

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FOREST OAKS SUBDIVISION COMMUNITY

THIS DECLARATION is made by FOREST OAKS CORPORATION, a Florida corporation, hereinafter referred to as "Developer,"

W I T N E S S E T H :

WHEREAS, Developer owns in fee simple certain lands located in Sarasota County, Florida, to be known as FOREST OAKS SUBDIVISION; and

WHEREAS, approval to develop said lands has been granted by the Board of County Commissioners of Sarasota County, in accordance with and subject to the terms and provisions of ORDINANCE NO. 92-15; and

WHEREAS, Developer intends to improve, develop and subdivide said lands to be known as "FOREST OAKS SUBDIVISION", and thereafter to sell and convey subdivided portions thereof for residential purposes; and

WHEREAS, Developer has caused to be filed at Plat Book 37, Page 7-4c, of the Public Records of Sarasota County, Florida, a plat of FOREST OAKS SUBDIVISION (the "Plat") and is desirous of placing certain covenants and restrictions upon the use of said property and all lots and certain tracts contained therein for the mutual benefit and protection of Developer and all subsequent purchases of Lots contained in the Subdivision, their heirs, successors, representatives and assignees;

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida as a corporation not for profit FOREST OAKS SUBDIVISION COMMUNITY ASSOCIATION, INC., which corporation has been chartered for the purposes set forth in its Articles of Incorporation and Bylaws, including without limitation, the purposes of enforcing these covenants and restrictions and operating, maintaining, improving and managing the Common Areas for the use and enjoyment of the Lot owners in FOREST OAKS SUBDIVISION.

NOW THEREFORE, in consideration of the premises, Developer hereby declares that the property hereinafter discussed in Article I shall be held, transferred, sold, conveyed, occupied, used and enjoyed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, which shall constitute covenants running with the title to said property; to-wit

ARTICLE I

PROPERTY SUBJECT TO THESE COVENANTS

The real property which is owned by Developer and which shall hereafter be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:

A PART OF THE WEST HALF OF TRACT 3, BLOCK 3, SARASOTA-
VENICE COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 37
SOUTH, RANGE 18 EAST AS PER PLAT THEREOF RECORDED IN PLAT
BOOK "A", PAGE 68 OF THE PUBLIC RECORDS OF SARASOTA
COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID TRACT 3; (ALSO BEING
THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION
9) THENCE S.00°07'58"W. ALONG THE WESTERLY LINE OF SAID
TRACT 3, A DISTANCE OF 30.00 FEET TO THE EXISTING
SOUTHERLY RIGHT OF WAY LINE OF ASHTON ROAD FOR A POINT OF
BEGINNING; THENCE CONTINUE S.00°07'58"W ALONG SAID
WESTERLY LINE A DISTANCE OF 1038.12 FEET; THENCE
N.89°14'55"E. A DISTANCE OF 172.40 FEET TO THE WEST LINE
OF LESS PARCEL AS RECORDED IN O.R. BOOK 2479, PAGE 1108,
OF SAID PUBLIC RECORDS; THENCE N.00°07'47"E. ALONG SAID
WESTERLY LINE OF LESS PARCEL A DISTANCE OF 22.01 FEET TO
THE NW CORNER OF SAID LESS PARCEL; THENCE S.89°49'42"E.
ALONG THE NORTHERLY LINE OF SAID LESS PARCEL A DISTANCE
OF 164.64 FEET TO THE WESTERLY LINE OF SUN HAVEN, UNIT
NO. 5 PER PLAT RECORDED IN PLAT BOOK 16, PAGE 19 OF SAID
PUBLIC RECORDS; THENCE N.00°02'40"E. ALONG SAID WESTERLY
LINE A DISTANCE OF 833.24 FEET TO A CONCRETE MONUMENT
MARKING THE NW CORNER OF LOT 43 OF SAID SUN HAVEN, UNIT
5; THENCE N.89°51'15"E. ALONG THE NORTH LINE OF SAID LOT
43 A DISTANCE OF 1.61 FEET TO THE EASTERLY LINE OF THE
WEST 1/2 OF SAID TRACT 3; THENCE N.00°07'47"E. ALONG SAID
EASTERLY LINE A DISTANCE OF 179.34 FEET TO SAID SOUTHERLY
RIGHT OF WAY LINE OF ASHTON ROAD; THENCE N.89°42'07"W.
ALONG SAID RIGHT OF WAY A DISTANCE OF 337.33 TO THE POINT
OF BEGINNING.

