

E

This instrument prepared by:  
Hill Law Firm, P.A.  
456 S. Tamiami Trail  
Osprey, FL 34229

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2016047173 49 PG(S)  
April 19, 2016 01:04:08 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF RECORDATION**  
**AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS,**  
**AND EASEMENTS FOR THE CARRIAGE HOMES OF LAKESIDE PLANTATION**  
**AND**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE CARRIAGE**  
**HOMES OF LAKESIDE PLANTATION, INC.**  
**AND**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE CARRIAGE**  
**HOMES OF LAKESIDE PLANTATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Carriage Homes of Lakeside Plantation was duly adopted in the manner provided in the Homeowners Association documents at the membership meeting held March 18, 2016.

Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Carriage Homes of Lakeside Plantation, Amended and Restated Articles of Incorporation of The Carriage Homes of Lakeside Plantation, Inc., and Amended and Restated Articles of Incorporation of The Carriage Homes of Lakeside Plantation, Inc. are attached hereto. All previous site plans of record are incorporated by reference.

IN WITNESS WHEREOF, we have affixed our hands this 2nd day of April, 2016, in Sarasota County, Florida.

D.J. Buckley  
Signature

THE CARRIAGE HOMES OF LAKESIDE PLANTATION, INC.

D.J. Buckley  
Printed Name

By: Eileen W. Buckley (Foster)  
Eileen Buckley-Foster, President

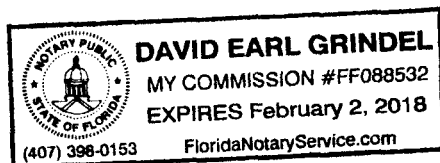
J.M.P.M.  
Witness Signature

Otto Knollhoff  
Printed Name

Mary Ann Nutter  
Attest: Mary Ann Nutter, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of April 2016, by Eileen Buckley-Foster, as President, and by Mary Ann Nutter, as Secretary of The Carriage Homes of Lakeside Plantation, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced Drivers License as identification.



[Signature]  
Notary Public, State of Florida

Prepared by and return to:  
Cindy A. Hill, Esq.  
Hill Law Firm, P.A.  
456 S. Tamiami Trail  
Osprey, FL 34229

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
RESTRICTIONS, AND EASEMENTS FOR  
THE CARRIAGE HOMES OF LAKESIDE PLANTATION**

*[Substantial Rewording of the Covenants, Restrictions, and Easements  
for The Carriage Homes of Lakeside Plantation]*

*See Original Covenants, Restrictions, and Easements and prior amendments for previous text]*

**Article I**  
**Introduction and Submission**

1.1 The Property and Submission Statement. The Carriage Homes of Lakeside Plantation, Inc., a Florida corporation, (hereinafter “Developer”) owned the fee simple title to certain land in Sarasota County, Florida, which was developed as The Carriage Homes of Lakeside Plantation. The land described in Exhibit “A” was developed as The Carriage Homes of Lakeside Plantation and made subject to the Covenants, Restrictions, and Easements of The Carriage of Lakeside Plantation recorded in Official Records Instrument #2003214124, of the Public Records of Sarasota County, Florida. The Carriage Homes of Lakeside Plantation property is derived from a part of Page 17C of the plat of Lakeside Plantation, this plat being recorded in Plat Book 41 at Pages 17-17I, of the Public Records of Sarasota County, Florida and is also shown on a First Replat of Lakeside Plantation recorded in Plat Book 42 at Pages 12-12A of those Public Records (hereinafter referred to as “the Property”).

1.2 Submission Statement. Developer submitted the Property, all improvements erected to or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the ownership obligations and use restrictions described in the original Covenants, Restrictions, and Easements of The Carriage of Lakeside Plantation recorded in Official Records Instrument #2003214124 of the Public Records of Sarasota County, as amended from time to time, and in accordance with Florida Statutes Chapter 720.

1.3 Identity. The name by which this Subdivision is identified is The Carriage Homes of Lakeside Plantation. It is governed by this Amended and Restated Covenants, Restrictions, and Easements as well as the Articles of Incorporation, and Bylaws that are attached hereto as Exhibits “B” and “C,” respectively.

**Article II**  
**Definitions**

2.1 “Architectural Review Committee” shall be the Board acting in the capacity of the Architectural Review Committee pursuant to Article VIII herein.

2.2 “Articles” or “Articles of Incorporation” shall mean and refer to the Association’s Articles of Incorporation, a copy of which is attached hereto as Exhibit “B,” as amended from time to time.

2.3 “Assessments” shall mean and refer collectively to “Common Assessments,” “Individual Assessments,” and “Special Assessments,” as the context may require.

2.4 “Association” shall mean and refer to The Carriage Homes of Lakeside Plantation Homeowners Association, Inc., a nonprofit Florida Corporation, its successors and assigns.

2.5 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc.

2.6 “Buffer Areas” shall mean and refer to those portions of The Carriage Homes of Lakeside Plantation community which are designated as Buffer Areas or Planting Strips in this Declaration, as amended, including, where the context requires or permits, any “improvements” thereon.

2.7 “Bylaws” shall mean and refer to the Association’s Bylaws, a copy of which is attached hereto as Exhibit “C,” as amended from time to time.

2.8 “City” shall mean and refer to the City of North Port, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act upon its behalf.

2.9 “Common Assessment” shall mean and refer to the charge against all Owners and their Lots representing their proportionate share of the Common Expenses of the Association.

2.10 “Common Expenses” shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair, and replacement of the Common Property, including reserves for the same to the extent adopted as part of the Association’s budget, as provided in the Bylaws, and the actual and estimated costs of carrying out the Association’s duties and responsibilities as provided in more detail in Article XIII of this Declaration.

2.11 “Common Property” and “Common Area(s)” shall mean and refer to those portions of the community which are designated by Article IV this Declaration as Common Areas, including any improvements thereon or any personal property owned by the Association used in the operation of the Common Areas. The Common Areas are for the common use and enjoyment of the Lot Owners.

2.12 “Community Development District” or “CDD” or “District” shall mean the Lakeside Plantation Community Development District.

2.13 “Declaration” shall mean this Amended and Restated Covenants, Restrictions, and Easements of The Carriage Homes of Lakeside Plantation, as amended from time to time.

2.14 "Family" shall mean and refer to either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption or a group of not more than three (3) persons not so related who maintain a common household on a Lot.

2.15 "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto located within the community, including, but not limited to, buildings, fixtures, walkways, sprinkler pipes, roads, driveways, parking areas, lanais, landscaping, hedges, plants, planted trees and shrubs, poles, signs, and exterior air conditioning and water softener fixtures or equipment, if any.

2.16 "Individual Assessment" shall mean and refer to a charge against one (1) or more Lot Owners directly attributable to such Owner(s) failure to duly perform their obligations hereunder, as imposed by the Association pursuant to Article XIII of this Declaration.

2.17 "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made by a lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized as an institutional lender.

2.18 "Lot" shall mean and refer to each separate numbered parcel of real property included in the Property together with any dwellings or improvements which may be constructed thereon.

2.19 "Master Covenants" shall mean and refer to the Master Declaration of Protective Covenants, Conditions, and Restrictions for Lakeside Plantation recorded in Official Records Instrument number 1999137858, as amended, of the Public Records of Sarasota County.

2.20 "Members" shall mean and refer to any persons who are entitled to membership in the Association, as provided in Article III of this Declaration.

2.21 "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one (1) or more persons or an entity, of the fee simple title to any Lot. If a Lot is owned by more than one person, Owner shall mean each such person, jointly and severally.

2.22 "Property" shall mean and refer to the property which is subject to this instrument, which property is described in Exhibit "A" attached hereto, and includes any Lots or improvements constructed thereon.

2.23 "Recreational Facility" shall mean and refer to any pool, cabana, or other facility constructed on the Common Areas for the use of the Owners and their guests and invitees, together with any personal property used in connection with such facility.

2.24 "Special Assessment" shall mean and refer to a charge against all Lot Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (a) reconstruction of any portion of improvements located on the Common Areas; (b) installation or construction of any capital improvements on any portion of the Common Areas which the Association may authorize from time to time; or (c) any other extraordinary expense of the

Association, included, but not limited to, amounts necessary to pay shortages in the Common Expenses of the Association.

2.25 "Unit" shall mean and refer to all improvements and the dwelling structure located on a Lot.

### **Article III** **Membership/Association**

3.1 Membership in Association. Every Lot Owner in The Carriage Homes of Lakeside Plantation shall be a Member of the Association, which shall be a Florida corporation not for profit. Each Lot Owner shall have the voting rights provided in the Articles of Incorporation for the Association. All Members must maintain this Membership in good standing. Memberships shall be effective upon acquisition of the fee simple title to such lands by an instrument recorded in the Public Records of Sarasota County, Florida. Memberships shall automatically terminate upon the sale or other transfer of title by an instrument recorded in the Public Records of Sarasota County, Florida. Reference to this Membership in any instrument of conveyance or transfer of title shall be unnecessary. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.2 Duties of the Association. The Association has been organized to operate, maintain, manage and improve the Common Areas of the Property and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in its Articles of Incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided in this instrument. Unless otherwise provided by this Declaration or Chapter 720, Florida Statutes, as amended, all consent of the Association required by this Declaration, whether in writing or otherwise, shall be made by the Board.

### **Article IV** **Common Areas and Easements**

4.1 Definition Of The Common Areas. The Common Areas shall include all of the Property not within a Lot or public right-of-way, deeded to the Association by Developer for the common use and enjoyment of all Lot Owners in The Carriage Homes of Lakeside Plantation.

4.2 Ownership and Use of Common Areas. The Association shall retain ownership of the Common Areas and shall maintain at its expense all portions of the Common Areas. Every Lot Owner shall have the nonexclusive right to use Common Areas in accordance with the following provisions:

- a. All persons residing within any Lot, and their guests and invitees, shall have and are hereby given the right to use all Common Areas for the purposes for which same are intended, subject to the terms of this Declaration and reasonable nondiscriminatory rules and regulations which may be adopted by the Board from time to time. However, in order to conserve the Recreational Facilities, for the maximum enjoyment of all concerned, the use of the Recreational Facilities shall be limited to only

the immediate occupants of a Unit and their occasional guest. In the event that a Unit is leased, the tenant and his or her family and guest may use the Recreational Facilities to the exclusion of the Owner of the Unit and his or her family and guest. Occupants of Units owned by multiple or corporate Owners shall be entitled to use such Recreational Facilities during periods of such occupation to the exclusion of other multiple owners or corporate officials or their invitees. Subject to this limitation, Lot Owners and their respective tenants, guests, invitees and licensees, and the holders of liens on the property shall have a nonexclusive, perpetual right of ingress and egress over and across all roads and walkways in The Carriage Homes of Lakeside Plantation. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services, United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies. The Association may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.

