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AMENDED AND RESTATED

**DECLARATION OF RESTRICTIONS
FOR
PALM-AIRE AT SARASOTA, UNIT NO. 6 (A/K/A TIMBERLAKE VILLAGE)**

This Declaration of Restrictions for Palm-Aire at Sarasota, Unit No. 6 shall govern the property located in Manatee County, Florida described as follows:

Lots 1 through 80, PALM-AIRE AT SARASOTA, Unit 6, as per plat
thereof recorded in Plat Book 19, pages 199, 200, and 201, Public Records
of Manatee County, Florida,

and as described on Exhibit "A" attached hereto and incorporated herein by this reference (herein "the Property" or "the Subdivision"). The Property shall be and is hereby bound by the covenants, restrictions, limitations, conditions, easements, and agreements set forth in this Declaration of Restrictions and said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following covenants, restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said property.

**ARTICLE 1
DEFINITIONS**

For all purposes, the terms used in this Declaration of Restrictions (herein "the Declaration") and in the other Governing Documents shall have the meanings stated in the Florida Homeowners' Association Act (Chapter 720 of the Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Owner.

The following words and terms when used in the Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "ARTICLES OF INCORPORATION". "Articles of Incorporation" means and refers to the Articles of Incorporation for the Association, as they may exist from time to time, which are attached hereto as Exhibit "B", and are incorporated herein by reference.

1.2 "ASSOCIATION". "Association" means and refers to TIMBERLAKE VILLAGE ASSOCIATION, INC, a Florida not-for-profit corporation created pursuant to Chapters 617 and 720 of the Florida Statutes.

1.3 "BOARD OF DIRECTORS" or "BOARD". "Board of Directors" or "Board" means and refers to the Board of Directors of the Association.

1.4 "BYLAWS". "Bylaws" means and refers to the Bylaws for the Association, as they may exist from time to time, which are attached hereto as Exhibit "C", and are incorporated herein by reference.

1.5 "COUNTY". "County" means and refers to Manatee County, Florida.

1.6 "DECLARATION". "Declaration" means and refers to this Declaration of Restrictions, as recorded in the Public Records of the County, as the same may be amended from time to time.

1.7 "GOVERNING DOCUMENTS". "Governing Documents" means and refers to this Declaration, the Articles of Incorporation attached hereto as Exhibit "B" and the Bylaws attached hereto as Exhibit "C" and each incorporated herein by reference, as such documents may be amended from time to time, and the Rules and Regulations of the Association, as such documents may be amended and supplemented from time to time.

1.8 "LOT". "Lot" means and refers to any Lot within the Property.

1.9 "MEMBER". "Member" means and refers to a Member of the Association.

1.10 "OWNER". "Owner" means and refers to the record Owner of the fee simple title to any Lot. Each Owner shall be a Member of the Association.

ARTICLE 2 ASSOCIATION; MEMBERSHIP; VOTING RIGHTS

Timberlake Village Association, Inc. is a Florida non-profit corporation. All Owners of Lots in this Subdivision shall be required to become Members of the 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 Association meetings in conformity with the Articles of Incorporation and Bylaws of the Association.

ARTICLE 3 ASSESSMENTS

3.1 ASSESSMENTS. The Association shall have the right to levy assessments for the purpose of construction, maintenance and operation of any lights along any of the streets in the Subdivision, for the purpose of construction or maintenance of entryways at the entrances of the Subdivision, and for the purpose of carrying out any of its duties and purposes set forth in these Restrictions, the Articles of Incorporation or the Bylaws. The Association shall have the right and obligation to take such action as hereinafter provided to enforce collection of such assessments. The expenses of the Association and the assessments shall be apportioned among all the Lots in this Subdivision, with each Lot to share equally in said expenses.

3.2 SPECIAL ASSESSMENTS. The Association shall also have the right to levy special assessments from time to time.

3.3 INTEREST AND LATE FEES. Any assessment, whether annual or special, which is not paid when due shall be subject to a late fee not to exceed the greater of twenty-five dollars (\$25) or five percent (5%) of the amount of each installment that is paid past the due date, and shall bear interest from the due date until paid at the maximum rate permitted by law.

3.4 LIABILITY; NO WAIVER. A Lot Owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner. The Lot Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the Lot upon which the assessments are made.

