidewalk and the sidewalks and streets. Cats are to be contained to the extent they do not use neighbor yards as a litter box.**

10. ANTENNAS AND BASKETBALL APPARATUS. ~~No aerials, antennas or satellite dishes may be placed or maintained on any lot or home in the subdivision.~~ **Antennas and satellite dishes are permitted as described in the prevailing Federal Communications Commission Over-the Air Reception Devices Rule . Dish antennas up to 1 meter in diameter are permitted. Whenever possible, placement of the dishes at the rear of the house is encouraged. Antennas for AM/FM radio, amateur (HAM*) radio, Citizens Band ("CB") radio and Audio Radio Services ("DARS") signals are not permitted.**

Basketball backboard and apparatus shall be temporary and easily removable. No permanent basketball facilities are allowed.

11. CLOTHESLINE. No clothesline or other devices upon which clothes are placed for drying shall be located on any lot in the subdivision, unless they are screened from view from neighboring properties or roadways.

12. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate name of resident or residence and one sign of not more than five square feet advertising the property for sale or rent ~~or used by a builder to advertise the property during the construction and sales period~~ **and one sign of not more than four square feet advertising the company performing maintenance, renovation or construction work and during the period of such work.**

13. GARBAGE AND TRASH DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All areas for storage and keeping of garbage, fuel, oil, gas or trash must be underground or be substantially shielded or screened from neighboring property or common areas, except that garbage or trash in suitable containers may be placed for collection in exposed areas for a period not exceeding 24 hours. Bulky vegetative trimmings and rubbish that is required to be placed in an exposed

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area of the lot or living unit in order to be collected may be so placed and need not be in any container for periods not exceeding 24 hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. FENCES, WALLS AND HEDGES AND ENTRANCE FEATURE. No fences, hedges or walls shall be erected, placed or altered on any lot nearer to any street than 20 feet forward of the rearmost corners of the home. As to homes constructed with a patio, pool deck, lanai or the like extending from a rear corner of a home, no fence, hedges, or walls shall be erected, placed or altered without prior approval by the ~~developer~~ **Homeowners Association** nearer to the street than the rear corner of the home from which the patio, pool deck or lanai extends. ~~without prior approval of developer.~~ A hedge, wall or fence shall be maintained at no greater height than six feet within the rear or side setback line of any lot, and no wall, hedge or fence shall be erected or placed within the front setback lines of any lot, unless the wall, hedge or fence shall be ornamental and a desirable feature and shall not exceed three feet in height. For lots abutting the lake, no wall, fence or hedge shall be placed in the rear 20 feet. For corner lots, no fences shall be allowed at all. For purposes of uniformity of appearance, fences shall be of the "horizontal slat shadow box" style and shall be constructed of natural, unpainted, cypress wood. Thereafter, the Homeowners Association shall have the right of approval. All air conditioning compressors or pool equipment located on the lots shall be fenced or landscaped so as to not be plainly visible from the street or neighboring property.

All walls and fences constructed during the development of the subdivision shall be maintained by the Homeowners Association.

Although the roads within the Subdivision are to be dedicated public roads, the alternate paving, in the form of brick pavers, of the road at the entrance of the Subdivision at Ashton Road shall be repaired, replaced and maintained by the Homeowners Association at the Homeowners Association sole cost and expense.

15. COMMERCIAL TRUCKS, TRAILERS AND BOATS. In order to maintain the high standards of the Subdivision with respect to residential appearance, no commercial vehicles and no house trailers or trailers of any other description, nor recreational vehicles or boats shall be permitted to be parked or to be stored at any place on any lot within the property; provided however, that any of the foregoing may be kept on the property if the same is kept in an attached garage. The prohibition against trucks, commercial vehicles and boats shall not apply to temporary commercial services. Vehicles shall not be parked on the street or right-of-way overnight or for a period in excess of 12 hours. **Vehicles shall not be parked on any part of the lawn or obstruct the sidewalk at any time.**

16. UTILITY, DRAINAGE, ACCESS, CONSERVATION AND TREE LANDSCAPE EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities. The easement area of each lot, unless otherwise provided herein, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The Homeowners Association shall undertake all such maintenance when required and shall be entitled to file a claim of lien as hereinafter provided.

