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KAREN E. RUSHING

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SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2334842

Prepared and Return to:  
Law Office of Andrew W. Rosin, P.A.  
1966 Hillview St.  
Sarasota, FL 34239

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

### CERTIFICATE OF AMENDMENT

The undersigned, being the duly authorized and acting President of Nottingham Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby certifies that at a meeting of the Members of the Association, held on the 29 day of January, 2019, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the votes indicated, for the purposes of amending and restating the Covenants and Restrictions for Nottingham Subdivision:

1. The following resolution was approved by at least a majority of the Owners of Lots within the Nottingham Subdivision, present in person or by proxy:

**RESOLVED**, that the Covenants and Restrictions for Nottingham Subdivision originally recorded in Book 1366, page 0097 of the Official Public Records of Sarasota County, Florida is hereby amended and restated in their entirety and such amendment and restatement is adopted in the form attached hereto and made a part hereof.

Witnesses:

**NOTTINGHAM HOMEOWNERS  
ASSOCIATION, INC.**

A Florida not-for-profit corporation

Name: Andrew W. Rosin

Name: Jerry H. Kuahn  
Secretary

By: Donald Delapenha

Name: Donald Delapenha

President

Address: 4223 Arrow Drwc  
Sarasota FL 34232

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was executed and acknowledged before me this 6 day of February, 2019, by Donald Delapenha, the President of Nottingham Homeowners Association, Inc., on behalf of said corporation, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

ANDREW W. ROSIN  
MY COMMISSION # GG 015673  
EXPIRES: October 13, 2020  
Bonded Thru Budget Notary Services

Notary Public

AMENDED AND RESTATED COVENANTS AND RESTRICTIONS OF NOTTINGHAM SUBDIVISION

THIS INSTRUMENT REPRESENTS A SUBSTANTIAL AMENDMENT TO THE PRIOR COVENANTS AND RESTRICTIONS FOR NOTTINGHAM SUBDIVISION. FOR THE PRIOR TEXT PLEASE REFER TO THE ORIGINAL INSTRUMENT RECORDED IN BOOK 1366, PAGE 0097 OF THE OFFICIAL PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
OF NOTTINGHAM SUBDIVISION**

These Amended and Restated Declaration of Covenants and Restrictions of Nottingham Subdivision (the "Declaration") is made and declared to be effective as of this 6 day of February, 2019, by NOTTINGHAM HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

**W I T N E S S E T H:**

**WHEREAS**, Durstin Anderson, Inc., a Florida corporation and Durstin-Sarasota Corp., a Florida corporation, previously recorded a certain Covenants and Restrictions for Nottingham Subdivision in Book 1366, page 0097 of the Official Public Records of Sarasota County, Florida (the "Original Covenants and Restrictions"); and

**WHEREAS**, the Original Covenants and Restrictions are binding upon and run with certain lands (the "Subdivision") set forth, dedicated and described in the Plat of Nottingham, recorded in Plat Book 27, page 9, Sarasota County Florida (the "Plat")

**WHEREAS**, Section 22 of the Original Covenants and Restrictions provide that the same may be amended by the owners of a majority of lots in the Subdivision; and

**WHEREAS**, a majority of the owners of lots within the Subdivision have approved this Amended and Restated Declaration of Covenants and Restrictions of Nottingham Subdivision.

**NOW THEREFORE**, the Original Covenants and Restrictions are hereby stricken in their entirety and the following is simultaneously substituted in place thereof, and shall represent covenants, conditions, restrictions, and easement encumbrances imposed upon, appurtenant to and running with the lands comprising the Subdivision, and shall be binding upon and inure to the benefit of any and all parties having any right, title or interest in and to any real property that is a part of the Subdivision, together with their respective heirs, successors and assigns, as their such interests may appear.

**ARTICLE 1  
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used herein:

1.1 "Association" shall mean and refer to Nottingham Homeowners Association, Inc., a not-for-profit corporation organized on March 27, 1980.

1.2 "Association Documents" shall mean the Articles of Incorporation, By-Laws and any Rules and Regulations of the Association, as the same may, from time to time, be amended and exist.

1.3 “Board” shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

1.4 “Common Areas” shall mean all platted streets, privacy walls and plantings serving and benefitting the Subdivision as a whole, stormwater drainage facilities and other improvements serving and benefitting the Subdivision, together with any and all other real property (including any improvements thereon), which may, from time to time, be declared or designated by Association for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenances, improvements and hereditaments described herein, all of which shall be and are covenants running with the land at law.

1.5 “Common Expenses” mean all expenses of any kind or nature whatsoever properly incurred by the Association, including, but not limited to, the following:

(a) Expenses incurred in connection with any Common Areas, including, but not limited to, utilities, taxes, governmental or regulatory agency assessments, insurance, operation, maintenance, repairs, improvements and alterations.

(b) Expenses of obtaining, operating, insuring, repairing, maintaining, altering or replacing personal property in connection with any Common Areas and/or in connection with the performance of the Association’s duties.

(c) Expenses incurred in connection with operating, maintaining, repairing and improving the Stormwater Management Facilities, littoral zone systems, structures and other improvements in, under or upon any Common Areas, for which the obligation to maintain, repair and improve the same has been designated to and accepted by the Board.

(d) Expenses incurred in connection with the administration, operation and management of the Association.

(e) Expenses declared to be Common Expenses by the provisions of this Declaration and/or the Association Documents.

(f) Any expense of prosecuting or defending any action for or against the Association, including reasonable attorney’s fees and court costs.

1.6 “Dwelling” shall mean any permanent structure lawfully constructed upon a Lot for the purpose of allowing natural persons to reside therein.

1.7 “Laws” shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

1.8 “Lot” shall mean and refer to a plot of land shown and identified upon the Plat which is intended for use as a single family residential Dwelling.