CONTAINING 344,939 SQ. FT.+/- = 7.9187 ACRES MORE OR LESS.

id property, together with such other additional property as may
made subject to the terms of this Declaration pursuant to
Article VI below, shall sometimes hereinafter be referred to as the
subdivision".

ARTICLE II

THE FOREST OAKS SUBDIVISION COMMUNITY ASSOCIATION, INC.

In order to effectuate the orderly development of FOREST OAKS SUBDIVISION and to establish, protect and preserve the quality of the Subdivision, the owners of all Lots in the subdivision shall become members of THE FOREST OAKS SUBDIVISION COMMUNITY ASSOCIATION, INC., hereinafter referred to as the Community Association by virtue of such ownership and shall be entitled to all of the rights and subject to all of the obligations such membership entails.

The purpose and objective of the Community Association is to insure to all of its members a continuing and concerted program for the maintenance and management of common areas, to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and this Declaration of Restrictions. Copies of said Articles of Incorporation and Bylaws are attached hereto as Exhibits "A" and "B", respectively.

The Community Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against Lots in this Subdivision.

ARTICLE III

BUILDING RESTRICTIONS AND MAINTENANCE OBLIGATIONS

The following restrictions, maintenance obligations and covenants are applicable to all Lots in the Subdivision, except Lots 4, 5, 17, and 25, which contains existing buildings, structures and improvements, or which Developer intends to construct models or an office and which are exempted from the application of this Article III; provided, however, the exemption of Lots 4, 5, 17, and 25, is limited to those activities that are necessary for Developer to conduct construction, sales, marketing and promotion functions as Developer of the Subdivision.

1. Residential Use. The Lots subject to this Declaration may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show vacant lots and dwellings built on Lots in the Subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, Developer and such contractors as Developer may approve in writing shall have the right from time to time to construct and

operate model homes in the Subdivision; in addition, Developer shall have the right from time to time to erect and maintain in the subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, and such other offices, structures, and facilities as may be appropriate for use by Developer in the development of the Subdivision.

2. Dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing at least one thousand six hundred (1,600) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages). Unless approved by Developer in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling, provided that a pool cabana may be constructed if it is connected to the dwelling by a pool cage and otherwise complies with these restrictions. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. Screened roofs may be used over pools and lanais. No roof over any part or all of a dwelling or any other building shall be metal. In the event a dwelling is constructed of concrete block, same must be covered with stucco or veneered with wood, brick or stone. No asbestos shingles, siding or any type of asphaltic covering shall be used on exterior walls of any building. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling. Unless otherwise approved by Developer, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. The grade of each Lot shall not be materially altered from the grade established by Developer. All floor elevations for dwellings shall be subject to approval by the Developer. No change in grade (whether filling or otherwise) shall be made which will adversely effect drainage of any Lot or drainage of any adjacent Lots, or Tracts.

3. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs); (a) encroaches on any "building setback line" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by Developer pursuant to the provisions of this Declaration of Restrictions or the Plat; (c) is closer than twenty (20) feet to the front Lot line (which is any line adjacent to a street), closer than six (6) feet to a side Lot line nor when there is less than fifteen (15) feet between houses in the subdivision. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar

low, open unroofed and unscreened constructions may be erected within the setback areas, provided that such construction; (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of Developer, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by Developer.

4. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two (2) automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

5. Antenna. There shall not be permitted or maintained any type of radio, television or other communication system upon any Lot or affixed in any manner to the exterior of any structure in the subdivision, nor shall any such antenna be permitted or maintained inside a structure which emanates or creates radio or television reception interference with any neighboring residences.

6. Water and Sewer. All homes shall use and be connected to the central water and sewerage system made available by Developer. No well shall be drilled or utilized on any Lot for any purpose including irrigation, and no septic tank shall be installed, used or maintained on any Lot, without the written approval of Developer and the approval of any applicable governmental authority.

7. Screening of Air Conditioner Compressors and Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. Such walls or fences must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air-conditioning units shall be permitted on any Lot without the written approval of Developer. Heating ventilation, air conditioning equipment, fans and pool equipment located outside a building shall be buffered by walls of shrubbery so as to reduce the noise level resulting from operation thereof. Oil and gas storage tanks shall be underground. Water treatment and water storage tanks shall be screened from view.

8. Driveway Construction. All dwellings shall have a driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with unpainted concrete, unless prior approval for other material is obtained from Developer. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot owner in a neat and orderly fashion acceptable to Developer. No portion of a driveway shall be located within five (5) feet of the

side line of any Lot nor within five (5) feet of such line extended to the pavement of the street.

9. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

10. No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of Developer.

11. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan submitted to and approved by Developer, together with house construction plans. The landscaping plan shall include a planting plan, an irrigation plan, material specifications and construction details. All plant material shall be Florida #1 or better in accordance with the Grades and Standard for Nursery Plants, State Plant Board of Florida. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. Use of such materials are limited to 20% of the front yard landscape area coverage without approval of the Developer. All lawns and landscaping shall extend to the pavement line in front of any dwelling and to the normal water line for those Lots adjacent to lakes:

12. Fences, Hedges and Walls. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the approval of Developer. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Lot.

13. Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

14. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by Developer.

★ 15. Vehicles. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those

present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage.

16. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding four (4) square feet utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of Developer.

(c) During the course of construction on a Lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

17. Animals. No activities of noxious or offensive nature, including but not limited to, the maintenance of poultry farms, hog farms, or cattle feeding pens shall be conducted within the Subdivision. No hogs or poultry of any kind shall be raised on the Lots. Animals allowed shall be limited to house pets. Such animals will only be permitted provided they are not kept, bred or maintained for commercial purposes. Pets shall be limited to three (3) and shall not be kept in a manner or to an extent so as to constitute a nuisance to neighboring Lots.

18. Resubdividing. No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot may be combined with contiguous Lots or parts thereof to form a single building site. In the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Community Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said Association shall be prorated

among such other Lots on the basis of square footage.

19. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other owners of Lots in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or questions shall be submitted to the Board of Directors of the Community Association which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question.

20. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the Lot; (b) between their respective Lot lines and the waters of any adjacent lakes, banks of any adjacent canals or drainage ditches. All Lot owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

21. Maintenance of Improvements. Lot owners shall maintain their residence and all other improvements, including without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

22. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

23. Annual Mowing Fee. In order to insure that unimproved Lots do not become overgrown with weeds and other vegetation, the Community Association shall provide for the periodic mowing of all such Lots. To compensate the Community Association for this service, each owner of an unimproved Lot shall pay to the Community Association in advance on or before January 1st of each year an annual mowing fee. As to each unimproved Lot whose owner acquired title from Developer subsequent to January 1st of any year, the annual mowing fee attributable to such Lot for such year shall be prorated as of the date of such conveyance of title, and such prorated amount shall be payable to the Community Association within thirty (30) days after such date; provided, however, that no annual mowing fee or portion thereof shall be payable by any such owner who acquires title to his Lot prior to December 31, 199__, and commences bona fide construction of dwelling house on the Lot within thirty (30) days thereafter. Any annual mowing fee which is not paid when due shall be subject to a late charge of ten percent

(10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. As used herein, "unimproved lot" means a Lot owned by a person or entity other than Developer on which, as of January 1st of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed. In lieu of paying an annual mowing fee, Developer shall be responsible for, and shall pay for, the periodic mowing of all Lots owned by it.

24. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situate on said Lot in full compliance with the provisions of this Declaration, the Community Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by said Association shall be chargeable to and paid by said owner to said Association within thirty (30) days after submission of a bill therefor. If any such bill is not paid when due, a late charge of ten percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.

25. Regulations During Construction. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris contained in a dumpster. Construction upon the Lot shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition. Each Lot owner agrees to indemnify Developer and the Community Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Lot owner or to put the Lot in a clean and orderly condition.

ARTICLE IV

ARCHITECTURAL CONTROL AND VARIANCES

1. Architectural Control. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof or thereto be made, nor shall any excavation be commenced, unless and until the plans, specifications and location

of the same shall have been submitted to and approved in writing by Developer. In keeping with Developer's intent to assure to each owner in FOREST OAKS SUBDIVISION a community of quality homes and buildings of tasteful design, Developer will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. Developer may, in Developer's sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist an owner in the development of acceptable plans and specifications, Developer shall state with reasonable particularity Developer's grounds for such disapproval. It is not Developer's intent to impose a uniform appearance in FOREST OAKS SUBDIVISION but rather to promote and assure architectural and aesthetic quality for the benefit of all owners in the Subdivision. Two (2) complete sets of all plans and specifications for any such improvement or structure proposed for any Lot or parcel shall be submitted to and approved by Developer prior to the commencement of construction or placement of such improvement. Developer may require submission of plans for the grading of any Lot and plans specifying the proposed elevation of the floor slab of any structure to be built on such Lot. Any increase in the elevation of the existing grade of a Lot shall be accomplished by the owner so as to not increase the surface water runoff from such Lot onto neighboring properties. Whenever required by Developer, the owner shall also furnish a drainage plan for his Lot. Developer may also require submission of samples of building materials proposed for use and such additional information as may be reasonably necessary for Developer to completely evaluate the proposed structure or improvement. If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the owner of the portion or items thereof which were found to be objectionable. In the event the owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Developer. Should Developer fail to either approve or disapprove an owner's plans and specifications within thirty (30) days after the owner submits the plans and specifications and pays all applicable approval fees, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other improvement shall be erected or be allowed to remain on any Lot which violates the building and use restrictions contained in this Declaration, unless approved in writing by Developer.

2. Variances. Developer reserves the absolute right to

enter into agreements with the owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air-conditioner compressors and without, in any manner, limiting the foregoing any restriction or limitation regarding construction set forth in Article III above, and any such variance shall be evidenced by an agreement in writing. 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. Developer reserves the right to impose additional restrictions in the conveyance of title to any Lot or Lots in the Subdivision.

ARTICLE V

COMMON AREAS

1. Common Areas. Certain areas within the Subdivision may be set aside by Developer as "Common Areas" for the common use and enjoyment of owners of property within the Subdivision. These Common Areas may include (by way of illustration only) private roads, lakes, ponds, bicycle and other paths, walkways, open areas, and easements for such uses. Title to any such areas shall remain in Developer until such time as Developer conveys such areas to the Community Association which conveyance may be subject to such easements, reservations, and limitations upon usage as Developer deems appropriate. Developer may at its option create easements which shall constitute "Common Areas". The Community Association shall be obligated to accept title as conveyed and easements as granted and created by Developer and thereafter to properly maintain the Common Areas and pay all taxes assessed thereon. Developer shall have the right in its sole discretion, to alter the boundaries or appearance of the Common Areas and construct, develop, enlarge or modify the Common Areas and any improvements, easements and use rights thereon or pertinent thereto in a manner determined appropriate by Developer, without the joinder or consent of any owner or the Community Association, so long as Developer shall own any Lot in the Subdivision.