ARTICLE 4 LIEN RIGHTS

The Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

4.1 CREATION OF LIEN. The lien of every such fee, expense and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.

4.2 CLAIM OF LIEN. In the event a Lot Owner fails or refuses to pay his or her assessments and other amounts provided for by Section 720.3085 of the Florida Statutes, as amended from time to time, the Association may record a claim of lien in the County records after following the requisite procedures of Section 720.3085.

In addition to recovering the amounts of the assessment and other amounts, the Association shall also be entitled to recover from the Owner of said Lot all costs, charges, fees, and interest, including reasonable attorneys' fees, incurred in attempts to collect the amounts and in connection with the preparation and bringing of such foreclosure proceedings, and all costs, charges, fees, and interest shall be secured by said lien, to the extent permitted by law.

ARTICLE 5 BUILDING AND USE RESTRICTIONS

5.1 USE. No Lot shall be used except for single-family residential purposes. No unlawful, improper, or immoral use shall be made of any Lot, nor shall anything be done thereon which may be or become an annoyance, nuisance, or health hazard to the neighborhood or to any other Owner therein.

- a. Animals:** No poultry, livestock, or animals of any kind shall be raised, kept, bred, or maintained except dogs, cats, or other household pets, provided they are not kept, bred, or maintained for commercial purposes.

b. Vehicles: No recreational vehicle, motor home, camper, trailer, mobile home, commercial vehicle (except governmental passenger vehicles - i.e. law enforcement/fire department/county or city issued), limousine, all-terrain vehicle (ATV), van-type vehicle without panel windows on both sides, motorcycle, truck of any type other than a passenger pickup truck without utility/ladder rack and/or utility bed and/or camper bed, unregistered vehicle, boat trailer, or boat (or other watercraft) shall be parked, stored, or maintained on any street or Lot in this Subdivision in such a manner that it may be seen from a street or an adjacent Lot. No vehicle which cannot operate on its own power shall remain in Timberlake Village for more than twelve (12) hours, except in the garage of a home. No repair or maintenance, except emergency repair, of vehicles shall be made within Timberlake Village, except in the garage of a home. No vehicle shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. No vehicle shall be used as a domicile or residence, either temporarily or permanently.

c. Parking: No person owning property in the Subdivision or lessee, successor, or assign of any Owner shall park, store, or maintain, or permit to be stored, parked or maintained more than two (2) vehicles total on any driveway or street in the subdivision on a regular and recurring basis, and no vehicle shall be parked on a lawn at any time.

d. Exceptions: The Board of the Timberlake Village Association is empowered to grant temporary exceptions to subparagraphs "b" and "c" whenever he or she determines that a temporary condition exists warranting such an exception.

e. Antennas: The Association has the authority to promulgate rules and regulations governing antennas and satellite dishes that Owners may wish to install or erect, including rules that such improvements be screened so that they are not visible from adjacent homes or from the Common Areas. However, such rules and regulations must be promulgated in accordance with all applicable FCC regulations, including, but not limited to, the FCC rules for Over-the-Air-Reception Devices (OTARD), as amended from time to time.

f. Sales: Garage sales, yard sales, or sales of a similar nature shall be limited to no more than two (2) per year per Lot.

g. Rentals: Owners who rent or lease their property to others shall advise the Board of the Association prior to move in 1) the name of the renter or lessee, 2) verify that the renter/lessee has been provided with a copy of these Restrictions and has been advised that they are to be adhered to by the renter/lessee, and 3) no rental/lease will be approved for a term less than six (6) months. A home or Lot acquired after the effective date of this Declaration shall not be rented or leased for a period of twenty-four (24) months following the acquisition of the home or Lot (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twenty-four (24) months will then begin tolling. Notwithstanding the foregoing, the following are not subject to the requirement of waiting twenty-four (24) months to rent or lease: 1) A home or Lot acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure; 2) A home or Lot acquired through inheritance; and 3) A home or Lot acquired by a trust of which the settlor is the immediate former Owner of the home or Lot and is a natural person or persons.

h. Solar Panels: Solar panels shall only be permitted at locations on a structure as are first approved in writing by the Association. However, in accordance with Section 163.04 of the Florida Statutes, as amended from time to time, the Association may not completely deny permission to install solar panels. The Association may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

i. Nuisances. Nothing shall be done or permitted to be done or maintained on any Lot which may be or become an unreasonable annoyance or a nuisance to other Owners of Lots in the Subdivision.