1.9 “Member” shall mean a member of the Association as set forth herein.



1.10 "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Subdivision, so that for purposes hereof and the Association Documents, each Lot shall be deemed to have one Owner.

1.11 "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

1.12 "Quorum" shall mean a majority of eligible votes plus one.

1.13 "Resident" shall mean any natural person, including an Owner or a lessee/tenant of an Owner, who resides in a Dwelling constructed upon any Lot subject to the terms and conditions of this Declaration.

1.14 "Rules and Regulations" shall mean those additional conditions, restrictions, rules and regulations as may be established and promulgated by the Association, from time to time, hereunder.

1.15 "Stormwater Management Facilities" shall mean any facilities including, but not limited to, inlets, grates, culverts, water control structures, retention and detention ponds, or other thing or device which is intended to accommodate, collect, attenuate, pre-treat, divert, channel, affect or alter the flow of stormwater runoff from, upon or across the Subdivision and/or any Lot.

## **ARTICLE II**

### **THE ASSOCIATION**

2.1. Membership. Each Owner of a Lot within the Subdivision, by virtue of being an Owner and for so long as he or she is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot, may not be separated from ownership of any Lot and shall be transferable only as part of the fee simple title to each Lot. The rights, duties, privileges, and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents provided, that, if a conflict arises between the provisions of this Declaration and the Association Documents, this Declaration shall take priority and prevail.

2.2. Voting. Each Owner shall be entitled to one (1) vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be deemed Members; however, there may only be one (1) vote cast with respect to such Lot. The voting rights and privileges of any Owner who is more than ninety (90) days delinquent in the payment of their Annual Assessment obligations hereunder shall not be considered as eligible for establishment of a quorum unless a vote is cast.

2.3. General Powers and Authority of the Association. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done hereunder and by virtue of the Association Documents, and to do and perform any and all acts which may be necessary, proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners, including, without limitation:

(a) Controlling, managing, operating, maintaining and, in the Board's discretion, replacing, altering or improving the Common Areas within the approved budget; and

(b) Commencing and maintaining, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, actions and/or suits to restrain and enjoin any breach or

threatened breach of this Declaration and/or the Association Documents and to enforce, by injunction or otherwise, the provisions thereof; and

(c) Granting and/or accepting permits, licenses, utility easements, and other easements, permits, or licenses under, through, over or across the Common Areas, as may be reasonably necessary and/or desirable; and

(d) Representing the Owners in dealing with governmental entities on matters related to the Common Areas; and

(e) Acquiring, leasing, holding and disposing of tangible and intangible personal property and real property.

2.4. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as hire and retain such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Areas and/or the enforcement of this Declaration and/or the Association Documents.

2.5. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall indemnify each officer, director, from any and all expenses, including legal expenses, incurred or arising out of such Person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to such Person. This provision is self-executing, however, the Association may take such further action as may be necessary or desirable to carry out the aforesaid purpose.

### **ARTICLE III** **ASSESSMENTS**

3.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay and shall be responsible for paying to the Association, all charges and assessments (collectively, the "Assessments") created and/or established pursuant to this Declaration for the payment of Common Expenses or as otherwise set forth hereinbelow.

Assessments, together with interest, late fees, collection costs, and reasonable attorney's fees, shall be a charge and a continuing lien upon each Lot in the Subdivision, and such lien is effective from and shall relate back to the date on which the Original Covenants and Restrictions was recorded. Assessments, together with interest, late fees, collection costs, and reasonable attorney's fees shall also be the personal obligation of each Owner of a Lot, as more particularly set forth hereinbelow.

Each Owner, regardless of how his or her title to a Lot 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 Owner of such Lot, and such Owner's liability therefor may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the assessments are made. In addition, each Owner is jointly and severally liable with the previous Owner of their Lot for all unpaid assessments that came due up to the time of transfer of title of such Lot. The foregoing liability is without prejudice to any right a present Owner may have to recover, from the previous Owner, any amounts paid by the present Owner on such previous Owner's behalf.



3.2 General Purpose of Assessments. Assessments, whether Annual Assessments or Special Assessments, as provided for herein, shall be used for the general purpose of promoting the recreation, health, safety, welfare and common benefit and enjoyment of the Owners and Residents.

3.3 Annual Assessments. Annual Assessments shall be due in annual installments, payable on the first day of February, for each successive calendar year. Annual Assessments shall be collected to offset the Common Expenses of the Association, as more particularly set forth herein.

3.4 Budget; Increases in Annual Assessments. At least thirty (30) days prior to the expiration of each calendar year, the Board will prepare and distribute to each Owner a Proposed budget for the Association's operations and Common Expenses during the next ensuing calendar year (the "Budget"). If the Budget requires an Annual Assessment increase that is more than CPI or that which is allowed by law of the Annual Assessment then in effect, the Budget must be approved by the affirmative vote of a majority of the Quorum. In the absence of any valid action by the Board or the Members to the contrary prior to the commencement of any calendar year, the Annual Assessment then in effect will automatically continue for the ensuing calendar year.

3.5 Special Assessments. In addition to Annual Assessments, the Association may, at any time, levy a Special Assessment against all Owners to defray non-recurring extraordinary expenses of the Association or Common Expenses in excess of those originally anticipated by the Budget. Special Assessments must be approved by a majority of the Quorum present and voting (in person or by proxy) at the annual meeting or a special meeting of the membership duly convened for such purpose. Special Assessments shall be due and payable, as determined by the Association, and the Board may permit Special Assessments to be paid in installments extending beyond the calendar year in which the Special Assessment is imposed. The Association shall separately account for the proceeds of Special Assessments and such proceeds shall be used solely to defray the costs and expense for which they were approved with any unused proceeds added to the Road Reserve.