- b. The Association shall have the right to prevent use of portions of the Common Areas by the general public.
- c. The Association shall have the right to reasonably limit the number of guests or invitees of Owners using the Common Areas at any one time.
- d. The Association shall have the right to construct, replace, or repair any improvement or portion thereof upon the Common Areas, in accordance with the provisions of this Declaration, including, but not limited to, the right to remove and replace destroyed trees, live trees, or any other vegetation, and to plant trees, shrubs, and ground cover upon any portion of the Common Areas.
- e. The Association shall have the right, pursuant to this Declaration, its Articles and Bylaws to borrow money for the purpose of improving the Common Areas, and may additionally mortgage and/or pledge its real or personal property as security for such debt, provided that the rights of such mortgagee shall be subordinate to the use rights of the Lot Owners.
- f. The Association shall have the right to dedicate, grant, release, convey, alienate, or transfer all or any part of the Common Areas to any public authority, utility, or private party or entity; however, no such action shall be effective unless approved by two-thirds (2/3rds) of the voting interests at a duly noticed membership meeting. Notwithstanding, no such membership approval is required for the granting of non-exclusive easements to public agencies or public utilities, as provided in Section 4.4 below, or for private purposes that do not materially adversely affect the rights of the Lot Owners to enjoy the Common Areas, as determined in the

sole and reasonable discretion of the Board. No overhead utility lines shall be permitted within the community, except those such temporary lines required for construction, and high voltage lines as required by law.

- g. Subject to any rules and regulations adopted by the Association, including, but not limited to rules regulating parking, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of Lot Owners. The Common Areas shall not be used for private events, such as functions to which not all Lot Owners are invited.

4.3 Additions, Alterations or Improvements. The protection, maintenance, repair, insurance, and replacement of the Common Areas are the responsibility of the Association and the cost of such is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Area costing the Association more than \$25,000.00 in the aggregate in any calendar year without approval from at least a majority of voting interests present in person or by proxy at a duly noticed and convened Membership meeting. Alterations or additions costing less than this amount may be made with Board approval. Notwithstanding, if work reasonably necessary to protect, maintain, repair, or replace the Common Area also constitutes a material alteration or substantial addition to the Common Area, no prior Owner approval is required.

4.4 Association Easements. The Association has non-exclusive easements in its favor throughout the community as may be reasonably necessary for it to perform its services as required and authorized by this Declaration. The Association, including its agents and contractors has a specific easement in its favor over every Lot for drainage purposes, and over the Buffer Areas, Common Areas, and Lots for the purpose of maintaining landscaped areas therein.

4.5 Utility Easements in Common Areas. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities for cable, communication, sewer, water, gas, drainage, irrigation, lighting, television transmission, telephone, security, garbage and waste removal, emergency services, and other such purposes, subject to such conditions as may be agreed to by the Board. A Lot Owner shall do nothing on his or her Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Unit to inspect, maintain, repair, or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the event of an emergency, entry into any Unit shall be made with reasonable notice to the Owner.

4.6 Utility and Drainage Easements over Lots. The Association has a perpetual easement along the rear five (5) feet of each Lot for the installation and maintenance of utilities, and irrigation and drainage facilities. The Association reserves the right to grant to any private

or public utility an easement to erect, lay, maintain, remove or repair in such easement area for electricity, gas, water, sewer, telephone, cable, and other utility services, catch-basin, surface drains, irrigation lines and devices, and other such customary uses as may, in the opinion of the Association 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 Association and/or any utility company or governmental body or its agents or servants is hereby waived by the Owner. The easement area within each Lot shall be maintained continuously by the Owner, except for those improvements for which the Association, public authority or utility company is responsible. No drainage easement or swale may be obstructed, filled in, or altered without the written approval of the Association. Any walls, fences, paving, landscaping or other improvements constructed, placed, or planted by an Owner over the easement area may be removed by the Association if required for the installation, maintenance, repair, or replacement of improvements or facilities related to the purpose for which the easement is reserved; provided, however, that the Association shall promptly restore any dislodged grass or soil as nearly as practicable to its prior condition. Such easement shall survive any termination of this Declaration.

4.7 Lot Line Encroachments. Certain dwellings and other improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such a dwelling, roof overhangs, gutters, or fences may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line between the Lot and an adjoining Lot. In all such cases, said adjoining Lot shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of permitting the existence of the encroachment, and allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading. As to each Lot, easements are granted to the adjoining Lot for the use and enjoyment of open space, landscaping irrigation, and related purposes over any off-set areas between the Lot line and the outside face of the building wall. As the nature of zero (0) Lot line dwelling construction and maintenance requires entry upon the yard areas of the adjoining dwelling for the purposes of constructing, maintaining, and repairing those portions of the building and accessory privacy walls built adjacent to the common Lot line, and for the purposes of maintaining and utilizing any outdoor yard area which might lie between the outside face of the Lot line wall and the Lot property line, non-exclusive rights over the necessary portions of the adjacent yard areas are granted in favor of the adjoining Lot and its respective Owner and the Association for such purposes as may be applicable. However, no exercise of any such easement and appurtenant rights created pursuant to this Section shall unreasonably interfere with the use of the Lot subject to same. Any easements and rights granted pursuant to this Section shall survive any termination of this Declaration.

#### Article V

#### Property Maintenance and Association Duties

5.1 By the Association. The Association shall operate, maintain, repair, and replace, as a Common Expense, the following portions of the Property, and shall additionally perform the following duties:



- a. All painting and maintenance of the Common Areas, and all improvements thereon, as and when deemed necessary by the Board, including all commonly metered utilities, and any and all utility facilities and structures located on the Common Areas.
- b. Cleaning and painting of home exteriors, but not including windows or screens.
- c. Repair and replacement of all exterior components of the Units, including roofs, except windows, screens, and doors. Such exterior components include the lanai, except for any glass or screen enclosures installed by an Owner, or other Owner improvements, including, but not limited to, floor coverings and ceiling fans. Owners shall additionally be solely responsible for the two (2) lights in each lanai ceiling. The Association shall additionally have the repair responsibility for damage to the sheetrock ceiling within a Unit or a Unit's lanai when such repair is necessary due to severe weather and/or acts of God damaging the roof, with such damage resulting in continuing damage to the sheetrock until repair to the roof may be made.
- d. All landscaping care and maintenance on each Lot. Trees, shrubs, or other plantings located upon a Lot or the Common Areas shall be removed only by the Association, in its discretion.
- e. All electrical, plumbing, sanitary facilities, water lines, and utility systems and parts and components thereof, fixtures, apparatus, equipment, outlets, switches, wires, pipes, or conduits extending from the outside of the unit to the connection with the utility or governmental service, specifically excluding all air conditioning, HVAC systems, and water conditioners, and all connections, wiring, and conduits used by same, which shall be the sole repair and maintenance responsibility of the Owner.
- f. Repair of driveways when necessitated by the repair of a drainage pipe or other necessary repair requiring the destruction of any portion of the driveway in order to access the damage. Notwithstanding, the general aesthetic maintenance of the driveways, such as their cleaning and sealing, shall be the responsibility of the Owners.
- g. Maintenance and care for all landscaped areas and the irrigation system within the Common Area, the Buffer Areas and individual Lots, including, but not limited to, the sides (where applicable), rear and front of each Lot, any property from the rear Lot line to the edge of any adjacent water surface (such as a lake or canal). No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on the Common Area, any Lot, or in the landscaping in the Buffer Areas. The Board shall be entitled to determine, in its sole discretion and without prior notice to the Owner, the

time of day or night that various portions of the Common Areas and the Lots will be irrigated.

- h. Maintenance of any and all streets, roads, driveways, sidewalks, paths, and entries, road and related Lot damage, including, but not limited to, curbs, street gutters, storm sewers, and swales, throughout the Common Areas where such road areas have not been dedicated to the public or any governmental body.
- i. Payment of property taxes with respect to the Common Areas.
- j. Operation of the Common Areas in accordance with the Rules and other standards adopted by the Board from time to time.
- k. Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the community and performing any of the functions or services delegated to the Association in any covenants, conditions, or restrictions applicable to the community, or in the Articles or Bylaws.
- l. Conducting the business of the Association, including, but not limited to, administrative services such as legal, accounting, financial, and communication services such as informing the Owners of activities, notifications for meetings, and other important events.
- m. Purchasing insurance as may be required hereby or the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board.

5.2 Repair for Negligent or Purposeful Damage. Notwithstanding the foregoing, if any such maintenance in Section 5.1 is required due to the actions of any Owner, or the occupants and/or guests or invitees of any Unit, the Owner of the Unit shall be responsible for the cost of such maintenance and may be assessed for such cost by the Association.

5.3 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

- a. Lighting of roads, sidewalks, walks, and paths throughout the community;
- b. Fire protection and prevention;
- c. Protection and security, including, but not limited to, the employment of security guards within the community;
- d. Maintenance of electronic and other surveillance devices;

- e. Installation, operation, and maintenance of cable facilities or other communication systems throughout the community;
- f. Such other services as are authorized in the Articles or Bylaws;
- g. Cleanup, landscaping, maintenance, dredging, water treatment, or other care of canals, roads, or other property (public or private) adjacent to the community to the extent such care would, in the reasonable determination of the Board, be beneficial to the community and to the extent that the Association has been granted the right or been required to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental entity.
- h. Emergency repairs and other work, including maintenance, on Lots reasonably necessary for the proper maintenance, preservation, and operation of the community.