5.2 TYPE OF IMPROVEMENTS. No building shall be erected, altered, placed or permitted to remain on any Lot or parcel other than one (1) detached, single-family dwelling not to exceed two (2) stories in height. Each such dwelling shall have a garage attached to it for not more than three (3) cars. No trailer, tent, or barracks-type or other temporary structure shall be placed or permitted on any Lot at any time, nor shall any structure of any type not attached to the main dwelling be permitted.

5.3 CONSTRUCTION.

- a. **Design:** All buildings shall be of a design consonant with the environment of prior units of DeSoto Lakes Country Club Colony and Palm-Aire of Sarasota.
- b. **Specifications:** All buildings shall be placed on masonry foundations and shall be constructed of new and durable materials. All residences erected on any Lot shall have a minimum ground floor area of 1200 square feet, exclusive of porches, garages, and utility rooms.
- c. **Approvals:** Plans and specifications for all structures and/or alterations and additions thereto shall be submitted for approval to the Association prior to commencement of any construction or improvements on any Lots or parcels.
- d. **Completion:** Upon commencement of construction of any improvement, the Owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved within nine (9) months of commencement of construction.

5.4 SETBACK REGULATIONS. No dwelling shall be erected on a Lot or parcel having an area less than ten thousand (10,000) square feet; closer than twenty-five (25) feet from the front Lot line; closer than fifteen (15) feet from the rear Lot line; closer than ten (10) feet from the side Lot lines; provided however, that in the case of irregular Lots only, the Association shall have the right to approve each individual variance from the terms of these setback regulations. The street line shall be considered the front Lot line, and the Owners of corner Lots shall designate one side fronting a street as the front Lot line. If two (2) or more Lots are owned and used as a building site, side Lot lines shall refer only to the lines bordering on the adjoining Owner's property.

5.5 MULTIPLE LOT BUILDING SITES. When a building site consists of more than one (1) Lot, the outside lines of the parcel shall, for easement and setback regulating purposes, be deemed the Lot lines of the building site. In no event shall less than a whole subdivided Lot be used for a building site.

5.6 EASEMENTS. Easements are reserved as shown on the plat to permit the construction and maintenance by the Association and/or public utility companies of water, gas, drainage, telephone, and other services of like nature. No permanent improvement shall be constructed on any such reserved easements. The Lot Owner shall maintain lawn and landscaping on such reserved easements.

5.7 LAWNS AND LANDSCAPING.

a. As to all Lots, all lawns in front of the property shall extend to the pavement line. No gravel or blacktop or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications. Upon the completion of any building, the lawn area on all sides of the house shall be completely sodded with grass, it being the intent that all completed buildings shall be surrounded by a uniform green, luxuriant and well-kept lawn to the curb line on all sides of the Lot.

b. As to all Lots fronting on the dedicated lake, lawns and landscaping shall extend to the waters of said lake, with the upland Lot Owner maintaining the land, if any, between said Lot and the waters of the lake. Provided, however, no permanent improvement or fences shall be built within the 10-foot easement surrounding the lake, nor on the land between the Lot and the waters of the lake, nor into or over the waters of the lake, without express written consent of the Association.

5.8 WALLS AND HEDGES. No boundary, wall, fence, or hedge shall be built or maintained having a height of more than six (6) feet. No side of any wall, fence, or hedge shall be maintained in such manner as to be unsightly.

a. No fence, wall, or hedge shall be erected or maintained within twenty-five (25) feet of any Lot line abutting on a street, nor between such Lot line and the front face of the residence or principal structure standing on the Lot.

5.9 SIGNS; FLAGS. No sign of any kind shall be displayed at any Lot except one (1) sign of not more than seven hundred twenty (720) square inches (approximately 24" x 30") in area, advertising the property for sale or rent; and a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home; and any other types of signs allowed by Board-adopted rule. Notwithstanding anything to the contrary herein, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and a half (4 1/2) feet by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag. No other flags will be allowed on Lots except as allowed by Board-adopted rule.