3.6 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments shall be fixed at a uniform rate for all Lots. The share of each Lot in payment of such Assessments shall be a fraction the numerator of which is one (1) and the denominator is the total number of Lots in the Subdivision.

3.7 Accumulation of Funds Permitted. The Association shall not be obligated to spend, in any calendar year, all sums collected by way of Annual Assessments, and the Association may, upon direction of the Board, carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any surplus to the reduction of future Annual Assessment obligations nor shall any Member have a right or claim to a refund or credit of a prorata share thereof.

3.8 Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to the Owner giving the status of all Assessments, including interest, late fees, collection costs and attorney's fees, if any, that have accrued with respect to said Owner's Lot, as of the date of the certificate. The Association may charge a reasonable administrative or preparation fee for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated.

3.9 Late Fees and Interest. Any Assessment that is not paid within Thirty (30) days after the date on which it is due shall be charged a late payment fee equal to the greater of Twenty-five and 00/100 Dollars (\$25.00) or the maximum amount permitted by applicable Law. All unpaid balances shall accrue interest from the date on which the Assessment was due, at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of applicable Laws. Any payment

received by the Association and accepted shall be applied first to any interest accrued, then to any late payment fees, then to any costs and attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing order of application shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

3.10 Remedies of the Association. In addition to any other rights or remedies available at law and/or in equity, an Association may bring suit to recover a money judgment for unpaid Assessments without foreclosing, waiving, or otherwise impairing the Association's lien or its priority.

3.11 Priority of the Association's Lien. The Association's lien for Assessments provided for herein shall be superior to all other liens and encumbrances on a Lot except for: (a) liens for ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage duly recorded in the Official Public Records of Sarasota County, Florida and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

#### **ARTICLE IV** **GENERAL USE RESTRICTIONS**

4.1 Single Family Residential Use Only. No Lot within the Subdivision shall be used for any purpose other than a single family residence and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Resident may conduct such ancillary business activities within the Dwelling for so long as:

(a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the residence; and

(b) The business activity does not involve visitation of the Dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential residence without business activity; and

(c) The business activity conforms with all applicable Laws and zoning requirements; and

(d) The business activity does not increase traffic in the Subdivision in excess of what would normally be expected for Dwellings in the Subdivision without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); and

(e) The business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Residents of the Subdivision; and

(f) The business activity does not otherwise violate any other provision hereof.

The terms "business" and "trade," as used in this Section 4.1 shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of



consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

4.2 Number of Occupants. The maximum number of occupants in a Dwelling shall not be greater than is allowed by applicable law for a single-family. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Dwelling for a period of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board may grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto. Notwithstanding, there shall be no Airbnb rentals or the like permitted at any time for any duration and the Association shall have a right to bring an eviction action.

4.3 Subdividing Lots. No Lot shall be subdivided and/or partitioned so as to create a parcel that is smaller than the original Lot created by the Plat.

4.4 Combining Lots. No two (2) or more Lots may be combined together to serve as one (1) building Lot, unless otherwise approved, in writing, by the Board.

4.5 Setback Requirements; Orientation of Dwelling. No part of any Dwelling shall be located closer than twenty (20) feet to any point along the front boundary line of a Lot, or closer than ten (10) feet to any point along the rear boundary line of a Lot. For single story Dwellings, no part thereof shall be located closer than six (6) feet to any point along the side boundary lines of a Lot and for two (2) story Dwellings, no part thereof shall be located closer than ten (10) feet to any point along the side boundary lines of a Lot. The front boundary line of a Lot shall be defined as that portion of a Lot that fronts or borders the platted street upon which such Lot is located. All Dwellings shall face and be oriented towards the front boundary line except that Dwellings located on a Corner Lot (i.e. a Lot located at the intersection of two or more platted streets) may be oriented towards either platted street or angled towards the intersection of such platted streets. With respect to Corner Lots, the boundary lines bordering the platted streets shall be deemed the front boundary lines, with all remaining boundary lines being deemed rear boundary lines. With respect to non-Corner Lots, the rear boundary line shall be defined as that boundary line that is opposite the front boundary line and the side boundary lines shall be defined as those boundary lines that intersect and meet the front boundary line and rear boundary line, forming the perimeter of the Lot. Notwithstanding the foregoing nothing contained herein shall be deemed or construed to require all Dwellings to be exactly parallel to the setback lines defined herein.

In the event that the rear boundary line of a Lot borders on a canal, lake, pond, waterway, basin or drainage swale or stormwater conveyance ditch, no part of the Dwelling shall be located closer than twenty (20) feet to any point along said rear boundary line or any point on said body of water, whichever is nearer in proximity.

For purposes of this Declaration, any and all structures attached to, appurtenant or forming a part of the Dwelling shall be deemed and considered part of the Dwelling and all measurements shall be to the nearest part of a vertical plane contiguous with the most exterior projection of the Dwelling, including, but not limited to, roof eaves and other projections.

In the event of a conflict between this Section 4.5 and the Sarasota County Land Development Code requirements, the more restrictive provisions shall prevail.

4.6 Types of Dwellings. Only single family Dwellings shall be permitted upon any Lot. Any structures that are an accessory to the Dwelling, such as garages, porches, service or utility rooms, guest quarters and the like, shall be attached to and an integral part of the Dwelling structure and shall conform with the requirements hereof. No Dwelling shall exceed two (2) stories in height. All single story Dwellings



shall have not less than one thousand four hundred fifty (1,450) square feet of gross living area and all two story Dwellings shall have not less than one thousand (1,000) square feet of gross living area on the ground floor. For purposes of this Declaration, the gross living area shall be exclusive of any garage, porches, storage areas, lanais, patios and the like, regardless of whether the same are under roof and/or enclosed. In no event may a house or Dwelling be moved onto a Lot or otherwise constructed off-site with only the final assembly occurring on the Lot. Each Dwelling shall have an attached garage designed to accommodate not less than two (2) vehicles, and all garages shall have an operative electric garage door opener.