5.4 By All Owners. Except for the duties of the Association as provided in Section 5.1, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace, and restore the Lot, including all improvements located thereon as may be subject to the Owner's control, in a safe, neat, sanitary, and attractive condition. No refuse or unsightly objects shall be placed or remain upon any Lot. All modifications and/or improvements installed by the Owner shall be maintained, repaired, and replaced by the Owner. All plumbing, electrical, and HVAC systems within any Unit, as well as the compressor and related connections located outside the Unit, and any water softener systems, shall be maintained by the Owner at the Owner's expense, including components located within party walls, except to the extent such items may directly serve the Common Areas.

5.5 Association Enforcement. In the event that any portion of such Lot falls into disrepair or is not maintained as required by this Article V, or which otherwise violates this Declaration, the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon the Lot to make such repairs or to perform such maintenance. Such entry by the Association or its agents shall not be deemed a trespass, and by acceptance of a deed for a Lot, the Owner has expressly given the Association continuing permission to do so, which such permission may not be revoked. Notwithstanding, the Association or its agent does not have to give such written notice in the case of an emergency, in which event, the Association may directly remedy the problem. The cost of such repairs or maintenance shall be charged to the Owner and shall be an Individual Assessment on the Lot, which the Owner shall pay to the Association within fifteen (15) days after such payment is requested. In the event such payment is not timely made, the Association, at the discretion of the Board, may add any collection costs and attorneys' fees to the Individual Assessment, and the Individual Assessment shall be levied and enforced in accordance with this Declaration.

**Article VI**  
**Use Restrictions**

6.1 General Use Restrictions. The Carriage Homes of Lakeside Plantation is a residential community. To assist in creating a harmonious development, specific land use provisions have been set forth below. These provisions are applicable to all of the Property and shall govern the conduct of all Lot Owners and shall also supply to all occupants, tenants and visitors of any Lot. Every Lot Owner shall cause all occupants of his or her Lot to comply with this instrument, and the Bylaws and shall be responsible for all violations and losses to the Association caused by such occupants, notwithstanding the fact that such occupants of a Lot are also fully liable for such violations.

6.2 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Property or with any Lot or Dwelling Unit; provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of Sarasota County; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian, or vehicular traffic in the Property; does not increase the insurance risk of other Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents or their pets.

6.3 Subdivision and Time Sharing. No Lot shall be subdivided or its boundary lines changed. Nor shall any Lot be made subject to any type of timeshare program or other similar ownership intervals program whereby the right of exclusive use of the Unit rotates among multiple owners or members of such program.

6.4 Windows, Doors, Awnings, and Shutters. Unfinished aluminum, bright finished, or bright plated metal exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electrostatically painted, and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed or stained.

Front screening must be approved by the Association. Screen doors should not detract from or alter the appearance of the entryway. The screen door should be painted to match the color of the door it fronts, or the color of the substantial door trim. The use of reflective tinting or mirror finishes on windows is prohibited. Jalousie windows and doors are prohibited.

Other than hurricane shutters as permitted by this Declaration and the law, awnings, canopies, and shutters are prohibited and shall not be affixed to the exterior of the residence. Rollup or accordion shutters are permissible; however, if a Unit has decorative stone installed on its front, shutters shall have alternate installations, such as pegs, so as to not unduly affect the aesthetic appearance of the Unit.

6.5 Pools. No pools, spas, or jacuzzis shall be erected, constructed or installed on any Lot.

6.6 Accessory and Temporary Structures. No dog houses, sheds, trailers, tents, or accessory or temporary structures of similar kind or nature shall be permitted on any part of a Lot within the community.

6.7 Decks. No deck shall be permitted on a Lot in the community.

6.8 Automobiles, Commercial Vehicles, and Boats. Except as provided below, no commercial truck, commercial van, bus, mobile home, motor home, camper, trailer, boat, boat trailer or similar vehicles, transport conveyances, or watercraft may be parked within the community at any time unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, those designed primarily for the routine transportation of people, rather than equipment or goods; or those bearing advertising, logos, or signs printed on the sides, front, or rear of same, which reference any commercial undertaking or enterprise. No commercial vehicle of any kind shall be permitted to park within the community for a period of more than four (4) consecutive hours unless such vehicles are temporarily and necessarily present for the construction or repair of improvements on a Lot or the Common Areas. Notwithstanding, such vehicles, transport conveyances, or watercraft may be parked in portions of the Common Areas, if any, designated by the Association for the parking of same. Any such parking so designated by the Association shall be provided only by the discretion of the Board, and may be terminated at any time without cause. In the event such parking is provided, the Association shall have the right to promulgate reasonable rules governing its use, including reasonable charges for such use.

No vehicles incapable of self-propulsion shall be allowed to remain in the community for a period longer than one (1) business day, and no vehicles shall be repaired within the community except on an emergency basis. All vehicles within the community, including, but not limited to motorcycles, mopeds, or other loud vehicles, shall be equipped with effective sound muffling devices.

6.9 Parking. Vehicles shall be parked only in garages or in the driveways serving the Units, or in appropriate spaces or designated areas in which parking may be assigned by the Association, which parking shall be subject to reasonable rules adopted by the Board. Notwithstanding, no more than two (2) vehicles shall be parked in the driveway serving the Unit on a regular basis, and at no time shall any vehicle block sidewalk access. No overnight on-street parking or parking on lawns shall be permitted. Garage doors shall remain closed at all times except when occupied and actively in use, and during ingress or egress, or for such other limited and reasonable periods of time for loading and unloading personal property or for maintenance or repairs being performed on a Unit.

6.10 Antennas, Satellite Dishes, and Ham Radios. Except for satellite dishes one (1) meter or less in diameter, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the community, including the Unit, without the prior written permission of the Board, and as allowed by the Federal Communications Commission's Over-the-Air Reception Devices Rule. Ham radios are prohibited within the community. To the extent

practicable, the device shall be installed on or near the fascia at the rear of the building, minimizing visibility from the street. The Unit Owner shall maintain, repair, and replace the device at his or her expense, together with all costs associated with repairing any damage within the community caused by the device.

It is the intent of this provision to comply with the Telecommunications Act of 1996, as amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

The Association shall have the right, but not the obligation, to erect an aerial satellite dish, or other apparatus, for a master antenna or cable system for the benefit of all of a portion of the community. The Association may, but shall not be required to, enter into a bulk rate cable television or internet agreement to provide cable television or internet service to all Units. If a bulk rate cable television or internet agreement is executed, the cost of such service to all Units shall be assessed as a Common Expense, whether or not the Owner of the Unit desires such cable television or internet services.

6.11 Hurricane Season. Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by removing all furniture, plants, and other moveable and unsecured objects from the Owner's porch, terrace, patio, lanai, or other portion of a Lot not enclosed by a residence. Such Owners shall additionally designate a responsible company or individual to arrange for the removal of such items in their absence, and to repair and care for the Owner's Lot should it suffer from hurricane or storm damage. Owners must provide to the Board the name and contact information for such individual or company.

6.12 Hurricane Shutters. Owners may install hurricane shutters in their discretion. All shutters must be either approved in writing by the Board prior to installation and may be of a material and style which has already been approved by the Board in a hurricane shutter policy. Rollup or accordion shades shall not be mounted on the decorative stone at the front of the home. Hurricane shutters may not be installed earlier than seven (7) days prior to the issuance of a tropical storm warning for the area, and must be removed within seven (7) days after the warning has expired.

6.13 Exterior Fixtures and Security Cameras. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows, or roof unless approved by the Board. Notwithstanding same, subject the requirements of Section 6.23, Owners may personalize the small space at the front of their entrance door with decorations and install security cameras on the Unit.

6.14 Lighting. A direct wired post light with a photo cell shall exist and be maintained on each Lot in the community. The Lot Owner shall be responsible for providing continuous power to the light for his Lot, and for operating the light during nighttime hours throughout the year. The Association shall maintain repair, and replace the post lights on the Lots to ensure

uniform community appearance and operation. A Lot may have decorator lawn lighting for the walkways to a Unit, with the requirement that a Unit Owner obtain written permission from the Board for same prior to installation. Walkway lighting shall consist of black fixtures with white lights, installed a minimum of twenty-four (24) inches apart, and not interfere with the mowing. Decorative tree and landscape lighting may also be added, consisting of black fixtures, and using a soft white light. Lights must face upward and inward toward the Unit as not to produce lighting that is a nuisance to neighbors. Motion detection lights and security cameras may be affixed to the rear of a Unit, but must not create a nuisance to neighbors. All lighting used on the exterior of the Units must be black fixtures with soft white light.

6.15 Garages. No Owner shall cause any garage on his or her Lot to be enclosed, converted, or otherwise remodeled to allow for residential occupancy. Garage screens shall be permitted with the prior approval of the Association.

6.16 Pets and Animals. Only pets belonging to Owners (or those occupying Lots through the authority of Owners) will be allowed within the community. All such pets shall be subject to the following restrictions:

- a. No more than two (2) dogs and two (2) cats are permitted to occupy each Lot. No vicious or dangerous dogs are permitted within the community. A dog shall be considered vicious if it shows signs of aggression such as lunging, growling, barking or other outward signs of aggression. It shall be at the sole discretion of the Board to determine if the dog is vicious;
- b. No pet shall be permitted outside a Unit except on a leash and at all times under the control of its owner;
- c. No other animals, including, but not limited to, reptiles, livestock, or poultry, shall be kept in the community;
- d. No pets may be kept for the purposes of breeding or for any commercial purposes whatsoever;
- e. No pets shall be allowed to constitute a nuisance;
- f. Each owner shall promptly remove and dispose of waste matter deposited by the his or her pet and dispose of such waste matter properly;
- g. The Board shall have the right to demand the immediate removal of a dog that exhibits vicious or dangerous behavior.
- h. The Board shall have the right to promulgate rules and regulations further governing the keeping of pets within the community.

6.17 Emergency Access. The Association has the authority to enter any Lot for the purpose of remedying or abating any emergency to the Lot and/or the community, and such

entrance shall not be deemed a trespass. Such entry right remains whether or not the Owner or occupant of a Lot is present at the time of the emergency.

6.18 Solicitation. There shall be no solicitation by any person anywhere in the community for any cause, charity, or any other purpose, unless specifically authorized by the Board.

6.19 Wells and Drainage. No private water system shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the Association may obstruct or re-channel the drainage flows of the drainage swales, storm sewers, or storm drains. The Association has a perpetual easement across the community for the purpose of altering drainage and water flow.