No filling, excavating or removing of vegetation (native trees and understory plants) shall be allowed within the conservation easement along the rear of lots 1 through 8.

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A landscape buffer easement for the installation and maintenance of trees is reserved in favor of Sarasota County and the Homeowners Association, as shown on the recorded plat. The Developer shall initially plant trees within the easement in accordance with the County requirements for the Subdivision. Thereafter, the Owners of the lots upon which the trees are located shall be responsible for the respective cost of maintaining or replacing the tree(s). This covenant shall be enforceable by the County and the Homeowners Association which may maintain or replace the tree(s) in the event of an Owner's default, whereupon the Homeowners Association may assess the Owner and place liens on the lot(s) in the manner provided in Paragraph 24 23 herein.

17. MAILBOXES. A uniform type mailbox, selected by the Developer, with wooden posts shall be installed throughout the subdivision. Each lot owner shall be responsible for the maintenance and repair of the mailbox and post on its lot, provided however, that the Homeowners Association retains the right and easement to repair and maintain mailboxes and posts where the owner, after written notice from the Homeowners Association, has failed to repair or maintain same. All costs incurred by the Homeowners Association, including interest thereon at twelve percent (12%) per annum, shall be charged to the lot, and the Homeowners Association shall place a lien on the lot in the manner provided at Paragraph 23 herein.

18. LAKE. The lake depicted on the subdivision plat and the littoral zones shall be properly maintained in perpetuity by the Homeowners Association according to the government regulations and as the Homeowners Association deems appropriate.

Owners of lots abutting the lake shall not construct any fence, wall or planting hedge within the rear twenty (20) feet of the lot. Each Owner shall sod the lot to the normal water level of the lake and will maintain the sod to the water level.

The removal of native vegetation is prohibited within the lake except cattails will be removed if they constitute more than 15 % of the vegetation within the littoral zones. Removal of cattails includes manual removal, the application of herbicide and cutting.

Maintenance of the lake shall include keeping structures free of any obstructions, and shall be the responsibility of the Homeowners Association.

19. DOCKS, BOATHOUSES AND BOATS. No docks, bulkheads, seawalls, mooring, piling or other construction shall be erected on, or over the lake on the property, and ~~no motorized boats shall be permitted on the lake.~~ **No boats, rafts or other floatation means are permitted. Swimming, wading or bathing is not permitted.**

20. SHORELINES. Shoreline contours of the lake depicted on the subdivision plat shall be maintained by the Owner abutting the same, and may not be changed in any manner except for purposes of better maintenance and preservation.

21. SUBDIVIDING. No platted single family lot shall be further subdivided, nor shall any portion of a lot less than the whole thereof be sold or transferred to any person unless the entire lot shall be utilized to enlarge the adjacent lots.

22. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavation or

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shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

23. HOMEOWNERS ASSOCIATION AND ASSESSMENTS. Developer has caused to be a Homeowners Association known as Green Tree Homeowners Association, Inc., a Florida non-profit corporation. All owners of lots in this subdivision shall be required to become members of the Homeowners Association and shall be required to maintain such membership in good standing as long as they own any lot in this subdivision. Each lot shall be entitled to one vote at the Homeowners Association meetings in conformity with the Articles and Bylaws of the Homeowners Association.