4.7 Accessory Structures. No separate or detached structures of any type, including, without limitation, barns, storage sheds, tool sheds, pool houses, guest houses, trailers, outbuildings, car ports, and the like (whether temporary or permanent) shall be permitted upon any Lot; provided however, a hot tub and/or a decorative structure such as a pergola, gazebo and/or arbor and/or playhouse may be placed behind a Dwelling, upon the prior written approval of the Board if the same is not closer to the adjacent platted streets than any portion of the Dwelling.

4.8 Roofing Materials. All roofs shall have either cedar shake shingles, glazed tiles, cement tiles, dimensional asphalt shingles or such other alternative roofing materials of similar quality and appearance as may be approved, in writing, by the Board.

4.9 Construction Materials. All Dwellings shall be constructed of new and durable materials, provided, however, renewable or recycled materials that are manufactured and intended for the purpose and use proposed may be employed, subject to the prior written approval of the Board.

4.10 Design Criteria. All Dwellings shall have an exterior design that is consistent with the architectural vocabulary of any adjacent and existing Dwellings. All external walls shall be cement block with a stucco finish or wood, brick or stone, unless otherwise approved, in writing, by the Board. No vinyl, asphaltic, metal or similar siding or covering shall be used on exterior walls.

4.11 Driveways. All driveways and parking areas located upon a Lot shall be constructed of reinforced concrete with a minimum thickness of four (4) inches, or pavers (brick or concrete). Driveways may not be painted or stained without first obtaining the prior written approval of the Board for the color proposed, and, in any event, the color of any painted or stained driveway must be complimentary to the color of the associated Dwelling and the same must not detract from the general appearance of the Subdivision. All driveways shall be paved at or above swale elevations. A concrete culvert of appropriate size shall be installed under those driveways paved above the swale elevation to allow the conveyance of storm water. No alleyways or other internal accesses shall be created between any Lots.

4.12 Landscaping. All unimproved portions of a Lot shall be grassed and/or landscaped. "Florida Friendly Landscapes" that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant are approved and encouraged. Hedges, trees and shrub plantings shall be maintained in such a manner so as to preserve safe sight lines across the corners and intersections of platted streets and driveways. Lawns shall be regularly mowed and maintained and no unsightly weeds, underbrush or excessive vegetative growth shall be permitted on any Lot.

4.13 Construction, Alteration or Modification of a Dwelling. No permanent or semi-permanent improvements may be constructed upon any Lot nor shall an Owner or Resident make any material exterior changes, alterations and/or modifications to an existing Dwelling (including, without limitation, the installation or modification of screened lanais or other patio enclosures, the installation or construction of a pool or spa, the installation or construction of fencing or perimeter walls, any change in the main or accent exterior color of a Dwelling and/or the painting or staining of a driveway, walkway or sidewalk) without first obtaining the prior written approval of the Board. Applications for approval of any such improvements (an

"Alteration Request") shall be made, in writing, and shall provide such information as the Board may reasonably require, including, without limitation:

- (a) Signed and sealed professionally prepared plans, drawings and elevations accurately depicting the proposed improvements, modifications and/or alterations; and
- (b) An accurate survey showing the proposed location of any new or additional improvements in relation to the Lot boundary lines and setbacks established herein; and
- (c) A proposed materials list along with colors and/or samples of the materials proposed to be used; and
- (d) The name, address, telephone number and license information concerning the proposed General Contractor; and
- (e) The proposed schedule for commencing and completing any such construction.

An application fee of Twenty-Five and no/100 (\$25.00), or such other reasonable amount as the Association may, from time to time, prescribe, shall be paid by the applicant Owner/Resident at the time of submission of the Alteration Request, for any construction, alteration, or modification which requires, by Law, a State or Local permit.

The Board, or its designee, shall be responsible for reviewing each Alteration Request and for determining whether the same is consistent with the terms and conditions of this Declaration and any additional written standards for exterior alterations or additions as may be published and promulgated, from time to time, by the Association. Any Alteration Request that is in substantial compliance with the foregoing shall be deemed approvable provided that the same are consistent and harmonious with the exterior design and appearance of other similar Dwellings and Lots within the Subdivision and do not create any adverse or undesirable conditions for neighboring or adjacent Lots or Dwellings.

The Board or its designee shall have thirty (30) days after receipt of a complete and properly submitted Alteration Request to either approve or reject the same, in writing. If the Board or its designee does not approve an Alteration Request, they shall, to the extent reasonably possible, provide the applicant with written suggested corrective measures that, if incorporated into the proposed plans and/or specifications, would render the subject request approvable. Should the applicant thereafter incorporate such suggestions (or such other alternative corrective measures as the applicant may deem appropriate) and resubmit its Alteration Request, the Board or its designee shall have ten (10) days after receipt thereof to either approve or reject the same. Should the applicant fail to incorporate the suggested corrective measures in its re-submittal, and the re-submitted Alteration Request be rejected by the Board or its designee as a result thereof, such rejection shall be deemed final and no further re-submittals shall be accepted. Should the applicant thereafter desire to submit a new Alteration Request, they may do so no sooner than one (1) month after the date of final rejection, provided that the application fee and all required materials are included therewith.

If the Board or its designee fails to approve or reject an Alteration Request or a re-submitted Alteration Request within the times periods set forth above, the Board or its designee shall be deemed to have approved the same; provided however, that nothing contained herein shall be deemed to authorize any Owner or Resident to make improvements to any Lot or material exterior changes, alterations and/or modifications to an existing Dwelling that violate or contravene the terms and conditions of this Declaration, and/or applicable Laws.



Any and all construction work performed upon any Lot or Dwelling must strictly conform with the terms, conditions, plans and specifications of an approved Alteration Request and such work must be completed within one (1) year after the date on which the Board or its designee approves the same.