6.20 Irrigation. No sprinkler or irrigation systems of any type which draws upon water from lakes, ponds, canals, or other wetlands or surface waters shall be installed, constructed, or operated within the community by any person other than the Association without the prior written approval of the Board. No wells may be installed on Lots. Wells may be installed on the Common Areas at locations approved by the Association. All sprinkler and irrigation systems shall be subject to approval in accordance with this Declaration. All Units must have an underground irrigation system.

6.21 Walls and Fencing. No fences or walls shall be permitted in the community.

6.22 Air Conditioning Units. Window air conditioning units shall not be installed in any Unit.

6.23 Exterior Decoration, and Similar Items. Exterior decorations, including, but limited to, sculptures, fountains, decorative flags, pots, , and similar items must be in conformance with the current policies of the Association. There shall be no feeders or bird baths placed on any Lot.

6.24 Signs. All Owners shall comply with the Association's standards for signs or advertisements of any kind, including, but not limited to, signs of realtors, contractors, and subcontractors. These signs are only permitted when work is in progress at the Unit and/or the Unit is actively listed for sale or rent, as applicable. The Association shall have the right to erect signs at the discretion of the Board. Under no circumstances shall signs, flags, banners, or other similar items advertising or providing directional information for activities being conducted outside of the community be permitted. No sign shall be nailed or otherwise attached to trees. Governmental and military flags are permitted as provided in Section 6.26 of this Declaration.

6.25 Flags and Flagpoles. No flag may be kept or placed upon any Lot so as to be visible from public view except that a Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and a half (4 ½) feet by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. A Lot Owner may additionally erect a freestanding flagpole no more than



twenty (20) feet high on any portion of the Lot, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The location and design of the flagpole and display must be approved by the Architectural Review Committee, as provided in Article VIII of this Declaration, and are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Sarasota County noise and lighting ordinances and all setback and locational criteria contained in this Declaration.

6.26 Basketball, Sports and Play Equipment. No basketball or other sports equipment, including, but not limited to, skateboard ramps, and large playsets, shall be permanently or temporarily installed on a Lot. All bicycles, tricycles, scooters, wading pools, and other similar play equipment shall be stored within a Unit. No such items shall be allowed to remain visible from adjacent property when not in use. The Association shall not be held liable to any person for any claim, damage, or injury occurring thereon and/or related to the use of any such permitted play equipment.

6.27 Clotheslines and Outside Clothes Drying. No clothesline nor clothes drying pole shall be erected on a Lot, and no clothes drying is permitted, which is visible from the street. The location and design of any permanent outdoor clothes drying apparatus as allowed by Florida law must be approved by the Architectural Review Committee, as provided in Article VIII of this Declaration.

6.28 Energy Conservation Equipment. Solar collectors and other energy saving devices based on renewable resources are permitted as allowed by Florida law. Prior to the installation of any such devices, Owners shall obtain the written permission of the Board as to the device type, location, and screening. The Owner shall be responsible for the maintenance, repair, and replacement of any such device, as well as any other costs affiliated with it, including any damage incurred to the roof or exterior of the building.

6.29 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted in the community except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes. Gas grills with propane containers are permitted on the Lot; however, extra propane containers must be stored within a Unit.

6.30 Garbage, Trash and Recycles. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on the Owner's Lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot for periods not exceeding twenty-four (24) hours, and except for garden trash and rubbish to be collected, same shall be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Unit and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. Notwithstanding the above, in the event that an Owner intends to make significant landscaping improvements and/or have construction or remodeling performed on a Dwelling Unit, that Owner may request permission from the Board to allow landscaping and/or construction trash and debris to build up on a Lot for a period longer than twenty-four (24) hours until reasonable arrangements may be made for its disposal.

6.31 Firearms. The discharge of firearms within the community is prohibited. Such “firearms” shall be deemed to include BB guns, pellet guns, and other firearms of all types, regardless of size.

6.32 Golf Carts. No gasoline-powered golf carts shall be operated within the community unless owned and operated by the Association. All other golf carts shall be powered by electricity or other similar non-combustion means. Golf carts shall be stored only in the garages serving Owners’ Units. No golf cart shall be placed, parked, or stored on the lawn of any Unit.

6.33 Nuisances and Annoyances. No portion of the community shall be used for the storage of any personal property or item that will cause the Lot to appear to be in an unclean or untidy condition, or that would be obnoxious to view, nor shall any substance, thing, or material be kept within the community which emits foul or obnoxious odors, or which disturbs the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No item or planting shall be placed or permitted to remain where it would create a traffic or sight problem. In the event that the growing of marijuana becomes a legal act, marijuana is prohibited from being grown on a lanai, and plant growth lights are prohibited. Owners may not operate drones within the community. No offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners. No outside burning of weed, leaves, trash, garbage, or household refuse shall be permitted within the community.

6.34 Rules and Regulations. The Owners shall comply with all reasonable rules and regulations adopted by the Board relating to the use and maintenance of the Units and the Common Area.

6.35 Waiver. The Board shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Board, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same maybe applied in the future.

## **Article VII** **Party Wall Agreement**

7.1 Party Wall Agreement. The community includes Units which have a common wall with the Unit of an adjacent Lot. These common walls are known as party walls.

7.2 Maintenance of Party Walls. The Association shall be responsible at all times for the maintenance, repair, and rebuilding of party walls, except that the Lot Owners shall be responsible for the finish of the interior surface of the walls.

7.3 Easement. Reciprocal easements are reserved on each adjacent Lot for the party wall and within said party wall for the maintenance of any water line, sewer line, electrical conduit, wires, television cables, or other utilities or similar apparatus and for the support, maintenance, and repair of the roof. Nothing shall be attached to or within said wall which may interfere with the rights of the adjacent owner in and to said wall for the purpose of support of the adjacent structure. In the event that it should be determined that such party wall has been constructed in a location other than directly on the platted Lot line, then the Lot Owner of the adjacent Lot shall be deemed to have granted an easement and license to the other Lot Owner for the continued use of such party wall and the use and occupation of any lands between the Lot line and said party wall, if any, as though said party wall were erected directly on the Lot line. The easements granted herein shall survive any termination of this Declaration.

7.4 Damage or Destruction. In the event of damage or destruction of a party wall from any cause whatsoever, other than the negligence or willful misconduct of one of the Owners of the party wall, or their guests or invitees, then the Association at its expense shall repair and rebuild said party wall. If such maintenance, repair, or construction is required to be done solely because of the negligence or willful misconduct of the Owner(s) using the party wall, the Association shall be entitled to utilize any and all insurance proceeds to correct same, and all rights to insurance proceeds are subrogated for such purpose pursuant to Section 9.3 of this Declaration; if the insurance proceeds are not sufficient, then any expense incidental to the maintenance, repair, or construction shall be born solely by such wrongdoer, and the Association shall be entitled to a lien upon the wrongdoer's Lot for the cost of maintenance, repair, or construction.

## Article VIII Architectural Control

8.1 Members of the Architectural Review Committee. The Architectural Review Committee ("Committee") shall consist of the five (5) members of the Board and a number of Owners who volunteer to serve, with the final decision resting with the Board.

8.2 Architectural Control. No structure, alteration, or improvement of any kind, included but not limited to fences, walls, or other additions, shall be installed, painted, erected, modified, removed or maintained within the community, until the plans and specifications showing the nature, kind, shape, height, materials, and location of same are submitted to and reviewed by the Committee and approved in writing. The Committee shall approve plans submitted only if it deems that the construction, alterations, or additions will not be detrimental to the appearance of the community and that the appearance of any structure or improvement will be in harmony with the surrounding structures and improvements. The Committee may condition its approval as it deems appropriate, and may require the submission of additional plans and specifications or other information prior to approving or disapproving material submitted. Costs, if any, of reviewing such plans will be billed to the requesting party. The Committee may also issue rules or guidelines setting for procedures for the submission of plans for approval and may require such detail in plans and specifications submitted for its review as it deems proper. Once all required materials have been delivered, the Committee shall have thirty (30) days after the delivery of all required materials to approve or reject such plans and specifications, and if not rejected within such thirty (30) day period, said plans and specifications shall be deemed approved. All changes and alterations are subject to any applicable

governmental restrictions and approvals.

8.3 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, and specifications subsequently or additionally submitted for approval.

8.4 Liability of the Board for Architectural Decisions. No Committee member shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in any plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same agrees not to seek any damages or make any claim arising out of approval of plans hereunder, and to indemnify and hold harmless from any cost, claim, damage, expense, or liability whatsoever, including attorneys' fees and court costs, arising out of the approval of any plans, regardless of negligence.

8.5 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- a. Upon the completion of any work for which approved plans are required under this Article VII, the applicant for such approval ("Applicant") shall give written notice of completion to the Committee.
- b. Within sixty (60) days thereafter, the Committee, or its duly authorized representative, may inspect such completed work. If the Committee finds that such work was not affected in substantial compliance within the approved plans, it shall notify the Applicant in writing of such noncompliance, and shall require the Applicant to remedy the same.
- c. If upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the Committee shall determine whether there is a noncompliance and, if it makes such a determination, the Applicant shall remedy or remove the same within a period of time of not more than forty-five (45) days from the date of the Board meeting at which the determination of a noncompliance was made. If the Applicant fails to comply with the Committee's decision with such period, the Board, in its sole discretion, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefor being hereby created), and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board may levy an Individual Assessment against such Applicant for reimbursement, said Assessment to be paid by Applicant within fifteen (15) days of written notice of the levy.
- d. If for any reason the Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of written notice of

completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

8.6 Guidelines to be Employed. The Board together with the Committee has the power to promulgate and amend Architectural Control Guidelines, which the Association shall provide to Owners as required by The Homeowners' Association Act. The Architectural Control Guidelines for the Association shall be enforced by the Committee and the Board where not in conflict with this Declaration. Amendment of the Architectural Control Guidelines by the Board need not be recorded in the Official Records of Sarasota County.