The Board of Directors shall have the right and obligation to levy regular and special assessments including, but not limited to, for the following purposes: (a) construction, repair or maintenance of any wall or fence on lots or tracts owned by ~~it~~ **the Homeowners Association** or located in any easement area or dedicated lands; (b) construction, maintenance and operation of any lights along any streets in the subdivision; (c) construction or maintenance of entryways at the entrance of the subdivision; (d) care, maintenance, upkeep, cleaning, mowing and improvement of the lake and drainage areas (inclusive of easements) together with any and all areas within the Subdivision which are for the common use and benefit of all owners located in the subdivision; and (e) carrying out any of its duties and purposes set forth in these Restrictions, the Articles of Incorporation ~~or~~ **and** the Bylaws. The expenses of the Homeowners Association and the assessments shall be apportioned among all the lots in this subdivision, with each lot to share equally in the expenses. The Homeowners Association shall have the right and obligation to take the actions as herein provided and to enforce collection of all assessments. In the event a lot owner fails or refuses to comply with this Declaration, including the failure to pay his share of such assessment on the date when due, the Homeowners Association shall have the right to file a lien against the owner's property. The lien shall be filed in the Public Records of Sarasota County, Florida, and a copy thereof mailed to each owner at his last known mailing address. The lien shall attach only upon the recording of the lien in the public Records and its priority shall date from the time of recording. If such assessment lien is not paid within ten days of the filing in the Public Records, the Homeowners Association shall have the right to foreclose the lien in the same manner as a mortgage or in such other manner as may be permitted by law. In addition to recovering the amount of the assessment, the Homeowners Association shall also be entitled to recover from the owner of the property interest at the rate provided by law, all costs and reasonable attorney's fees incurred in connection with the preparation and bringing of such foreclosure proceedings and all interest, costs and fees shall be secured by the lien. Such lien shall be subordinate and inferior only to the lien of taxes and special assessments levied by any government authority and to the lien of any bona fide mortgage placed upon such lot prior to the recording of the Claim of Lien. Any mortgagee that acquires title to a lot through foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such lot which came due prior to the acquisition of such title unless a Claim of Lien for such assessments was recorded prior to the recording of the mortgage. Provided, however, that such subordination shall not apply to any assessment which becomes due and payable after a sale or transfer of the lot pursuant to a foreclosure of such mortgage or acceptance of a deed in lieu of foreclosure. Any assessment for which a mortgage acquiring the property is not liable shall be absorbed and paid by the owners of the remaining lots on a pro rata basis.

~~24. REPURCHASE OF LOT. The purchaser of a lot in the subdivision or its successor in title, shall commence construction of a single family residence within 12 months from the date of original conveyance from the Developer. If the purchaser or its successor in title fail to commence construction within the 12 month period, Developer shall have the option to purchase the lot from the purchaser or the successor in title~~

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~~for the price paid less real estate broker fees, title insurance costs and other closing costs paid by the Developer under the original contract from Developer. If the Developer or its successor in title exercises this option, a written contract shall be submitted to repurchase the lot or lots and deliver the same to the lot owner. The lot owner shall sign and return to Developer the contract within five days after delivery. The contract shall be in customary form for residential real estate contracts in Sarasota County and be accompanied by a \$1,000.00 deposit to Developers escrow agent. The contract will provide that owner have the title examined. If any defects are found, owner shall cure same within 60 days after delivery of a notice of defects to owner. The owner will pay the documentary stamps on the Deed, any costs of clearing title and owner's attorneys' fees. Taxes shall be prorated at closing.~~

25. 24. VARIANCES AND AMENDMENT. This Declaration of Restrictions may be amended at any time upon the approval of members of the Homeowners Association holding at least a majority of the voting rights relating to the property and upon the recordation in the Public Records of Sarasota County of any amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the Homeowners Association; provided, however, that until all lots governed by this Declaration of Restrictions are conveyed by Developer, no amendment shall be effective without Developer's express written joinder and consent. This Declaration of Restrictions may also be amended at any time or times so long as Developer owns any lot governed by the Declaration of Restrictions, upon the recordation of an instrument executed solely by Developer; provided, however, that all such amendments shall reasonably confirm to the general purposes of the covenants and restrictions set forth herein.

