

TABLE OF CONTENTS

Original Declaration of Covenants and Restrictions; dated April 10, 1997 and recorded on June 4, 1997;

First Amendment to Declaration of Covenants and Restrictions; dated February 17, 1998 and recorded on March 18, 1998;

Second Amendment to Declaration of Covenants and Restrictions dated October 25, 1998 and recorded on October 29, 1998;

Third Amendment to Declaration of Covenants and Restrictions dated September 11, 2002 and recorded on November 11, 2002;

Certificate of Amendment of Recording Bylaws of Oak Court Association Inc. dated April 1, 2005 and recorded on April 12, 2005;

Fourth Amendment to Declaration of Covenants and Restrictions dated June 8, 2009 and recorded on June 15, 2009;

Fifth Amendment to Declarations of Covenants and Restrictions dated June 10, 2011 and recorded on June 13, 2011;

Sixth Amendment to Declaration of Covenants and Restrictions dated June 30, 2017 and recorded on July 10, 2017;

Seventh Amendment to Declaration of Covenants and Restrictions dated April 3, 2018 and recorded on April 10, 2018;

Eighth Amendment to Declaration of Covenants and Restrictions dated March 22, 2019 and recorded on April 5, 2019;

Notice of Preservation of Declaration of Covenants and Restrictions dated November 19, 2021 and recorded on January 11, 2022;

Oak Court Rules and Regulations revised and updated August 27, 2024;

Attachment to Oak Court Rules and Regulations regarding hurricane protection;

Attachment to Oak Court Rules and Regulations regarding paint palette

**ORIGINAL DECLARATION OF COVENANTS AND
RESTRICTIONS OF OAK COURT
DATED APRIL 10, 1997
RECORDED ON JUNE 4, 1997**

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

•• OFFICIAL RECORDS ••
BOOK 2977 PAGE 1324

OAK COURT

THIS DECLARATION OF COVENANTS AND RESTRICTIONS OF OAK COURT is made this 10 day of APRIL, 1997, by POLO CLUB ASSOCIATES, a Florida General Partnership, hereinafter "DECLARANT".

DECLARANT owns the property described herein, and intends to develop the property as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION will also establish an association which will own, operate and/or maintain various portions of the property and improvements constructed within the property, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the association will be shared by the owners of the property, who will be members of the association.

NOW, THEREFORE, DECLARANT hereby declares that the SUBJECT PROPERTY, as herein defined, and such additions as may hereafter be made pursuant to the terms of this DECLARATION, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. **DEFINITIONS.** The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.01 **ARTICLES** means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

1.02 **ASSESSMENT** means the amount of money which may be assessed against an OWNER for the payment of the OWNER'S share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 **ASSOCIATION** means the corporation established pursuant to the Articles of Incorporation attached hereto as an exhibit.

1.04 **BOARD** means the Board of Directors of the ASSOCIATION.

✓ #301, Return to Sup, Board Records

which the SUBJECT PROPERTY is located. In addition, in the event any PERSON who obtains title to all the SUBJECT PROPERTY then owned by DECLARANT as a result of the foreclosure of any mortgage or deed in lieu thereof, such PERSON may elect to become the DECLARANT by a written election recorded in the public records of the county in which the SUBJECT PROPERTY is located, and regardless of the exercise of such election, such PERSON may appoint as DECLARANT any third party who acquires title to all or any portion of the SUBJECT PROPERTY by written appointment recorded in the public records recorded in the county where the SUBJECT PROPERTY is located. In any event, any subsequent DECLARANT shall not be liable for any defaults or obligations incurred by any prior DECLARANT, except as same may be expressly assumed by the subsequent DECLARANT.

1.10 DECLARATION means this document as it may be amended from time to time.

1.11 INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT, or which encumbers any portion of the SUBJECT PROPERTY which is owned by DECLARANT, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER, and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to first mortgagees hereunder, whether or not such mortgage is a first mortgage.

1.12 LOT means any parcel of land located within the SUBJECT PROPERTY, which has been or is intended to be conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and shall include any UNIT constructed upon the LOT.

1.13 OWNER shall mean and refer to the record owner(s) of fee title to a Lot.

1.14 PERSON means an individual, corporation, partnership, trust, or any other legal entity.

1.15 SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which initially is the property described in Exhibit "A" attached hereto, and includes any UNITS or improvements constructed thereon.

1.16 UNIT means the residential dwelling constructed upon a lot including any accessory buildings or structures such as pools, screen cages, or fences.

1.05 BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.

1.06 COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or that is declared to be a COMMON AREA by this DECLARATION. The COMMON AREA shall include the surface water management system. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, roads, entrance ways parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.07 COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to the following:

1.07.01 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

1.07.02 Expenses of obtaining repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

1.07.03 Expenses incurred in connection with the administration and management of the ASSOCIATION.

1.07.04 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.07.05 Any amounts payable by the ASSOCIATION to any other association or governmental authority.