2. Maintenance and Usage of Common Areas. All Tracts conveyed to or for which easements are granted the Community Association shall be maintained by said Association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of such Tracts shall be subject to such restrictions, rules, and

regulations as may be adopted by Developer or the Community Association. The Community Association shall not, however, adopt any restrictions, rules, or regulations that conflict with those previously adopted by Developer without Developer's written consent or that conflict with or impair any rights granted unto the Community Association.

ARTICLE VI

ASSESSMENT BY FOREST OAKS SUBDIVISION COMMUNITY ASSOCIATION, INC.

1. Annual Assessments. The Community Association shall have the right to levy an annual assessment against all Lots in the Subdivision in such amounts as may be deemed appropriate by said Association's Board of Directors for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and Bylaws.
2. Special Assessments. Said Association shall also have the right to levy special assessments from time to time against all Lots in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.
3. Assessments Levied Pro Rata. All assessments levied by said Association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Community Association.
4. Assessments Against New Lots. In the event any Lot becomes subject to the terms of this Declaration subsequent to January 1st of any year, the first annual assessment shall be the next succeeding year. With respect to any special assessments, only those Lots that are subject to the terms of this Declaration as of the date on which the Board of Directors of said Association levies the special assessment shall be liable for such special assessments, and such special assessment shall not be charged to or be a lien against any Lot made subject to this Declaration thereafter.
5. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said Association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the Association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special,

which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

6. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the Lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Community Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by said Association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

7. Lien Rights of the Community Association. In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any Lot or any annual or special assessment, the Community Association shall have a lien against each Lot in the Subdivision together with all improvements thereon, as follows:

a. 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.

b. In the event any such fee, expense or assessment is not paid with thirty (30) days after the same is due, the Community Association shall have the right to file a claim of lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by said Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event said Association files a Claim of Lien against any Lot, it shall be entitled to recover from the owner of such Lot the aforesaid interest, and late charge and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

c. It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such Lot); provided, however, that such

subordination shall not apply to any fee, expense, or assessment which becomes due and payable after a sale or transfer of the Lot pursuant to a decree of foreclosure of such mortgage or any other proceeding or transfer in lieu of foreclosure of such mortgage.

8. Assessment Guarantee. Notwithstanding the foregoing, Developer will guarantee that the maximum annual assessment will not exceed \$228.00 per year until December 31, 1995. Lots in the Subdivision owned by Developer will be exempt from any assessment until December 31, 1995.

ARTICLE VII

EASEMENTS AND ENVIRONMENTAL PROVISIONS

1. Utilities and Drainage. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Developer over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto Developer along such portion of each Lot line as abuts any street. Developer reserves the right to grant to any private or public utility, an easement to erect and lay, or cause to be erected, layed, maintained, removed or repaired in all private roads or Common Areas of the Subdivision, for electricity, telephone, water, gas and other utility services, catch basins, surface drains and other such customary or usable pertinencies as made 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. The easement area of each Lot and all improvements located within it shall be maintained continuously by the owner of the Lot, except for those improvements for which the Community Association, public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot owner over the easement area of his Lot may be removed by Developer or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that Developer or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

2. Drainage Areas. For the purposes of this Declaration, "Drainage Areas" mean those portions of the Areas designated as

surface water management areas, drainage areas, basins, drainage easements, water management tracks, ponds, canals or canal easements (collectively "Drainage Areas") which are reflected on the development plan filed with Sarasota County, Florida, or are reflected on the Plat, and any amendments thereto, or are described in this Declaration, or otherwise designated by Developer as "Drainage Areas," and which shall be kept and maintained by the Community Association for irrigation, drainage, storm water retention and detention or beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities. The Community Association, in accordance with its respective responsibilities, shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities.

3. Preservation Area. A portion of the Subdivision property has been designated as open space preservation area. Community Association shall manage the open space preservation area in accordance with the requirements of Sarasota County, Florida.