Developer hereby reserves the right to enter into agreements with the Owner of any lot or lots (without the consent of the owners of other lots) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors. Any such variance shall be evidenced by agreement in writing and shall be recorded in the Public Records of Sarasota County, Florida, to become effective. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in the subdivision, and the same shall remain fully enforceable against all lots located in the subdivision other than the lot where such variance is permitted. The cost of granting and recording any variance is to be paid for by the person requesting the variance. Developer reserves the right to impose additional restrictions in the conveyance of title to any lot or lots in the subdivision and the right to assign to the Homeowners Association all rights to consider and grant variances as provided under this paragraph. Such assignment shall be by document recorded in the Public Records of Sarasota County, Florida, to become effective.

26. 25. COVENANTS. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years unless all instrument signed by a majority of the then owners of the lots has been recorded in Sarasota County, Florida, agreeing to change the covenants in whole or in part.

27. 26. REMEDIES.

(a) All owners, family members of owners, guests, invitees, tenants and licensees shall be bound by the governing documents of the Homeowners Association, including the Rules and Regulations adopted by the Board of Directors. Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act of an owner's family member, guest, invitee, tenant and licensee. Violations

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shall entitle the Green Tree Subdivision Homeowners Association or any other owners to recover damages or obtain injunctive relief or both or any other remedy provided by law. Failure of the Homeowners Association or any owner to enforce these Restrictions shall not be considered a waiver of their right to do so.

(b)The Association may recover costs and attorney's fees incurred to enforce the governing documents, including costs and attorney's fees incurred at the trial or appellate level of a covenant enforcement action. Such fees and costs owed shall be a personal obligation and any amount that remains unpaid shall become a lien against such owner's lot, which may be collected in the manner provided in Paragraph 23 of this Declaration.

(c)In addition to all other remedies, the Association may impose a fine on an owner for failure of such owner, his family, guests, invitees, tenants and licensees to comply with any provisions of the Declarations, Articles of Incorporation, Bylaws, or Rules and Regulations. Fines shall be in such reasonable amounts as the Board shall determine, but in no event may a fine exceed \$100 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate. ~~Fines shall be considered a special assessment against an owner's home, which the Association shall have the right to collect in accordance with Paragraph 23 of this Declaration.~~

A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by a majority vote, does not approve a proposed fine, it may not be imposed.

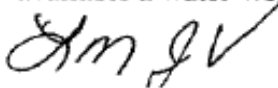
Fines upheld by a majority vote, may, if necessary, be collected through civil court proceedings. The losing party will pay all costs incurred in such proceedings.

~~28.~~ 27. SEVERABILITY. Invalidation of any one of these covenants, by judgment, Court order or otherwise, in no way shall affect any of the other provisions, which shall remain in full force and effect.

~~29.~~ 28. WATER AND SEWAGE SYSTEMS.

A. Each residence shall be connected to the existing water system and existing sewer system and pay all monthly water and sewer charges promptly. The franchised utility company serving the property is hereby granted an easement and license to enter upon any lot for the purpose of installation or inspection of water and sewer lines and for servicing and maintenance of such facilities. Each owner shall have the right to install pumps and water systems for irrigation and swimming pool use. Installation of septic tanks and individual wells, except for the purpose set forth herein, is prohibited.

B. Sarasota County Utilities Department or its successors will supply water and sewer services from their central water and sewer systems to the property and the Developer and all owners shall receive from and pay for all services (except water from an owner's well used for irrigation or pool purposes) and sewer services required for and in connection with any lot and any residences and other improvements located or constructed thereon, and for so long as such utilities furnish such services, to the property. It is the purpose and intent of this provision that Developer and owners shall not construct, dig, build or otherwise make available a water well on the property, or utilize water from any well or other source of water located



elsewhere or made available from other property or sources so long as the utilities are furnishing such service. However, there is excluded from this restriction any such well or water used solely and exclusively for the purpose of irrigation or pools on the property. This restriction imposed upon the property against use of the septic tanks shall be enforceable only while the quality of services rendered by the Service Company and its rate schedule are within standards provided by the Trust Deed executed by the Service Company and recorded in the Office of the Clerk of the Circuit Court of Sarasota County, Florida, and as may hereafter be further amended from time to time, or when Service Company is operating under service and rate standards established by government franchise or regulatory body.