### **Article IX**

#### **Damage or Destruction to Improvements on Common Property or Lots**

9.1 Damage or Destruction. Damage to or destruction of all or any portion of the improvements on the Common Property or Lots shall be handled in the following manner:

- a. In the event of damage or destruction on the Common Property or Lots, if sufficient to effect total restoration, then the Association shall cause such improvements on Common Property or Lots to be repaired and reconstructed substantially as they previously existed.
- b. If the insurance proceeds are within One-Hundred Thousand Dollars (\$100,000) or less of being sufficient to effect the total restoration to the improvements on the Common Property or Lots, then the Association shall cause such improvements on the Common Property or Lots to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners of the Lots and no consent of Owners shall be required.
- c. If the insurance proceeds are insufficient by more than One-Hundred Thousand Dollars (\$100,000) to effect total restoration to the improvements on the Common Property or Lots, then the Members shall determine, by vote of two-thirds (2/3rds) of Member votes present in person or by proxy at a duly noticed Special Meeting of the Members whether to 1) rebuild and restore the improvements on the Common Property or Lots in substantially the same manner as they existed prior to the damage or destruction and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots; 2) to rebuild and restore in a manner which is less expensive than replacing these improvements in substantially the same manner as they existed prior to being damaged; or 3) to not rebuild.

If the decision is made to rebuild in a manner which would result in a change to the improvements, such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special membership meeting. Any proposed changes in the improvements must be submitted to and approved by all appropriate

governmental entities.

If the decision is made not to rebuild, then all Lot Owners shall immediately convey all their right, title, and interest to their respective Lots to the bank trustee selected by the Board, to be held by such trustee in trust. The recording of each such conveyance to the trustee shall be recorded in the Official Records of Sarasota County, and shall have the immediate effect of releasing all liens upon the respective Lots and shall cause their instantaneous transfer to that Lot Owner's share of the Common Surplus to be subsequently distributed by that trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such damage or destruction, shall collect all assets of the Association which are allocable to the Lots and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the community, by whatever means the Board shall deem best, for the highest and best price, for cash or terms, as soon as practicable, consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustees' fees, appraisers' fees, and other costs reasonably incurred, the trustee shall apportion the remaining funds among the Lots in accordance with their respective values prior to such destruction as determined by three (3) real estate appraisers selected by the Board. The trustee shall distribute each Lot's share of said funds jointly to the record title owners of each Lot and the record owners of any mortgages or other liens encumbering such Lot at the time of the recording of its conveyance to the trustee by the Lot Owner. All mortgages and other liens upon the Lots shall be fully released and discharged as provided herein, even though the share of a particular Lot in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title of the Lot shall have priority of payment of the Lot's share of the Common Surplus. Nothing herein provided shall in any way relieve the Lot Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Lot at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens.

- d. Each Owner shall be liable to the Common Property or Lots not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's family, tenants, guests, and invitees, regardless of age. In addition, the Association shall have the right to charge such Owner an additional assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an individual assessment against the Lot and may be collected as provided herein for the collection of Assessments.

**Article X**  
**Insurance**

10.1 Common Property, Individual Lots, and Personal Property of the Association. The Association shall obtain and maintain fire and extended coverage insurance for the full insurable replacement value thereof upon all of the insurable improvements of the entire community, including any buildings, structures, fixtures and other improvements located on the Common Property, the respective Lots and personal property of the Association. The Association may also insure any other real property, whether real or personal, owned by the Association, against loss or damage by fire and other such hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself.

The terms “Lot,” “Property,” “building,” structures,” “fixtures,” “improvements,” “insurable improvements,” “Common Property,” “Association property,” or any other term found in this Declaration which defines the scope of property or casualty insurance that the Association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one (1) Unit, and all air conditioning compressors that service only an individual Unit, regardless of whether or not such compressors are located within the Unit.

The insurance coverage with respect to the Common Property or Lots shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The Association shall maintain flood insurance in at least the amount required by institutional first mortgagees. Except as otherwise provided herein, insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Association’s assessments. The original policy of insurance shall be held by the Association. The Lot Owners shall be furnished with a memorandum or other evidence of the insurance interest. Each Lot Owner shall be personally responsible for insuring his or her own personal property on the Lot or within any Unit that is not covered by the Association policy, unless the Board determines by resolution that such insurance shall be included in the insurance coverage purchased by the Association.

10.2 Replacement or Repair of Community. In the event of damage to or destruction of any part of the Common Property, the Association shall repair or replace same from the insurance proceeds available, subject to the provisions of this Declaration.

10.3 Waiver of Subrogation. As to each policy of insurance maintained by the Association that will not be voided or impaired thereby, the Association hereby waives and releases any claims against the Board, the Owners, and the Association’s management company, with respect to any loss covered by such insurance, whether or not caused by the negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.4 Liability and Other Insurance. The Association shall obtain insurance policies for the following:

- a. Errors and omissions with limits not less than One Million Dollars (\$1,000,000.00).
- b. General liability with limits not less than One Million Dollars (\$1,000,000.00).
- c. Property damage with limits not less than One-Hundred Thousand Dollars (\$100,000.00).
- d. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limits as its shall deem desirable, insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. The Association may also obtain workers' compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board, and the Association's management company from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the Association's assessments.

10.5 Insurance Review and Limits. All insurance policies shall be reviewed at least annually by the Board, and the limits may be increased in its discretion.

**Article XI**  
**Sales, Transfers, or Lease of a Lot**

11.1 Approval. Lots shall not be sold, leased, or transferred without prior written notice to the Association. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. Any lease of a Lot shall provide that the Association shall have the right to terminate the lease upon default by a tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. Subleases of Lots are prohibited. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated.

11.2 Lease Term and Limitations. Lease terms may not be less than one (1) month, and no Unit may be leased more than three (3) times in calendar year.

11.3 Exempt Sales, Leases, Conveyances, and Transfers. Each of the following transactions shall be exempt from the provisions of this Article XI:

- a. A sale, lease, rental conveyance between joint tenants, tenants in common, tenants by the entirety, or members of an immediate family where the grantee is granted a remainder interest in the Lot and is not intended to take immediate possession of the Lot;



- b. Any sale, lease, rental, conveyance, or other transfer by which a person, entity, or Institutional Mortgagee acquires title to a Lot at a foreclosure sale or by deed in lieu of foreclosure; and
- c. Any sale, lease, rental, conveyance or other transfer by an Institutional Mortgage.

11.4 Delinquent Owners Renting. In the event that any Lot Owner renting or intending to rent his or her residence becomes delinquent in paying assessments to the Association, the Association may collect the rent payments directly from the tenants of the residence as provided by Florida law.

## **Article XII** **Covenant Enforcement**

12.1 Enforcement. Subject to statutory pre-suit mediation requirements provided in Chapter 720, Florida Statutes, as amended, these covenants, restrictions, and easements may be enforced by the Association or by any other Lot Owner by filing an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, both at the trial and the appellate levels.

12.2 Violations. Failure of a Lot Owner or any family member, guest, invitee or tenant of a Lot Owner to comply with the Association's restrictions, covenants, or rules and regulations shall be ground for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Lot Owner's liability under applicable law. The offending Lot Owner shall be responsible for all costs of enforcement including reasonable attorney's fees and costs, both at the trial and the appellate levels.

12.3 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him or her in the Dwelling Unit, if such person shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

12.4 Fines. In addition to all other remedies, and to the maximum extent permissible by law, in the sole discretion of the Board, a fine or fines may be imposed upon a Lot Owner for

failure of a Lot Owner, family member, guest, invitee or tenant to comply with any covenant, restriction, rule or regulation, by following the procedures provided in Section 720.305, Florida Statutes, as amended. The Board may impose a fine not in excess of one hundred dollars (\$100). For a violation of a continuing nature, the Board may impose a fine for each day of a continuing violation, not to exceed one thousand dollars (\$1,000.00) in the aggregate. Any fine levied by the committee against an Owner shall be a Special Assessment applicable to the Owner's Lot. Fines shall be paid not later than ten (10) days after giving notice of the imposition of the fine in question.

12.5 Access. The Association shall have the right to access on any Lots or Dwelling Units, between the hours of 8:00 a.m. and 6:00 p.m., upon advance notice to the Lot Owner to determine whether or not a Lot Owner has complied with the provisions of this instrument relating to land use. Every such entry on the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass.

12.6 Liens for Association Repairs. Should the Association undertake any maintenance, repairs, and/or replacement of any Dwelling Unit or Lot, such charges shall be a Special Assessment and constitute a lien upon the property so served until paid.

12.7 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

12.8 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

12.9 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

**Article XIII**  
**Assessments**

13.1 Lands Subject to Assessment. All of the Property is subject to a lien for the Assessments and any Special Assessments as described in this instrument, with the exception of the following lands:

- a. Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by the Association to any governmental body or public or private utility company, as reflected in any plats of The Carriage Homes of Lakeside Plantation or in any document recorded in the Public Records of Sarasota County, Florida;
- b. The Common Areas as more particularly defined in Section 4.1.

13.2 Assessment. The Assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

- a. Annual and special assessments must be fixed at a uniform rate for all Lots.
- b. Each Lot Owner shall be advised each fiscal year in writing, mailed to his address, or delivered electronically as permissible by law, on or before January 1st of each year, as recorded in the records of the Association of:
  - 1) The Association's annual budget.
  - 2) The dollar amount of the payment due and payable by the Lot Owner for the particular year.
  - 3) Any amounts due from or repayable to the Lot Owner with respect to any under expenditure or over expenditure from the prior year's budget.

13.3 Common Expenses. The Common Expenses are the actual and estimated costs of ownership, maintenance, management, operation, repair, and replacement of the Common Property, including reserves for the same to the extent adopted as part of the Association's budget, as provided in the Bylaws, and the actual and estimated costs of carrying out the Association's duties and responsibilities as provided in this Declaration, including, but not limited to:

- a. The costs of any and all metered utilities, cable or master television charges, internet or WiFi services, if any, and other commonly-metered charges for the Common Property;

- b. The costs of management, operation and administration of the Association, including, but not limited to, functions of the Association in accordance with this Declaration and any reserves for such functions, and compensation paid by the Association to managers, accountants, attorneys, and other agents, employees or independent contractors;
- c. The costs of all gardening and other services benefiting the Lots and the Common Property, including all Recreational Facilities thereon;
- d. The costs of fire, casualty, and liability insurance, workers' compensation insurance, directors' errors and omissions insurance, and other insurance covering or connected with the Association, the Common Property, or the Lots;
- e. The taxes paid by the Association, including real property taxes for the Common Property, if any;
- f. The amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Property, if any;
- g. The costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Property, the Association's rights or duties hereunder, and/or for the benefit of the Lot Owners or the community.