Management of the proposed preservation area will entail routine removal of exotic and/or nuisance species (i.e., Schinus Terebinthifolius). It is estimated that semi-annual maintenance events (beginning six (6) months after construction plan approval) should keep the level of undesirable species at a minimum. Impacts or disturbances to desirable native understory, middlestory, and/or canopy species is not allowable under the subject maintenance plan of Sarasota County, Florida.

Community Association will be responsible for maintenance either directly or by-way-of a qualified company and/or individual.

4. Littoral Zones.

a. Maintenance The littoral zones shall be maintained in perpetuity by Community Association. The Community Association will be responsible for either maintaining the lakes directly or by-way-of contracted labor. Exotic and/or nuisance species (i.e. Typha) shall be routinely removed if they constitute more than 15 percent of the vegetation within the littoral zone. Supplemental planting will occur at the end of each year following initial planting if survival of planted species falls below 85 percent.

b. Monitoring. Monitoring events shall occur semi-annually for two (2) years. Developer or Community Association will be responsible for monitoring the lakes either directly or by-way-of a contracted environmental professional. Monitoring reports shall be submitted to the

Sarasota County Natural Sciences Division at the end of each monitoring event. Said reports will include estimates of percent survival and percent coverage of each planted species, the percent coverage of naturally recruited desirable vegetation, the percent coverage of naturally recruited undesirable vegetation, and water levels. Photographic documentation from fixed stations will be submitted with each monitoring report.

ARTICLE VIII

RIGHT OF SARASOTA COUNTY TO ENFORCE DECLARATION OF COVENANTS AND RESTRICTIONS

Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, 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 to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the subdivision.

ARTICLE IX

GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Developer, the Community Association or the owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of Fifty (50) years from the date hereof, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period; (1) members of the Community Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (b) a written instrument certifying that such approval has been obtained, is signed by the President and Secretary of said Association and recorded in the Public Records of Sarasota County, Florida. No such termination of this Declaration shall be effective unless the Community Association has made provision for the continued maintenance of the system of lakes and drainage structures and Subdivision road as required at that time by Sarasota County and any other applicable governmental regulations.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Developer, the Community Association or any Lot owner, in addition

to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs, shall include reasonable attorney's fees, (including attorney's fees for appellate proceedings), incurred by Developer or the Community Association but not attorney's fees incurred by any Lot owner in bringing an action against another Lot owner. Failure by Developer, said Association, or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto. Developer shall not in any way be held liable or held responsible for any violation of this Declaration by any persons or party and Developer shall not in any way be held liable or responsible for the enforcement of the covenants and restrictions contained herein. None of the foregoing restrictions and covenants set forth in Article III shall apply to the Developer during the period of construction of the improvements on the Lots.

3. Assignment by Developer. Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Community Association, or to any other corporation, association or person.

4. Sales Activities. Notwithstanding any provision hereinabove to the contrary, until Developer has completed, sold and conveyed all of the Lots within the Subdivision, neither the owners, nor the Community Association, nor their use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots and other sale activity of Developer or Developer's agents or assigns, including those builders who are participants in Developer's Qualified Builder's Program.

5. Severability. Invalidity of any of the covenants and restrictions therein 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.

6. Amendments. This Declaration may be amended at any time and from time to time upon the approval of members of the Community Association holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Sarasota County, Florida, of an amendatory instrument certifying that such approval has been obtained, executed by the President and Secretary of said Association; provided, however, that until Developer sells 90% of

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the Lots in the Subdivision, no amendment shall be effective without Developer's express written joinder and consent. This Declaration may also be amended at any time or times prior to that time by Developer upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein. No amendment of this Declaration shall affect the storm water management system or the Subdivision roads or the Association's obligations to maintain same without the written consent of Sarasota County.

7. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its undersigned duly authorized officers, this ___ day of October, 1994.