~~30.~~ **29. CARE AND APPEARANCE OF PREMISES.** All improved lots shall be fully sodded including the area between the front lot line and the paved portion of any right-of-way upon which the said lots abut, except the driveways and sidewalks, if applicable. Each owner shall be responsible for maintaining all landscaping, grass, driveways, structures and grounds in good condition and repair in a neat and attractive manner. Each lot owner is required to provide a landscaping package which shall be submitted for advance approval to the Developer so long as he owns any lots in the Subdivision and thereafter to the Homeowners Association. A minimum of \$750.00 for landscaping is required for each home. Landscaped areas shall not exceed twenty-five (25) percent of the lot, less areas for the house, driveway, and sidewalk, if applicable. All county right-of-way shall be sodded. Each owner shall install exterior lampposts and attach lights on the lawn of the lot fronting the road, which each owner shall maintain in good order and repair. The exterior lampposts shall provide for automatic illumination of the post light by photocell or other similar device from sunset to sunrise.

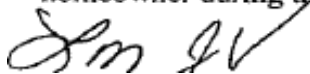
~~31.~~ **30. RESERVATION OF EASEMENTS.** Developer reserves unto itself, its successors and assigns, the right to grant to any private or public utility, all easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all roads, streets, or common areas of the property, for electricity, telephone, water, gas and other utility services, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the developer or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the developer or any utility company or governmental body, or any of its agents or servants is hereby waived by the owner. Developer does further reserve the right to change, lay out anew, or discontinue any street, avenue or way shown on the plan of development not necessary for ingress or egress to and from any lot subject to the approval of the County of Sarasota, if required.

~~32.~~ **31. RIGHTS RESERVED TO SARASOTA COUNTY.**

A. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, condition, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration or any amendment thereto, including the right to prevent the violation as any such provisions, the right to recover damages for such violations, and including the right to impose and enforce assessments.

B. Amendments to the Declaration which impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and subsequently amended are prohibited without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

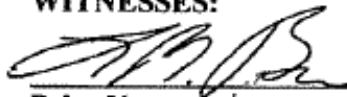
~~33.~~ **32. HOMEOWNERS ASSOCIATION FEES.** Homeowners Association fees shall be paid ~~by the homeowner during the Annual Meeting.~~ **to The Green Tree Homeowners Association during January**



each year. Owners whose payment is not received by the last day in January are considered to be in default. The Annual fee ~~shall be~~ is \$225.00 ~~per year~~ per lot.

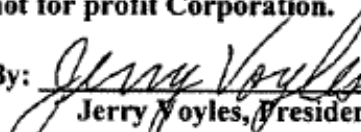
IN WITNESS WHEREOF, the undersigned have set their hands and seals this 26 day of _____, 2007.

WITNESSES:


Print Name: Leom. Brown


Print Name: Caroline S. Brown

GREEN TREE HOMEOWNERS ASSOCIATION,
INC., a Florida
not for profit Corporation.

By: 
Jerry Voyles, President

Corporate seal:

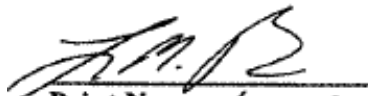


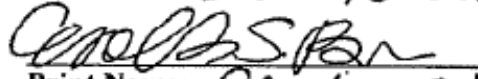
GREEN TREE HOMEOWNERS ASSOCIATION,
INC., a Florida not for profit Corporation.