Neither the Association, the Board, nor its designee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, nor its designee shall be held liable for any injury, damages or loss arising out of the manner, design or quality of approved construction or modifications to any Lot or Dwelling.

Each Owner acknowledges that the members of the Board and/or its designee can and will change from time to time and that the interpretation, application and enforcement of the architectural standards may vary accordingly. The approval of either the Board or its designee of any Alteration Request shall not constitute a waiver of any right to withhold approval or consent as to any similar Alteration Requests subsequently or additionally submitted for approval or consent.

Any construction, alteration, or other work done in violation of hereof shall be deemed to be nonconforming and, upon written demand from the Board, the violating Owner shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the Lot or Dwelling to substantially the same condition as existed prior to the non-conforming construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board may impose reasonable fines as defined in Section 11.2.

4.14 Variances. Notwithstanding anything to the contrary contained in this Declaration, the Board or its designee shall be authorized to grant, in writing, individual variances from any of the provisions of this Declaration and any rule, regulation or use restriction promulgated pursuant hereto if it determines, in its sole and absolute discretion, that waiver of application or enforcement of the provision in a particular case would not create any adverse or undesirable conditions for neighboring or adjacent Lots or Dwellings. Any such variance, if granted, shall be considered upon the written application of an Owner or Resident, setting forth, in detail, the nature of the variance desired and the reason for such variance. If granted, the scope, terms and conditions of the variance must be strictly complied with and any material departure therefrom shall be deemed to create a violation of these covenants and restrictions, whereupon the Association shall have such rights and remedies (including the right to enter upon such Lot and abate the violation) as are more particularly set forth elsewhere herein.

4.15 Use of Lakes and Ponds. Owners, Residents and their guests and invitees shall have the license and right to use the lakes and ponds abutting their respective Lots for such private and recreational purposes, provided that such use: (a) does not interfere with the functional purpose of such lake and/or pond; (b) is not prohibited by any applicable Laws; and (c) is consistent with any reasonable and uniform regulations as the Association may, from time to time, promulgate and adopt. Under no circumstances may any Owner or Resident install a pump or other siphoning device in any lake or pond for irrigation or other consumptive use purposes. No commercial use shall be made of any lakes or ponds within the Subdivision and no motorized vessels may be operated thereon. No docks, wharfs or other structures of any type that protrude into a lake or pond may be constructed, installed or maintained by any Owner or Resident without the prior written approval of the Board. The Board and/or its designee shall have the right to enter upon any Lot located adjacent to a lake or pond for purposes of gaining access to said lake or pond for maintenance, repair or improvement purposes.

4.16 Utility Lines. No transmission lines, wires, pipes or utility service of any type shall be constructed, placed or permitted to be maintained upon any Lot unless the same shall be installed in the appropriate conduit underground.

4.17 Fences. No fence, wall or other barrier of any kind (except for landscape hedges and as described in Section 4.20 below) shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board. The Association may, from time to time, issue guidelines (which shall be uniformly applied) detailing acceptable fence styles or specifications and locations; however, chain link fences, including those with vinyl or plastic inserts are strictly prohibited. No fence or wall shall extend forward of (towards the front of the Lot) beyond a point along an imaginary line parallel with the front façade of a Dwelling and all fences and walls shall be constructed and maintained in such a manner so as to preserve safe sight lines across the corners and intersections of platted streets and driveways. Non-compliant fences at the time of adoption of this Document shall be made to comply when replaced.

4.18 Rubbish, Trash and Garbage. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Each Owner and Resident shall be responsible for obtaining and providing their own garbage cans or disposal containers and all trash, garbage, debris and rubbish shall be bagged and placed in such containers for pick-up and removal as per Sarasota County Solid Waste Ordinance and thereafter stored so that the same are not visible from the street and/or adjacent Dwellings. No rubbish, trash, garbage, debris or other waste matter of any kind may be burned within the Subdivision at any time or under any circumstances.

4.19 Nuisances. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Subdivision or upon any Lot in violation of applicable Laws. No Owner or Resident shall cause or permit any unreasonable or obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any other Owner or Resident. The piling or accumulation of junk that is kept outside of the home or garage shall be removed in a timely fashion, including but not limited as noted in provision 4.18; however, after notice of violation, the Association has the right to provide fines, liens, foreclosure and all other remedies per the documents and Florida law.

4.20 Equipment Screening; Underground Tanks. All air conditioners, pool pumps, pool filtration equipment, natural gas tanks, propane tanks and/or oil tanks and similar items shall be screened from view of neighboring Lots and the adjacent platted streets by a landscaped hedge, decorative screening wall or fence that is attached to the Dwelling.

4.21 Clothes Lines. No outdoor clothes lines shall be permitted, unless the same are not visible from the adjacent platted streets and/or neighboring Lots.

4.22 Pets. No animals, livestock or poultry of any kind shall be permitted to be kept on any Lot or Dwelling except for common household pets, which shall be limited to dogs, domestic cats, birds, fish and other domesticated animals as may be, from time to time, approved by the Association. All pets shall be registered, licensed and inoculated as required by Law. No pet may be kept or maintained for commercial purposes and no pet may constitute an unreasonable nuisance or annoyance to other Owners or Residents within the Subdivision. Pets shall be permitted outside a Dwelling only if located within an enclosed area, controlled on the Lot, or on a leash under the control of the pet owner. A pet owner shall be responsible for picking up and properly disposing of any waste matter deposited by the pet upon any portion of the Common Areas or any Lot. Every pet owner shall be liable and responsible for their pet's actions and shall indemnify and hold harmless the Association, the Board, its agents, employees and Members from any liability or damages arising as a result of damage to property or injury to person caused by such pet.