1.07.06 Notwithstanding anything contained herein to the contrary, no general funds of the ASSOCIATION shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extrajudicial action except for: (i) imposition, enforcement, and collection of Assessments, including lien rights, pursuant to Article 7.01.03 hereof, (ii) collecting debts owed to the ASSOCIATION, (iii) bringing any contest or appeal to tax assessments relating to any property owned by the ASSOCIATION, (iv) actions brought by the ASSOCIATION to enforce the provisions of the DECLARATION, and (v) counterclaims brought by the ASSOCIATION in proceedings instituted against it; unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 80% of the total votes of all Members of the ASSOCIATION in existence at any time.

1.08 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.09 DECLARANT means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in

1.17 Undeveloped Parcel. That certain real property described on Exhibit "B" attached hereto and by this reference made a part hereof, which is presently an unimproved and undeveloped parcel of land that the Developer may develop, improve and, by annexation, subject to this DECLARATION.

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

2.01 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "C". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

2.02 BYLAWS. A copy of the BYLAWS is attached as Exhibit "D." No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

2.03 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

2.04 Approval or Disapproval of Matters. Whenever the decision of the OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS, except as otherwise provided herein.

2.05 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.06 Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on ninety (90) days or less written notice.

2.07 Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established and transferred as provided by the ARTICLES and the BYLAWS.

2.08 OWNERS Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.01 Conveyance of COMMON AREAS to ASSOCIATION.

3.01.01 By DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the ASSOCIATION as COMMON AREA, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.

3.01.02 By Any Other PERSON. Any other PERSON may also convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of the county in which the SUBJECT PROPERTY is located.

3.02 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by DECLARANT or the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS appurtenant to the title to their PROPERTY.

3.03 Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon and/or across any property owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

3.04 Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time,

provided, however, that the approval of eighty percent (80%) of the votes of the OWNERS shall be required for any addition, alteration or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to one and one-half (1 ½) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time at DECLARANT's expense.

3.05 Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

3.06 Taxes. The ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.07 Insurance. The ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows:

3.07.01 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the ASSOCIATION, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The ASSOCIATION shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least eighty percent (80%) of the votes of the OWNERS. The hazard insurance purchased by the ASSOCIATION shall not include any UNIT, or any improvement constructed upon a LOT by any OWNER.

3.07.02 Comprehensive General Liability Insurance protecting the ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

3.07.03 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the ASSOCIATION or any managing agent, which coverage shall be at least equal to the sum of three (3) months' assessments on all units plus reserve funds.

3.07.04 Such other insurance for COMMON AREAS as may be desired by the ASSOCIATION, such as flood insurance, errors and

wetlands, retention areas, culverts and related appurtenances. If the drainage easements and structures are not adequately maintained in accordance with County standards, the County shall have the right but not the obligation to go on the property and perform all necessary operation, maintenance, and repair functions. All expenses of such operation, maintenance, and repair shall become a lien against the property which may be foreclosed by the County. The ASSOCIATION shall maintain all private streets including the maintenance of all traffic control and street name signs.

3.10.02 Landscaping and Irrigation. In addition to all landscaping and irrigation in the COMMON AREAS, the ASSOCIATION shall maintain the landscaping and the irrigation on all LOTS. However, the BOARD shall grant an exemption from the provision to maintain an OWNER'S lot provided that an owner has agreed to meet the lawn maintenance and irrigation maintenance schedules periodically established by the BOARD. If an OWNER agrees to meet the maintenance schedules for the lawn areas and irrigation system on OWNER'S lot, the ASSOCIATION shall reduce the OWNER'S maintenance assessments by the amount of the cost to the ASSOCIATION for lot landscape and irrigation maintenance. The foregoing notwithstanding, all OWNERS must pay equally for the maintenance of the common area landscaping and irrigation and for the maintenance of the main irrigation system, including pumps, controllers, wiring and lines. However, upon presentation of sufficient evidence to the BOARD or its designated representative that an OWNER has failed to meet the established maintenance schedules for the OWNER'S lawn and irrigation maintenance on OWNER'S lot for more than fourteen days, the BOARD shall terminate the exemption and resume landscape and irrigation maintenance on the OWNER'S lot whereupon the OWNER shall be liable for full lot assessments. An OWNER whose exemption has been terminated may not be granted another exemption for one year from the date of the termination. The BOARD may grant an exemption for lawn maintenance only or for irrigation maintenance only. Further, the BOARD may establish hours of use for gasoline powered lawn mowers, leaf blowers, and edgers.

3.10.03 Unit Maintenance. In the event any OWNER fails or refuses to maintain his LOT and UNIT in good order, appearance, and repair, the ASSOCIATION may (although it shall not be required to), after giving in reasonable notice to the OWNER, mailed to the address of the property, enter upon said property, perform the necessary maintenance of the UNIT and/or LOT, remove any refuse and do whatever is reasonably necessary to put said LOT and UNIT in proper order and appearance and shall make a reasonable charge to the OWNER for the cost of said service, collection for which supplemental service may be enforced through the provisions of Paragraph 7 Default hereunder including the provisions for imposition of a lien and foreclosure. Failure to maintain the UNIT or LOT shall include but not be limited to peeling paint, discoloration of walls due to mildew, missing fascia or soffit, damaged or rusty doors, broken windows, torn screens, rotten or unsightly fences, unsafe or unsanitary pool conditions, and curling, torn, missing or discolored shingles.