By: 
Lavonne Martin, Secretary

Corporate seal:



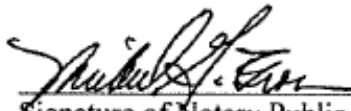

Print Name: Leom. Brown


Print Name: Caroline S. Brown

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26th day of AUGUST, 2007, by **JERRY VOYLES**, as President, and **LAVONNE MARTIN**, as Secretary, of **GREEN TREE HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit Corporation. They are both personally known to me and both did take an oath.

Seal:  Michael G. Brown
My Commission DD320445
Expires June 05, 2008


Signature of Notary Public

MICHAEL G. BROWN
Printed name of Notary Public

My commission expires: _____

Record and Return to:
Michael G. Brown, Esq.
P.O. Box 19702
Sarasota, FL 34276

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2011018021 2 PGS
2011 FEB 15 02:40 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
EMILLER Receipt#1360408

**CERTIFICATE OF SECOND AMENDMENT TO THE
DECLARATION OF RESTRICTIONS OF GREEN TREE,
A SUBDIVISION LOCATED IN SARASOTA COUNTY, FLORIDA**

This Certificate of Amendment executed this 13th day of February, 2011, by Green Tree Homeowners Association, Inc., a Florida not for profit corporation (hereinafter, "Association).

Recitals

Whereas, the Association has been established for operation of Green Tree, in accordance with the Declaration of Restrictions ("Declaration") recorded May 22, 1996 in Official Records Book 2855, Page 862 of the Public Records of Sarasota County; and,

Whereas, the following amendment was submitted to the Members at a duly notified Annual Meeting on January 27, 2011 in accordance with Article III of the Bylaws of Green Tree Homeowners Association, Inc. ("Bylaws"); and,

Whereas, the proposed Amendment to the Declaration was approved by not less than a majority of majority of Members of the Association present, in person or by proxy, at the Annual Meeting.

Now Therefore, the Association does hereby state as follows:



The foregoing recitals are true and correct and are incorporated herein by reference. 2011018021

All present and future Members of the Association shall be bound by the Amendment to the Declaration.

1. New language is indicated by **bold, underscored type**.
2. Deleted language is indicated by *Italic type*.

Paragraph 14 entitled "FENCES, WALLS AND HEDGES AND ENTRANCE FEATURE" shall be amended as follows

14. FENCES, WALLS AND HEDGES AND ENTRANCE FEATURE. No fences, hedges or walls shall be erected, placed or altered on any lot nearer to any street than 20 feet forward of the rear most corners of the home. As to homes constructed with a patio, pool deck, lanai or the like extending from a rear corner of a home, no fence, hedges, or walls shall be erected, placed or altered without approval of the Homeowners Association nearer to the street than the rear corner of the home from which the patio, pool deck or lanai extends. A hedge, wall or fence shall be maintained at no greater height than six feet within the rear or side setback line of any lot, **and at no greater height than 42" within the rear or side setback line of any lot abutting the lake** and no wall, hedge or fence shall be erected or placed within the front setback lines of any lot, unless the wall, hedge or fence shall be ornamental and a desirable feature and shall not exceed three feet in height. For lots abutting the lake, no wall, fence or hedge shall be placed in the rear **20 10** feet. For corner lots, no fences shall be allowed at all. For purposes of uniformity of appearance, fences shall be of the "horizontal slat shadow box" style and *shall be* constructed of natural, unpainted, cypress wood **or vinyl**

privacy or shadowbox fence in white or beige. Thereafter, the Homeowners Association shall have the right of approval. All air conditioning compressors or pool equipment located on the lots shall be fenced or landscaped so as to not be plainly visible from the street or neighboring property.

All walls and fences constructed during the development of the subdivision shall be maintained by the Homeowners Association.