4.23 Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Subdivision by an Owner or Resident. No transmission antenna, of any kind, may be erected upon any Lot without written approval of the Board and no direct broadcast satellite ("DBS") antenna or multi-channel multipoint distribution service ("MMDS") antenna larger than one (1) meter in diameter shall be placed, allowed, or maintained upon any Lot. DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time. In the event of a transfer of a Lot that includes the satellite dish or antenna, the purchaser shall assume all responsibility for the satellite dish or antenna and for complying with the terms and conditions set forth herein.

4.24 Signs. No sign, advertisement, banner, notice or other lettering, except for professionally lettered "For Sale" or "For Rent" signs may be exhibited, displayed, inscribed, painted or affixed, in, on or upon any Dwelling or Lot, without first obtaining the prior written consent and approval of the Board. Notwithstanding the foregoing, an Owner or Resident may display one (1) portable, removable United States flag in a respectful manner, consistent with Title 36 U.S.C. chapter 10.

4.25 Motor Vehicles. No motor vehicles other than Passenger Vehicles except for the purpose of making deliveries or providing repair services to an Owner or Resident. For purposes of this provision, the term "Passenger Vehicle" shall include automobiles, jeeps, sport utility vehicles, minivans, motorcycles and other light weight vans and/or vehicles that are designed primarily for passenger use and does not display any commercial lettering or logo; however, the same shall not include buses, cargo vans, campers, recreational vehicles, oversized vehicles or commercial trucks. The foregoing vehicle restrictions shall not apply to any motor vehicles required for personal use by a physically handicapped Owner or Resident.

The Board shall have the final authority in interpreting and determining, from time to time, whether a vehicle is a Passenger Vehicle, for purposes of this Declaration.

All motor vehicles must observe posted speed limits at all times. The maximum speed limit within the Subdivision is twenty (20) miles per hour, unless otherwise posted.

4.26 Parking. Motor vehicles may only be parked in a garage or on a driveway appurtenant to a Dwelling. Under no circumstances may any Owner, Resident and/or their family members, tenants, guests and invitees be permitted to park a motor vehicle upon any lawn, landscaped area, sidewalk, or other area that is not specifically designated by the Association for the parking of motor vehicles. Vehicles belonging to Owners or Residents may park on platted streets when the driveway is full.

Disabled and stored vehicles are prohibited from being kept or parked on any lot within the Subdivision which is exposed to the view of adjoining properties. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it is parked on a Lot (other than within a garage) for fourteen (14) consecutive days or longer without being driven and without prior written Board permission.

No boats, personal watercraft, trailers, recreational vehicles and/or campers may be parked on or about a Lot other than on a temporary basis. Temporary is defined as no more than 3-4 days.

Provided a vehicle has been deemed in violation per the process defined in Section 11.1, and the violator has failed to remove the vehicle, the Board shall have the power and authority to order the towing of the vehicle in violation at the owner's expense.

4.27 Obstruction of Access. No one shall obstruct any way of ingress or egress within the Subdivision, including, without limitation, sidewalks, entrances, exits, driveways, cul-de-sacs, turnarounds and/or platted streets.

## **ARTICLE V** **COMMON AREAS**

5.1 General Common Area Easements. The following general Common Area easements exist in favor of the Lots, for the benefit of the Owners, the Residents and their invitees and guests:

(a) A perpetual, nonexclusive easement over, upon and across the platted streets of the Subdivision, for the purposes of providing pedestrian and vehicular access (ingress and egress) to, from and amongst the Lots and the public streets located adjacent to the Subdivision.

(b) A perpetual, nonexclusive easement and right to use the Stormwater Management Facilities for the purpose of discharging stormwater runoff.

5.2 Partition of Common Areas. The Common Property shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Areas without the written consent of all Owners and all holders of all Mortgages encumbering any Lot or portion of the Subdivision.

5.3 Owners' Enjoyment of Common Areas. No Owner shall commit any act that unreasonably interferes with the use and enjoyment of the Common Areas by all other Owners. With respect to the Stormwater Management Facilities, no Owner or Resident shall discharge anything into the Stormwater Management Facilities other than normal stormwater runoff, nor shall any Owner or Resident re-channel or alter the flow of stormwater drainage from or across their Lot. To the extent that stormwater conveyance swales, culverts or ditches traverse a Lot, the Owner of such Lot shall, at their sole cost and expense, keep and maintain the same in good working order and repair, free from obstructions and debris.

5.4 Responsibilities of the Association with Respect to the Common Areas. The Association shall be responsible for the operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, re-building, replacement and/or improvement of the Common Areas together with the payment of any and all taxes and/or utilities associated with said Common Areas, subject to the right to impose Assessments in connection therewith.

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

## **ARTICLE VI** **OTHER EASEMENTS**

6.1 Utility Easements. Perpetual, nonexclusive utility easements exist around the perimeter of each Lot, excluding only the boundary lines bordering platted streets in the Subdivision, such easements having a width of eight (8) feet along the rear boundary line and six (6) feet along each side boundary line, measured at right angles to and within the boundaries of each Lot. Such easements may be entered upon,



improved, used and occupied for purposes of constructing, installing, maintaining, repairing and replacing utility service lines, equipment and other improvements, including, without limitation (as may be applicable): (i) electric utility transmission lines and equipment; (ii) stormwater conveyance lines, collection grates, control structures and other drainage improvements; (iii) sanitary sewer transmission lines, lift stations and other improvements; (iv) natural gas transmission lines; (v) telecommunications and cable television lines; (vi) irrigation lines for landscaping and sod; and (vi) any and all other utility lines, equipment and/or improvements serving and/or benefiting one (1) or more Lots within the Subdivision.

6.2 Privacy Wall Easement. A perpetual non-exclusive easement over, upon, through and across the rear ten (10) feet of any Lot located adjacent to a public street located outside of the Subdivision exists in favor of the Association for purposes of installing, repairing, maintaining and replacing privacy walls and/or plantings.