13.4 Assessment and Budget. Prior to November 30th of each fiscal year, the Board shall adopt a budget for such calendar year which shall estimate all of the Common Expenses to be incurred by the Association for the fiscal year. The draft budget shall be sent to the members at least thirty (30) days prior to the Board meeting scheduled for approving the budget. The Board shall then establish the Assessment for Common Expenses for each Lot, and shall notify each Owner in writing of the amount, frequency, and due dates of the Assessment for Common Expenses. From time to time during the fiscal year, the Board may modify the budget, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses. If the expenditure of funds for Common Expenses is required in addition to funds produced by Assessments for Common Expenses, the Board may, with approval of the members as required by the Bylaws, make Special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any Special Assessments for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments for Common Expenses be due less than

fourteen (14) days from the date of the notification of such Assessments. This budget and Assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

- a. To pay all ad valorem taxes assessed against Common Areas or Limited Common Areas, and against all personal property owned by the Association.
- b. To pay any other taxes assessed on the Association.
- c. To pay all utility charges incurred in connection with the operation of the Common Areas or Limited Common Areas or the performance of the Association's obligations under this instrument.
- d. To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.
- e. To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.
- f. To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.
- g. To pay operating expenses of the Association, including reimbursement of actual expenses incurred by Officers, Directors, committee members and other approved volunteers.
- h. To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.
- i. To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument.

13.5 Interest and Late Fees. The annual maintenance assessment shall be paid by each owner in equal quarterly installments in advance on the first day of January and on the first day of each quarter thereafter of the year for which the assessments are made. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Lot Owner a late fee of ten percent (10%) of the amount of the Assessment, or Twenty-Five Dollars (\$25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law, from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. No payment by check is deemed received until the check has cleared.

13.6 Acceleration of Assessments. If any Lot Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such Owner to pay to the Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Lot Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments for Common Expenses, and/or for all other Assessments payable to the Association.

13.7 Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees, costs, and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County. Upon payment in full of all sums secured by the lien, the Association shall record a satisfaction of the lien.

13.8 Collection and Foreclosures. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including, but not limited to reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien.

13.9 Working Capital Contribution. Upon the conveyance from each Lot Owner to any transferee, the transferee shall pay to the Association a one-time, non-refundable sum equal to two-hundred fifty Dollars (\$250.00) as a working capital contribution ("Contribution"). The Contribution shall not be considered an advance payment of assessments and shall be placed in a working capital fund. The due date for such payment shall be the date of the closing of the conveyance. For the purposes of this Section 13.9, the term "conveyance" shall mean any transfer of record legal title to a Lot, by deed or other legal means, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed or a land contract. "Conveyance" shall not refer to a transfer of title resulting from foreclosure of a lien, or a deed in lieu of foreclosure, or the death of the transferor, nor to a transfer of title to a trustee, or a corporation, or the transferor's current spouse, without changing occupancy, solely for estate planning or other financial or tax reasons.

**Article XIV**  
**Amendments to the Declaration**

14.1 Vote Required. This Declaration may be amended at any time by the affirmative vote of the majority of the Lot Owners. Notice of the subject matter or proposed amendment shall be included in the notice of the meeting at which the proposed amendment is considered. Notice to the membership of a recorded amendment shall be made as provided in Florida Statutes Section 720.306(1)(b), as amended.

14.2 Restrictions on Amendments. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners affected by such amendment join in the execution of the amendment. No amendment may be made which adds or amends any material provision of this Declaration, the Articles, or the Bylaws, which establish, provide for, govern or regulate voting, Assessments, Assessment liens or subordination of such liens, or any provisions which are for the express benefit of institutional lenders except for amendments granting or expanding the rights or protections of the foregoing, except with the consent of any institutional lenders as required by Chapter 720, Florida Statutes, as amended.

14.3 Correction of Errors. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board of Directors without the consent of the Members.

**Article XV**  
**Additional Provisions**

15.1 Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument. In the event of any conflict between the Articles and the Bylaws and/or this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

15.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any Section or other provisions of this Declaration, the Articles, or Bylaws shall not affect the validity of the remaining portions.

15.3 Gender. Unless otherwise so required, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**[SEE CERTIFICATE FOR SIGNATURE PAGE]**

EXHIBIT "A"

Lots 1 through 23, inclusive, and Lots 84 through 100, inclusive, of the First Replat of Lakeside Plantation, according to the plat thereof, as recorded in Plat Book 42, Pages 12 and 12A, of the Public Records of Sarasota County.



This instrument prepared by:  
Cindy Hill, Esq.  
Hill Law Firm, P.A.  
456 S. Tamiami Trail  
Osprey, FL 34229

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
THE CARRIAGE HOMES OF LAKESIDE PLANTATION HOMEOWNERS  
ASSOCIATION, INC.**

KNOW ALL PERSONS BY THESE PRESENTS:

That heretofore, THE CARRIAGE HOMES OF LAKESIDE PLANTATION HOMEOWNERS ASSOCIATION, INC. was formed by the recording of the Declaration of Covenants, Restrictions, and Easements for The Carriage Homes of Lakeside Plantation (the "Original Declaration"), in Official Records Instrument #2003214124, et seq., of the Public Records of Sarasota County, Florida.

These are the Amended and Restated Articles of Incorporation of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. The original Articles of Incorporation were submitted to the Secretary of State of the State of Florida on October 22, 2003. The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. has been organized pursuant to Chapter 720, Florida Statutes, for the maintenance, operation, and management of The Carriage Homes of Lakeside Plantation, located in Sarasota County, Florida.

Pursuant to Section 720.306, Florida Statutes, these Articles of Incorporation of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Articles of Incorporation of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. ("Articles of Incorporation").

**This is a substantial rewording of the Articles of Incorporation. See original Articles of Incorporation text and prior amendments for text that is amended by this document.**

**Article I**  
**Name**

The name of this corporation shall be THE CARRIAGE HOMES OF LAKESIDE PLANTATION HOMEOWNERS ASSOCIATION, INC. hereinafter referred to as "the Association."

**Article II**  
**General Nature of Business**

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the subdivision known as The Carriage Homes of Lakeside Plantation, located in Sarasota County, Florida, and to perform all acts provided in the Original Declaration of said Subdivision, originally recorded in Official Record

Instrument #2003214124, of the Public Records of Sarasota County, and all amendments thereto, and pursuant to Chapter 720, Florida Statutes as amended.

**Article III**  
**Powers**

The Association by and through its Board of Directors (“Board”) shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida law and the Declaration and Bylaws, including, but not limited to the following:

1. To make, amend and collect annual and special assessments against Members to defray the cost, expenses and losses of the Association.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To make and amend reasonable rules and regulations regulating the use of the property.
4. To enforce by legal means the provisions of the Florida law, the Declaration, these Articles of Incorporation, Bylaws and the rules and regulation for the use of the property.
5. To operate, maintain, repair, and improve all Common Areas, and such other portions of the Community as may be determined by the Board.
6. To levy fines for violation of approved rules and regulations, or violations of the provisions of the Declaration, these Articles of Incorporation or Bylaws, all as set forth in the Bylaws.
7. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair, and/or replace real and personal property.
8. To contract for the management, operation and administration of the Association and to delegate to such contractor all powers and duties of the Association, except as specifically required by the Declaration to be performed by or have the approval of the Board or the Membership of the Association.
9. To employ personnel for reasonable compensation to perform the services as required for the proper administration of the purposes of the Association.
10. To enter into agreements for construction of recreation facilities, and other amenities or facilities for the benefit of the Lot Owners and to borrow money for the purpose of carrying out such construction, and to mortgage, lease or otherwise provide security for the repayment of said funds.

**Article IV**  
**Members**

The Members of the Association shall consist of all persons owning a Lot in The Carriage Homes of Lakeside Plantation as evidenced by a duly recorded deed or other appropriate instrument of conveyance, in the Public Records of Sarasota County, Florida. Membership in the Association shall terminate automatically and immediately as a Member's interest in the title terminates.

Each change of Membership in the Association shall be established by delivery to the Association's Secretary of a copy of the recorded deed or other instrument of conveyance.

**Article V**  
**Voting Rights**

Each Lot shall be entitled to one vote at Association meetings, as provided in the Bylaws or Declaration, notwithstanding that the same Lot Owner may own more than one Lot. The manner of exercising voting rights shall be determined by the Bylaws.

**Article VI**  
**Existence**

The Association shall exist perpetually unless dissolved according to law.

**Article VII**  
**Registered Office and Registered Agent**

The office of the Association is c/o Advanced Management of SW FL, Inc., 899 Woodbridge Drive, Venice, FL 34293. The Association's Registered Agent is currently Advanced Management of SW FL, Inc., 899 Woodbridge Drive, Venice, FL 34293. The Board may change the Association's registered agent and office in the manner provided by the Florida Department of State's Division of Corporations pursuant to its website, currently [www.sunbiz.org](http://www.sunbiz.org).

**Article VIII**  
**Board of Directors**

The affairs of the Association shall be managed by a Board of Directors consisting of a number of directors of no less than three (3) and not more than five (5); however, the Board shall always consist of an odd number of directors. Any change to the total number of Board members shall be made by the Board at a duly noticed Board meeting. Such meeting shall be held prior to the first notice of the Association's annual membership meeting, or the first notice of any special membership meeting at which Board elections will be held.

Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws and by Florida Law. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws and by the Florida law.

**Article IX**  
**Officers**

The affairs of the Association will be managed by the Officers whose positions and duties are set forth in the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Association, and shall serve at the pleasure of the Board.

**Article X**  
**Indemnification**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses, liabilities, and settlements, including attorney's fees reasonably incurred by or imposed upon him in connection with any legal or administrative proceeding to which he may become involved by reason of him being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time of the expenses, unless the Director or Officer is adjudged by a Florida court of competent jurisdiction to have committed gross negligence, fraud, willful misfeasance and/or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such Director or Officer may be entitled whether by statute, by common law, or otherwise.

The Association may also elect to indemnify any committee member or other appointee or volunteer if it believes such indemnification shall be in the best interests of the Association and the Membership. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of such person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

**Article XI**  
**Bylaws**

The Bylaws of the Association may be amended, altered or rescinded by the Association in the manner provided for in the Bylaws.