5.10 OUTSIDE SERVICE CONTAINERS AND CLOTHES LINES. All garbage or trash containers, oil tanks and bottle gas tanks must be underground or placed in a walled-in area so that they shall not be visible from the adjoining properties, except at time of garbage collection. All exterior clothes drying lines or apparatus shall be located in rear or side yards and shall be appropriately screened from view of contiguous Lots and streets, consistent with these Restrictions.

ARTICLE 6 MAINTENANCE

6.1 MAINTENANCE OF LOTS AND IMPROVEMENTS. Owners of Lots shall keep same mowed and free of debris and vegetation that may be either a health or fire hazard or detract from the aesthetic appearance of the surrounding area, and shall maintain the home and any other improvements upon the Lot in good condition, including, but not limited to, the paint and the roof. Upon the Owner's failure to maintain the Lot and the home and other improvements, the Association shall have the right, in its discretion, to mow, burn, or clear any weeds, grass or unsightly debris from any Lot deemed by the Association to be a health menace, fire hazard or to detract from the aesthetic appearance of the community, and to otherwise maintain the Lot, home and improvements; provided, however, that at least ten (10) days' written notice shall first be given by the Association to the Owner of the Lot. In the event the Association, after such notice, causes the subject work to be done, then and in that event, the costs of such work shall be charged to the Owner and shall become a lien on the subject property.

6.2 MAINTENANCE OF MEDIAN AREAS AND WHITFIELD AVENUE WALL. There is a wall on the easterly Lot line of Lots 4 through 6, 14 through 17, and 47 through 58 inclusive. The Association is hereby granted an easement over the easterly five (5) feet of said Lots to replace, repair, maintain and care for the wall. The Association shall repair, maintain, replace (if necessary) and care for said wall and for the median strip in all dedicated roads to the extent not cared for by the appropriate governmental body.

ARTICLE 7 TRACT "A"

Tract "A" on the Plat of this Subdivision has been reserved as an entrance. Tract "A" is reserved for the use of all of the Lot Owners in the Subdivision. The Association shall have the obligation to maintain Tract "A" and the costs thereof shall be shared equally among all the Lot Owners. Tract "A" may be or have been conveyed to the Association.

ARTICLE 8
AUTHORITY TO LEVY FINES AND SUSPEND USE RIGHTS
FOR VIOLATIONS OF DEED RESTRICTIONS

8.1 VIOLATION OF RESTRICTIONS. The Association and any person owning a Lot in this Subdivision shall have the right to proceed at law or in equity against any person or persons who shall violate or attempt to violate this Declaration of Restrictions or any of its Exhibits or the Association Rules and Regulations, and may enjoin or recover damages for such violation. Any judgment in favor of the Association or any person owning a Lot in this Subdivision, rendered in respect of any action or proceeding pursuant hereto, shall include all court costs and attorneys' fees in such an amount that the court deems reasonable, including costs and fees incurred in appellate proceedings.

8.2 FINES AND SUSPENSIONS FOR VIOLATIONS. The Association has the right to levy fines and suspend use rights in accordance with and following the required procedures of Section 720.305 of the Florida Statutes. A fine of one thousand dollars (\$1,000.00) or more may become a lien against a parcel.

8.3 PROPER NOTICE; COMMITTEE. A fine or suspension levied by the Board of Directors may not be imposed unless the Board first provides at least fourteen (14) days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) 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 majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed.

8.4 NONENFORCEMENT AND INVALIDATION. Failure to enforce any of the provisions of this Declaration of Restrictions or any of its Exhibits or the Association Rules and Regulations shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any one or more of the provisions of same by judgment or court order shall in no way affect any of the remaining documents and provisions, which shall remain in full force and effect.

8.5 ELECTION OF REMEDIES. All rights, remedies and privileges granted to the Association hereunder, by any other governing document, or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Association documents, or at law or in equity.

ARTICLE 9 GENERAL PROVISIONS

9.1 TERMS OF RESTRICTIONS. The foregoing covenants and restrictions shall run with the land and be binding on the heirs, personal representatives, successors and assigns of all parties hereto, and said covenants and restrictions shall remain in full force and effect until January 1, 2040, and thereafter until terminated by consent of Owners of a majority of the Lots in the Subdivision.

9.2 SEVERABILITY. Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

9.3 AMENDMENT. This Declaration may be amended at any time and from time to time upon the approval of the Owners of at least a majority of all Lots, at a membership meeting duly called for such purpose, and upon the recordation in the County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the Association.