## **ARTICLE VII**

### **MAINTENANCE OBLIGATIONS OF OWNERS**

7.1 Responsibility of Owner. Each Owner shall be responsible for keeping and maintaining, at his or her own expense, their Lot and Dwelling in a state of good condition and repair.

7.2 Repair or Restoration in the Event of Casualty. Each Owner covenants and agrees that in the event of damage to or destruction of the Dwelling located upon the Owner's Lot, that the Owner shall proceed promptly to repair or to reconstruct the damaged Dwelling in a manner consistent with the original construction or such other plans and specifications as are approved by the Board in accordance with Section 4.13 hereof.

7.3 Failure of an Owner to Repair. Failure to repair may occur under the following circumstances: (i) an Owner does not maintain, in a reasonable condition, any lawn or landscaped area on such Owner's Lot; or (ii) an Owner does not, when reasonably necessary, replace any broken glass surfaces or exterior doors on such Owner's Dwelling; or (iii) an Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Dwelling; or (iv) an Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrences of any of the forgoing, and after reasonable prior notice to such Owner per the process set forth in Section 11.1, and a reasonable opportunity to be heard, the Board by the affirmative vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may access by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided herein.

## **ARTICLE VIII**

### **INSURANCE**

8.1 Association's Insurance. The Association, acting through its Board or its duly authorized agent, shall have the authority to and shall obtain, as a Common Expense:

(a) Comprehensive General Liability Insurance protecting the Association from claims for bodily injury, death or property damage and providing for coverage of at least One Million and No/100 Dollars (\$1,000,000.00) for any single occurrence.

(b) A fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds.

(c) Such other insurance as may be deemed desirable by the Board, including without limitation, flood insurance, errors and omissions insurance and/or worker's compensation insurance.

All insurance purchased by the Association must include a provision requiring at least ten (10) days prior written notice to the Board before the insurance can be canceled or the coverage reduced for any reason.

Any deductible or exclusion under the above policies shall be deemed a Common Expense of the Members of the Association and shall not exceed One Thousand and No/100 Dollars (\$1,000.00) or such other sum as is approved by the Board.

## **ARTICLE IX**

### **TRANSFER OF OWNERSHIP**

9.1 Notification by Selling Owner. An Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the contract for sale and purchase. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

9.2 Notification by Purchasing Owner. Within seven (7) days after receiving title to a Lot, the new Owner of such Lot shall give the Board written notice of his or her ownership of the Lot and pay the Board or its designee a transfer fee equal to Ten and No/100 Dollars (\$10.00), or such other reasonable fee as the Association may, from time to time, establish, to offset administrative costs associated with documenting such transfer. Should an Owner fail to give the required notice the Association may assess the Owner for all costs incurred by the Association in determining the Owner's Identity. Failure of the Owner to make required notification does not absolve the Owner's responsibility to pay assessments per the due dates if the Association is unable to provide proper notification of said assessment to the Owner.

## **ARTICLE X**

### **RENTAL PROVISIONS**

10.1 Notification Required. Any Owner intending to lease or rent their Dwelling shall be required to first provide the Board, or its designee, with written notice of their intent to lease or rent the same, submitted together with: (a) a copy of the proposed lease or rental agreement; and (b) certain contact and other information regarding the tenant as prescribed by the Board, from time to time; and (c) intended mailing address for the Owner. For purposes of this Declaration, a Dwelling shall be presumed leased when an occupant that is not related to the Owner resides in the unit for more than thirty (30) consecutive days, regardless of whether the Owner is benefiting financially from the occupant's use of the unit, and the Owner does not reside in the unit. This includes any subleasing, whether or not permitted by the Owner.

Should an Owner fail to give the required notice the Association may assess the Owner for all costs incurred by the Association in determining the Owner's Identity. Failure of the Owner to make required notification does not absolve the Owner's responsibility to pay assessments per the due dates if the Association is unable to provide proper notification of said assessment to the Owner.

10.2 Room Rentals. No individual rooms shall be rented and no transient occupants shall be accommodated in any Dwelling, unless the Owner is a resident of the Dwelling and occupancy of the tenant is not in violation of any provision hereof or any and all applicable Laws. Any room rental shall be subject



compliance with Section 4.2. Notwithstanding, there shall be no Airbnb rentals or the like permitted at any time for any duration and the Association shall have a right to bring an eviction action.

10.3 Compliance with Covenants and Restrictions. The lease or rental of any Dwelling shall not release or discharge an Owner thereof from compliance with their obligations and duties hereunder. Specifically, it shall be the responsibility of the Owner to provide the tenant with a copy of this Declaration and every lease shall contain or be deemed to contain a provision that the tenant is subject to and bound hereby. If the tenant, or a person living with the tenant, violates this Declaration and/or the Association Documents, notice of the violation shall be given to the Owner and the tenant, and a fine may be assessed against the tenant in accordance with the Association Documents. If the fine is not paid by the tenant within the time period set by the Board, the Owner shall be obligated to pay the fine upon notice from the Association. Unpaid fines shall constitute a lien against the Lot.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