**Article XII**  
**Amendments**

The Association may amend any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of the Members, and all rights conferred upon the Members herein are granted subject to this reservation: provided however, that no amendment shall make any changes in the qualification for Membership or voting rights of the Members

without the written approval of all Members and the joinder of all record owners of the mortgages upon the Lots. No amendment shall be made which is in conflict with Florida law or the Declaration.

**[SEE CERTIFICATE FOR SIGNATURE PAGE]**

This instrument prepared by:  
Cindy Hill, Esq.  
Hill Law Firm, P.A.  
456 S. Tamiami Trail  
Osprey, FL 34229

**AMENDED AND RESTATED BYLAWS OF**  
**THE CARRIAGE HOMES OF LAKESIDE PLANTATION**  
**HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, THE CARRIAGE HOMES OF LAKESIDE PLANTATION HOMEOWNERS ASSOCIATION, INC. was formed by the recording of the Declaration of Covenants, Restrictions, and Easements for The Carriage Homes of Lakeside Plantation (the "Original Declaration"), in Official Records Instrument #2003214124, of the Public Records of Sarasota County, Florida.

These are the Amended and Restated Bylaws of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. The original Bylaws were submitted to the Secretary of State of the State of Florida on October 22, 2003. The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. has been organized pursuant to Chapter 720, Florida Statutes, for the maintenance, operation, and management of The Carriage Homes of Lakeside Plantation subdivision, located in Sarasota County, Florida.

Pursuant to Section 720.306, Florida Statutes, the Bylaws of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. ("Bylaws").

**This is a substantial rewording of the original Bylaws. See original Bylaw text and prior amendments for text that is amended by this document.**

**Article I**  
**Identity**

These are the Bylaws of The Carriage Homes of Lakeside Plantation Homeowners Association, Inc. ("the Association"). The Association was incorporated under the laws of the State of Florida on October 22, 2003.

**Article II**  
**Name and Purpose**

Section 2.1 Purpose of the Association. The Association has been organized for the purpose of promoting the health, safety, and welfare of the Owners of Lots located within The Carriage Homes of Lakeside Plantation, a subdivision in Sarasota County, Florida, and performing all duties assigned to it under the provisions of the Original Declaration, as amended. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation

of the Association and to the terms, provisions, conditions and authorizations contained in the Original Declaration, as amended.

Section 2.2 Definitions of terms used in these Bylaws. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in that instrument. If a definition is not so defined within these Bylaws, the Articles of Incorporation or the Declaration, then the definition found in Florida Statutes Chapter 720, as so amended, will be the definition to these Bylaws, the Articles of Incorporation and the Declaration.

### **Article III** **Membership, Voting, and Proxies**

Section 3.1 Qualification. The qualification of Members, the manner of their admission to Membership and termination of such Membership, and voting by the Members shall be as set forth in these Bylaws and the Declaration.

Section 3.2 Proxies. Votes may be cast in person, by proxy, or by written ballot. Proxies shall be valid only for the particular meeting designated thereon and any adjournments of said meeting provided such adjourned meetings occur within ninety (90) days of the original meeting, and must be filed with the Secretary (or other person designated by the Secretary) at or before the designated time of the meeting. Each proxy shall be revocable at any time at the pleasure of the Lot Owner executing it.

Section 3.3 Voting Representative. If a Lot is owned by one (1) person, the right to vote shall be established by the record Lot Owner. If a Lot is owned by more than one (1) person, any record Owner shall be entitled to vote for the Lot. If the joint Owners cannot agree on who shall vote or how to vote on a matter, no vote may be cast. If the Owner is a corporation, the officer or employee thereof entitled to cast the vote with respect to the Lot owned by such corporation shall be designated in a voting certificate signed by the President or Vice President and attested to by the Secretary of the corporation, and filed with the Secretary of the Association. If the Lot Owner is a general or limited partnership, or a trustee, the partner or trustee thereof entitled to cast the vote shall be designated in a voting certificate signed by the trustee, a general partner or all limited partners, as the case may be, and filed with the Secretary of the Association (or other person designated by the Secretary). If such voting certificate for a corporation or a partnership is not on file with the Secretary of the Association, the Lot Owner concerned shall not be considered in determining the requirement for a quorum nor shall the vote thereof be considered.

Section 3.4 Delinquent Lot Owners. If any assessment or portion thereof imposed against an Owner remains unpaid for thirty (30) days following its due date, such Lot Owner's voting rights in the Association shall be automatically suspended until all past due assessments and other financial obligations due are paid, upon which time the Lot Owner's voting rights shall be automatically reinstated.

Section 3.5 Member Approval of Agenda Items. Except as otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, or where the same

may otherwise be required by law, the affirmative vote of the majority of Members present at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

Section 3.6 Notice Information. The Association shall be entitled to give all notices required to be given to the Members of the Association to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown in the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

#### **Article IV** **Annual and Special Meetings of Members**

Section 4.1 Annual Meeting. An annual meeting of the Membership of the Association shall be held at a place and time chosen by the Board of Directors on the first Wednesday in the month of February. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

Section 4.2 Special Meetings. Special meetings of the Members of the Association shall be held whenever called by the President or Vice President, by a majority of the Board of Directors or by at least one-third (1/3rd) of the total Voting Interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the special meeting.

Section 4.3 Notice of Member Meetings. Notice of all Members' meetings, annual or special, shall be given by the President, Vice President, or Secretary or by such other Officer of the Association as may be designated by the Board. Such notice shall be mailed, delivered or electronically transmitted to each Member, as required by Florida law, and shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than fourteen (14) days prior to the date set for such meeting.

- (a) If presented personally, a receipt of such notice shall be signed by the Member indicating the date on which such notice was received.
- (b) If mailed, such notice shall be deemed to be properly given when deposited in the United States mail and addressed to the Member at the address as it appears on the records of the Association.
- (c) If a Lot is transferred after the notice is mailed, the transferee need not be notified. Proof of such mailing may be given by the affidavit of the person giving the notice and filed in the Association's minute book.
- (d) Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of notice to such Member.



(e) Notice may be given by facsimile or email with proof of transmission by affidavit by the Secretary of the Association.

Section 4.4 Quorum. One third (1/3rd) of the total voting interests represented in person or by proxy shall constitute a quorum.

Section 4.5 Lack of a Quorum. If any Members' meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Prior to adjournment, an announcement must be made stating the time and place for the reconvened meeting, which announcement shall serve as notice of the rescheduled meeting.

Section 4.6 Member Meeting Chairman. At meetings of the Membership, the President, or in his or her absence, the Vice President, shall preside, or in the alternative, the Board shall select a chairman.

Section 4.7 Order of Business. The order of business at annual and all other member meetings shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a Chairman of the meeting;
- (c) *Proof of Notice of the meeting or waiver of notice, if applicable;*
- (d) Reading of meeting minutes;
- (e) Officers' reports;
- (f) Committee reports;
- (g) *Appointment of inspectors of elections, if applicable;*
- (h) Elections of directors, if applicable;
- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

Section 4.8 Lot Owners' Right to Record and Speak at Member Meetings. Any Lot Owner may tape record or videotape a meeting of the Members subject to such reasonable rules adopted by the Board. Members have a right to speak for up to three (3) minutes at all Membership meetings on any agenda item and on all other items opened for discussion.

**Article V**  
**Board of Directors**

Section 5.1 Number of Directors and Terms of Offices. The affairs of the Association shall be managed by a Board of Directors consisting of a number of at least three (3) but not more than five (5) Directors, and at all times an odd number. Directors must be Members of the Association or a person exercising the rights of a Lot Owner who is not a natural person. Any change to the total number of Board members shall be made by the Board at a duly noticed Board meeting. Such meeting shall be held prior to the first notice of the Association's annual membership meeting, or the first notice of any special membership meeting at which Board elections will be held.

Each Director shall serve for a term of two (2) years. Directors shall be elected in such a manner at the annual meetings so that the number of directors serving on the Board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of the members.

Section 5.2 Replacement of Directors. If the number of Board Directors drops below the number of Directors chosen by the Board, the Secretary may receive nominations for a new Director from the present Board of Directors. The nominations shall be voted upon at the next Board meeting. The vacancy will be filled only to the end of the particular Board Director's term.

Section 5.3 Election of Directors. Election of new directors or election of current directors to additional terms will occur as the first item of business at the annual meeting of the Association. The membership shall be notified of the opportunity to be a candidate for a position on the Board as provided in Chapter 720, Florida Statutes. Nominations for the election may be taken from the floor at the Annual Meeting. Directors will be elected by a majority vote of the members in attendance. The persons receiving the largest number of votes shall be elected. The ballots used for the election shall contain the names of the nominees, as well as spaces for persons nominated from the floor at the Annual Meeting, and shall contain a description of the number of vacancies eligible to be filled by the election. Election ballots may be cast by a proxy holder in the event a Member is unable to attend the Annual Meeting.

Section 5.4 Certification. Upon election, all Board members are required to provide or obtain certification pursuant to Section 720.3033, Florida Statutes, as amended.

Section 5.5 Resignation of Directors. Resignation from the Board must be in writing and received by the Secretary.

Section 5.6 Recall. Directors may be removed from the Board with or without cause by the procedures set in Section 720.303, Florida Statutes, as amended from time to time.

Section 5.7 Delinquent Directors. Any Lot Owner who is delinquent in the payment of any assessment, fee, fine, or other monetary obligation to the Association for more than ninety

(90) days is not eligible for Board membership. Any Board member position that opens pursuant to this Section shall be filled and served as provided in Section 5.2, above.

**Article VI**  
**Meetings of Directors**

Section 6.1 Organizational Meeting. An organizational meeting of the Board shall be held within ten (10) days of the annual meeting of Members, at which time the Directors shall appoint the Officers of the Association.

Section 6.2 Regular Board Meetings. Regular meetings of the Board shall be held at such time and place as is provided by appropriate resolution of the Board.

Section 6.3 Special Board Meetings. Special meetings of the Board shall be held when called by an Officer of the Association or by a majority of Directors.

Section 6.4 Quorum and Minutes. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. Board members may attend a Board meeting by speakerphone, Skype, or other inclusive technology or internet service as long as all Board members can be heard by owners in attendance at the Board meeting. Minutes shall be kept for all Board meetings.