Although the roads within the subdivision are to be dedicated public roads, the alternate paving, in the form of brick pavers, of the road at the entrance of the Subdivision at Ashton Road shall be repaired, replaced and maintained by the Homeowners Association at the Homeowners Association's sole cost and expense.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13th day of February, 2011.

WITNESSES:

Jerry M. Voyles
Print Name: Jerry M. VOYLES

Caroline Brown
Print Name: Caroline Brown

GREEN TREE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation

By: Jerry Voyles
Jerry Voyles, President

Corporate seal:

WITNESSES:

Jerry M. Voyles
Print Name: Jerry M. VOYLES

Caroline Brown
Print Name: Caroline Brown

GREEN TREE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation.

By: Lavonne Martin
Lavonne Martin, Secretary

Corporate seal:

STATE OF FLORIDA)
) ss:
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 13th day of February, 2011, by JERRY VOYLES, as President, and LAVONNE MARTIN, as Secretary, of GREEN TREE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation. They are both personally known to me, and both did take an oath.



My commission expires:

Michael G. Brown
Signature of Notary Public

MICHAEL G. BROWN
Printed name of Notary Public

Prepared by:
Kimberly A. Colgate
Record & Return to:
Kimberly A. Colgate
7707 Holiday Drive
Sarasota, FL 34231

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS OF GREEN TREE,
A SUBDIVISION LOCATED IN SARASOTA COUNTY, FLORIDA



This Certificate of Amendment executed this 7th day of March, 2016, by Green Tree Homeowners Association, Inc., a Florida not for profit corporation (hereinafter, "Association").

Recitals

Whereas, the Association has been established for operation of Green Tree, in accordance with the Declarations of Restrictions ("Declaration") recorded May 22, 1996 in Official Records Book 2855, Page 863 of the Public Records of Sarasota County; and,

Whereas, the following amendment was submitted to the Members at a duly notified Annual Meeting on January 24, 2013, in accordance with Article III of the Bylaws of Green Tree Homeowners Association, Inc.; and,

Whereas, the proposed Amendment to the Declaration was approved by not less than a majority of Members of the Association, by recorded ballot submitted prior to or during the meeting.

Now There Fore, the Association does hereby state as follows:

The foregoing recitals are true and correct and are incorporated herein by reference.

All present and future Members of the Association shall be bound by the Amendment to the Declaration.

1. New language is indicated by **bold, underscored type**.
2. Deleted language is indicated by *Italic type*.

Paragraph 32 entitled HOMEOWNERS ASSOCIATION FEES, shall be amended as follows.

Homeowners Association fees shall be paid to The Green Tree Homeowners Association during January each year. Owners whose payment is not received by the last day in January are considered to be in default. The Annual Fee is \$225.00 **\$250.00** per lot.

Certificate of Amendment To The Declaration of Green Tree,
A Subdivision Located In Sarasota County, Florida

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 7th day of ~~March~~, 2016, effective this 24th day of ~~December~~, 2013.
January

WITNESSES:

**GREEN TREE HOMOWNER'S ASSOCIATION,
INC., a Florida not for profit Corporation**

[Signature]
Print Name: A. Gwilliam

By: [Signature]
JERRY VOYLES, PRESIDENT

[Signature]
Print Name: LaVonne Martin

Corporate Seal:

WITNESSES:

**GREEN TREE HOMOWNER'S ASSOCIATION,
INC., a Florida not for profit Corporation**

[Signature]
Print Name: A. Gwilliam

By: [Signature]
BARBARA WRIGHT, SECRETARY

[Signature]
Print Name: LaVonne Martin

Corporate Seal:

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 7th day of ~~February~~ March, 2016, by JERRY VOYLES, as President, and BARBARA WRIGHT, as Secretary, of GREEN TREE HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit Corporation. They are both personally known to me and both did take an oath.

Seal:

[Signature]
Signature of Notary Public

2/18/2019
My commission expires

Kimberly A. Colgate
Printed Name of Notary Public