Signed, sealed and delivered
in the presence of:

FOREST OAKS DEVELOPMENT
CORPORATION, a Florida
corporation

By: Douglas Kanter
DOUGLAS KANTER
Its: Vice President

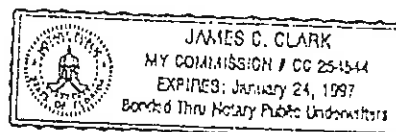
James C. Clark
James C. Clark
Kathryn H. Wood
Kathryn H. Wood
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOUGLAS KANTER to me known to be the person described as Vice President of FOREST OAKS DEVELOPMENT CORPORATION, INC., a Florida corporation, and he acknowledged before me that he executed said instrument in the name of and for that corporation, affixing its corporate seal, and that he was duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 6th day of October, 1994.

James C. Clark
Notary Public
Print Name: James C. Clark
My Commission Expires:

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**Amendment to declaration of Covenants and Restrictions for
Forest Oaks Subdivision Association Inc. addition of Article III
Section 26 and Section 27 and addition to Article 1 Section 22.**

WHEREAS Forest Oaks Subdivision Association Inc., a Florida Corporation hereafter referred to as "declarant" in the Declaration of Covenants and Restrictions for Forest Oaks Subdivision as recorded in the Public Records of Sarasota County, Florida, and,

WHEREAS pursuant to the Declaration of Covenants and Restrictions for Forest Oaks Subdivision Association, the declarant has the right to amend said Declaration contingent upon the approval of at least two thirds (2/3) of the members of the Association and,

WHEREAS the Association has voted at the Annual Meeting dated 2/21/2006 to amend by and through the declarant the Covenants and Restrictions for Forest Oaks Subdivision Homeowners Association Inc.

NOW THEREFORE Forest Oaks Subdivision Association Inc. hereby amends and expands said declaration as follows: -

26. Property rental. In the event of a property being rented, the owner and or their agent, must inform the Board in writing to the published mailing address of their intentions, before any rental agreement is agreed and signed. At the discretion of the Board, renters will be interviewed and approved by a Member of the Board of Directors of the Association. They will be required to sign a copy of the Covenants and Restrictions, thereby acknowledging their acceptance of, and agreement to comply with the requirements of the said Covenants and Restrictions. Rentals must be for at least one month in length and the rental agreement must include a statement requiring the renter to abide by all the Covenants and Restrictions of the Association. No rental agreement can be signed without the approval of the Board. The maximum number of occupants in a property is restricted to two per bedroom. The rental agreement must be non-assignable and prohibit subletting. The property owner must evict renters if so directed by the Board of Directors of the Association. Whether the property is rented or empty, the OWNER has the responsibility to ensure that the property and landscaping is maintained as mandated in the Declaration of Covenants and Restrictions. This responsibility is NOT transferable to the renters.

27. Developer references. All references to the developer in the Declaration of Covenants and Restrictions of Forest Oaks Subdivision Homeowners Association Inc. shall henceforth pertain to the Board of Directors of Forest Oaks Subdivision Association Inc.

22. Boarding up of residences. With the approval of the Board, dwellings may be protected with hurricane protection measures from April through October, provided they are professionally manufactured and installed, and conform to the relevant codes. Plywood may not be used in areas visible from the road.

IN WITNESS THEREOF, the said Declarant has signed and sealed these documents the day and year below written

Signed, sealed and delivered
In the presence of

Debra Moore

Debra Moore

Print witness name

Forest Oaks Subdivision Association Inc.

By [Signature]

as President

Print Name Paul Hathaway

AND

Indie Alster

Indie Alster

Print witness name

By [Signature]

as Secretary

Print name Brian Sweeney

The foregoing instrument was acknowledged before me this 5 day of March, 2006 by Paul Hathaway as President and Brian Sweeney as Secretary of Forest Oaks Subdivision Association Inc. who produced FI D-1 as identification

Seal

[Signature]

Notary Signature