Section 6.5 Notice of Board Meetings. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone, email or telegram, at least forty-eight (48) hours prior to the day named for such meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived. Notice may be waived in writing by any Board member, except in an emergency. Notice of Board meetings shall be provided to the Lot Owners using one of the following methods:

- (a) Notice may be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of the meeting, except in an emergency;
- (b) Publication or provision of a schedule of Board meetings; or,
- (c) Notice may be mailed or delivered to all Lot Owners at least seven (7) days prior to the meeting. Owners who have granted the Association authorization to contact them electronically may be noticed in that manner.

However, notice must be mailed, delivered or electronically transmitted to the Members of any meeting at which Special Assessments are to be considered or proposed Rules and Regulations may be adopted or revised. Such notice shall contain a statement of the nature of such Assessment and/or proposed rule and given in writing to each Member not less than fourteen (14) days prior to the date of the meeting.

Section 6.6 Joinder in Meeting by Approval of Minutes. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend, but such action may not be used for the purposes of creating a quorum.

Section 6.7 Members' Right to Attend Board Meetings. All meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the meeting would be governed by the attorney-client privilege. Members shall have the right to speak at Board meetings as permitted by law.

Section 6.8 Owners' Petition for a Board Meeting. If twenty percent (20%) of the total voting interests petition the Board in writing to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all members fourteen (14) day notice of the meeting at which the petitioned item shall be addressed. Each member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 6.9 Order of Business. The order of business at Board meetings shall be:

- (a) Proof of meeting notice;
- (b) Reading of unapproved minutes;
- (c) Officer's and committee reports;
- (d) Election of Officers, if applicable;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Section 6.10 No Voting by Ballot or Proxies. Directors may not vote by proxy or secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers upon the agreement of a majority of the Board.

## Article VII Officers

Section 7.1 Officers. The Officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, each of whom shall be elected by the Board. Such Assistant Officers as may be deemed necessary may be elected by the Board. The President and the

Secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of an Owner that is not a natural person.

Section 7.2 Election of Officers. All of the Officers of the Association shall be elected annually by the Board at the organizational meeting of the Board. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until a successor has been duly elected and qualified or until the Officer's earlier death, resignation, or removal.

Section 7.3 Vacancies. Except for recalls, which vacancies must be filled in accordance with Florida Statutes Section 720.303, a vacancy in any office because of death, resignation, or other termination of service may be filled by the Board for the unexpired portion of the term.

Section 7.4 Removal of Officers. All Officers shall hold office at the pleasure of the Board and may be removed by a majority of the Board of Directors.

Section 7.5 Duties of the President. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds, and all other written instruments affecting the Common Areas.

Section 7.6 Duties of the Vice President. The Vice President so designated by the Board shall perform all the duties of the President in his absence. The Vice President shall perform such other acts and duties as may be assigned by the Board of Directors.

Section 7.7 Duties of the Secretary. The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall keep the records of the Association. The Secretary shall maintain a roster of the names of all Members of the Association, together with the addresses as registered by such Members. These duties may be delegated to the Association's manager with the approval of the Board.

Section 7.8 Duties of the Treasurer. The Treasurer shall receive and deposit in appropriate institutional accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board; provided, however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may not transfer funds amongst the accounts of the Association without Board approval. The Treasurer, or his/her appointed agent, shall keep proper books of accounting and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a Member. These duties may be delegated to the Association's manager with the approval of the Board.

Section 7.9 Manager and Employees. The Board may employ the services of a manager and other employees and agents as they shall determine appropriate to actively manage, operate, and care for the Common Areas, with such powers and duties and at such compensation as the Board may deem appropriate and provided by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the Board.

Section 7.10 Compensation. Neither Directors nor Officers shall be compensated for service on the Board of Directors except as permissible by law.

Section 7.11 Liability and Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association as provided in the Articles of Incorporation.

### **Article VIII** **Fiscal Management**

Section 8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.2 Annual Budget and Special Assessments. The Board shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual Assessment based thereon against each Lot subject to the Assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board, at any time in their sole discretion, to levy an Emergency Special Assessment in the event of an emergency need for funding, or restricting the right of the Board to propose a General Special Assessment to the Membership for its approval in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management, or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

Section 8.3 Assessments. Notice of the Annual Maintenance Assessments levied against each Lot, together with a copy of the budget as adopted by the Board, shall be made available to each Member as set forth in the Declaration. Annual Maintenance Assessments are invoiced quarterly, beginning on January 1 of each year, and are late if not paid within ten (10) days. If a Member shall be delinquent in the payment of an Assessment due, the amount remaining shall bear interest from the due date at the highest rate of interest permitted by law and shall be subject to such late charges as may be established by uniform administrative Rules and Regulations of the Board. The Association is also granted the power to file in the Public Records of Sarasota County, Florida, a written claim of lien against any Lot for which there remains any unpaid assessment, interest, and/or charges as provided herein. The Association may additionally suspend a Lot Owner's use of the Common Elements as permitted by the Homeowners' Association Act.

Section 8.4 Association Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of a majority of the members of the Board. The Board may authorize the pledge and assignment of any regular or Special Assessment and the lien rights of the Association as security for the repayment of such loans.

Section 8.5 Signatories. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officer, Directors or agents of the Association and in such a manner as shall from time to time be determined by resolution of the Board.

Section 8.6 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select. All such depositories shall be FDIC insured.

Section 8.7 Fidelity Bonds. Fidelity bonds may be required by the Board for all Officers and employees of the Association and from any person handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid for by the Association and shall be a Common Expense of the Association.

Section 8.8 Financial Reports. The Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year and so notify each Member that the financial report is available and prepared in accordance with the requirements of Florida Statutes Section 720.303, as amended from time to time.

## **Article IX** **Fines and Enforcement**

9.1 Authority to Levy Fines. In addition to other enforcement remedies provided by the Association, the Association may levy and impose a fine for each violation by the owner, or the owner's tenant, invitee, occupant, licensee, guest or visitor, of the Declaration, these Bylaws, or the rules and regulations. A fine shall not become a lien against a unit unless otherwise provided in the Homeowners' Association Act.

9.2 Notice of Hearing. After levying a fine, the Board shall provide written notice to the unit owner and the person sought to be fined at least fourteen (14) days in advance of the hearing before a committee. The notice shall be sent by regular mail or by certified mail, return receipt requested. Notice shall be complete upon mailing. The notice shall include the following: a statement of the date, time and place of the hearing; a short statement of the provisions of the Declaration, Bylaws, or rules and regulations which have been allegedly violated; and a short plain statement of the matter(s) asserted by the Association to constitute the violation.

9.3 Due Process. The party against whom a fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and verbal argument on all issues involved and shall have an opportunity at a hearing before a committee to review, challenge, and respond to any material considered by the Association. Hearsay shall be admissible; however, the committee shall determine what weight, if any, it is given. The hearing shall be conducted before a panel of at least three (3) unit owners appointed by the Board, who shall be referred to collectively as the Fining Committee. None of the members of the Fining Committee may simultaneously be serving as a Board director or a person simultaneously residing in any director's household. If the Fining Committee, by majority vote, which may be taken by secret ballot, rejects the fine, a fine may not be imposed. The Fining Committee's determination shall be transmitted to the Board, which shall impose the fine if it is confirmed by the Fining Committee. After a fine is imposed, the Association shall provide a written demand for payment to the person fined. The Board may adopt additional rules, regulations and policies to fully

implement the Association's fining authority. The Association shall substantially comply with these requirements.

9.4 Amount of Fine. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing. However, no continuing fine shall in the aggregate exceed \$1,000, unless otherwise authorized by the Homeowners' Association Act.

9.5 Payment of Fine. The owner of a unit upon which a fine has been imposed shall be jointly and severally liable for the payment of a fine levied against the owner's tenant, invitee, occupant, licensee, guest or visitor. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the owner's account for a period not to exceed ten (10) years. The Owner shall be liable for all attorneys' fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. Any partial payments received by the Association shall be first applied against accrued interest, then attorneys' fees and costs, and then to the unpaid fine or fines.

#### **Article X** **Official Seal**

The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word "Florida," the words "Corporation Not-For-Profit," and the year of incorporation.

#### **Article XI** **Official Records**

The books, records, and other papers of the Association shall be available at the Association's office and subject to inspection by any of the Association Members during regular business hours. The official records of the Association maintained at the Association's office shall comply as required by Florida law. As permissible by Florida law, the Board of Directors may adopt written rules governing the frequency, time, location, records to be inspected, and manner of inspections, including imposing a charge for copying costs.

#### **Article XII** **Amendments**

These Bylaws may be amended by a simple majority vote of the Association's voting interests at the Annual Meeting or at any special meeting of the Members. An amendment to these Bylaws may be proposed by the Board or at least a majority of the Association's Members. Upon successfully obtaining the Membership approval required herein, the Bylaw amendment along with a duly-executed certificate of amendment shall be recorded in the Public Records of Sarasota County, Florida. Upon the recording of the amendment and certificate of amendment in the Public Records, the amendment shall be legally effective.



**Article XIII**  
**Rules and Regulations**

The Board may from time to time adopt such uniform administrative Rules and Regulations governing the details of the operation of the Association, and restrictions upon and requirements regarding the use and maintenance of the Lots and of the Common Areas as may be deemed necessary and appropriate from time to time to assure the enjoyment of all the Lot Owners and to prevent unreasonable interference with the use of the Lots and the Common Areas, as shall not be inconsistent with the Declaration, Articles of Incorporation, and these Bylaws.

**Article XIV**  
**Committees**

The committees of the Association shall be established by the Board as needed for resolution of matters not handled as routine business of the Association. Unless otherwise provided herein, each committee shall consist of individuals appointed by the Board. Notice for committee meetings shall be as required by Florida law.

**Article XV**  
**Parliamentary Rules**

Robert's Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association, the Board and committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these Bylaws.

**Article XVI**  
**Conflict**

The governing documents shall control in the following order of priority: Declaration; Articles of Incorporation; these Bylaws; and Rules and Regulations. In the event of any conflict between the provisions hereof and Chapter 720, Florida Statutes, that Chapter shall control.

**Article XVII**  
**Construction**

The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the subdivision. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

**[SEE CERTIFICATE FOR SIGNATURE PAGE]**