11.1 Enforcement. Each Lot Owner, Resident and their invitees, tenants and guests (as may be applicable) shall comply strictly with the covenants, conditions, restrictions, and easements set forth herein. In the event of a violation or breach, or threatened violation of breach, of any of the same, the Association or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this Declaration and/or the Association Documents, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless otherwise provided by applicable Law. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2 Fining. Without limiting the foregoing, the Association may also elect (in addition to any other remedies reserved to it hereunder and/or available pursuant to applicable Law) to levy or impose a reasonable fine upon a Lot Owner for the violation, by such Owner and/or their family members, tenants, guests or invitees, of this Declaration and/or the Association Documents. Unless otherwise authorized by applicable Law, a fine may not exceed the sum of One Hundred and No/100 Dollars (\$100.00) per violation for a cumulative amount of \$10,000.00; however, fines may be levied and imposed for each day of a continuing violation, with a single notice of violation. A fine may not be levied or imposed without first providing at least fourteen (14) days' prior written notice to the person sought to be fined, of the nature of the violation and the Board's intent to levy and impose a fine in connection therewith. Such written notice shall also provide an opportunity for a hearing before a committee appointed by the Board (the "Fining Committee") consisting of not less than three (3) members, none of whom may be officers, directors or employees of the Association and/or the spouse, parent, child, brother or sister of an officer, director and/or employee of the Association. If, upon reviewing the facts and circumstances involved in an alleged violation, the Fining Committee, by majority vote, does not approve a proposed fine, the Board may not levy or impose the same; however, if the proposed fine is approved by a majority vote of the Fining Committee, the Board may forthwith levy and impose the same and the Association shall provide written notice thereof, by mail or hand delivery to the respective Owner of the Lot, and, if applicable, to any tenant, guest, or invitee of such Owner. Any fine equal to or greater than Ten Thousand and No/100 Dollars (\$10,000.00), in the aggregate, may, at the election of the Board, become a lien against the respective Lot. In any action to recover a fine imposed hereunder, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party, as determined by the court.

11.3 Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

11.4 Duration. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this instrument is recorded in the Public Records of Sarasota County, Florida, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then record Owners of all of the Lots has been recorded, agreeing to amend or terminate this instrument in whole or in part.

11.5 Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by two-thirds (2/3) the Quorum of Members (in person or by proxy) at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded.

11.6 Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. If a conflict results between the Declaration and the Association Documents, the terms and conditions of this Declaration shall control and supersede anything in the Association Documents to the contrary.

11.7 Applicable Law. The laws of the State of Florida shall govern the terms and conditions of this Declaration.

11.8 Construction. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the other.

11.9 Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

11.10 Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with the Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

## **ARTICLE XII**

### **DISCLAIMER OF LIABILITY OF THE ASSOCIATION**

12.1 Disclaimer of Liability. Notwithstanding anything contained herein or in the Association Documents, neither the Association nor any director, officer, member, manager or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Resident and/or their families, guest, invitees, agents, servants, contractors or subcontractors or for any property of any such persons.

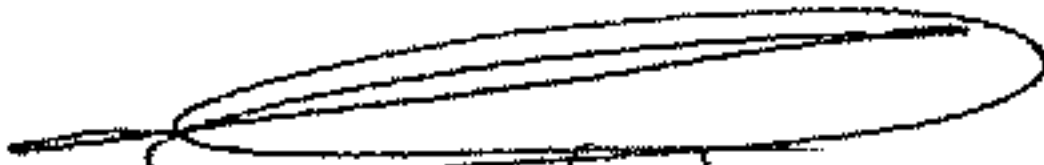
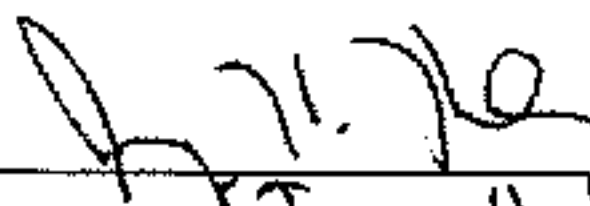


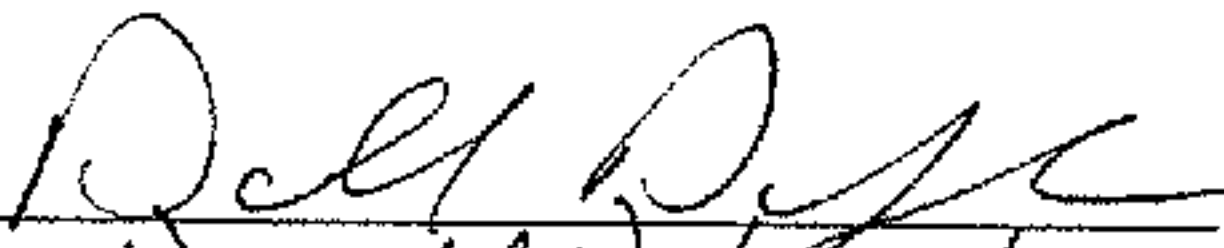
IN WITNESS THEREOF, the Association has caused these presents to be duly and properly executed in its corporate name on the day and year first written above.

Witnesses:

**NOTTINGHAM HOMEOWNERS  
ASSOCIATION, INC.**

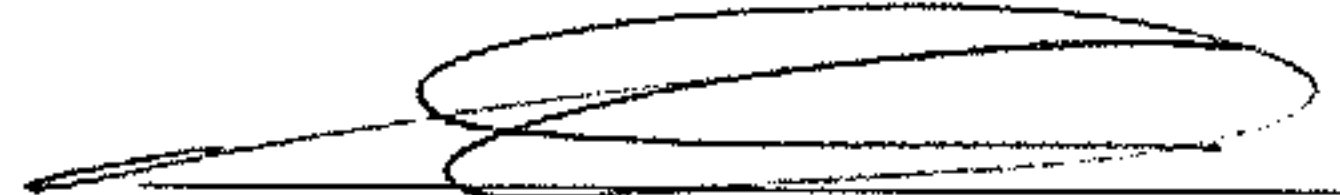
A Florida not-for-profit corporation

  
Name: Andrew W. Rosin  
By:   
Name: Jerry H. Kuehn  
Secretary

By:   
Name: Donald Delapenha  
President  
Address: 4223 Arrow Drive  
Sarasota FL 34232

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was executed and acknowledged before me this 6 day of February, 2019, by Donald Delapenha, the President of Nottingham Homeowners Association, Inc., on behalf of said corporation, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

  
Notary Public