3.10.04 Other Maintenance. The ASSOCIATION shall make available to the OWNERS an optional level of service for yard

omissions insurance, workman's compensation insurance, or any other insurance.

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

3.07.06 Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$2,500 or such other sum as is approved by the OWNERS.

3.07.07 Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION, and shall have the right to require at least ten (10) days written notice to the INSTITUTIONAL LENDER before any insurance can be canceled or the coverage reduced for any reason. Each INSTITUTIONAL LENDER shall have the right upon notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

3.08 Default. Any OWNER or INSTITUTIONAL LENDER may pay for any utilities, taxes or assessments or insurance premiums which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3.09 Damage or Destruction. In the event any improvement within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by eighty percent (80%) of the votes of the OWNERS. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

3.10 Maintenance of Property by the ASSOCIATION.

3.10.01 COMMON AREAS. The ASSOCIATION shall maintain all COMMON AREAS and property owned by the ASSOCIATION, and all improvements thereon, in good condition at all times. If pursuant to any easement the ASSOCIATION is to maintain any improvement within any property, then the ASSOCIATION shall maintain such improvement in good condition at all times. The ASSOCIATION shall maintain and operate the surface water management system in compliance with all permit conditions of the Florida Administrative Code (Chapter 40D-4) in accordance with the terms in the approval granted by the County including all lakes,

maintenance that includes full lawn care, including fertilization and pest control; maintenance and care of trees, shrubs, and planting areas; and maintenance and repair of the irrigation system on the LOT.

4. EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with proper and intended use and purposes, and each shall survive the termination of this DECLARATION.

4.01 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, private streets, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagees, and their guests and invitees. Until such time as the Undeveloped Parcel is annexed into Oak Court Subdivision, the OWNERS of the Undeveloped Parcel shall have as an appurtenance to their parcel or lots a perpetual easement of ingress and egress from their parcel or lots to private and public roadways over the private or public drives and sidewalks in Oak Court Subdivision provided they agree to share on a pro-rata basis all costs of maintenance and repair of any private streets in Oak Court Subdivision as well as the repair and maintenance of any gates or security provisions. So long as the DECLARANT is the owner of the Undeveloped Parcel and it remains undeveloped, the ingress and egress easement shall be granted without any sharing of costs for streets or gates and security.

4.02 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. Fire, police, health, and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the COMMON AREA.

4.03 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and

electronic security. However, easements affecting any LOT which serves any other portion of the SUBJECT PROPERTY shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his 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.

4.04 Service and Maintenance Easement. Easements are granted for lawn maintenance and maintenance of UNIT by ASSOCIATION as provided by DECLARATION. OWNERS and Developer shall have Service and Maintenance Easements into the contiguous LOT or COMMON AREAS, as the case may be, which easements shall be 4 feet wide along the entire side property lines for the purpose of constructing, servicing and maintaining the UNITS, LOTS, pools, fences or other such structures as approved by the ASSOCIATION. Use of the easement shall allow the temporary removal of fences, irrigation, landscaping, or any other structure or permanent fixture; however, no more disturbance or use of the easement other than that which is reasonably required shall be permitted. The OWNER utilizing such easement shall return the easement to its original or better condition. Any landscape material removed shall be replaced with an equal number and size of plants provided that the required replacement size of plants shall be no larger than the size typically carried in local retail nurseries. In addition, the ASSOCIATION shall have an easement upon all LOTS as may be reasonably required to perform the maintenance and other obligations of the ASSOCIATION as provided in this DECLARATION.

4.05 Easements for Rainwater. Easements for the discharge of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

4.06 Additional Easements. DECLARANT (so long as it owns any LOT) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of DECLARANT or any person, entity, public or quasi public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefitting or affecting the SUBJECT PROPERTY. In connection with the grant, modification, relocation, abandonment or termination of any easement, DECLARANT reserves the right to relocate roads, parking areas, utility lines, and other improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the consent of the OWNERS and INSTITUTIONAL LENDERS of LOTS so

affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DECLARANT and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

4.07 Sale and Development Easement. DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion, or leasing, of any LOT or UNIT within the SUBJECT PROPERTY or within any other property owned by DECLARANT.

5. USE RESTRICTIONS.

5.01 Architectural Control for Exterior Changes.

5.01.01 Owner to Obtain Approval. No OWNER shall make, install, place, or remove any building, fence, wall, mailbox, solar energy system, driveway, antenna, satellite dish or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER's LOT, or the exterior of the OWNER's UNIT, unless the OWNER first obtains the written approval of the ASSOCIATION or DECLARANT to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

5.01.02 ASSOCIATION's Consent. Any request by an OWNER for approval by the ASSOCIATION to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The ASSOCIATION shall have the right to charge a reasonable fee in connection with the approval of any request to pay for the cost of any architect or engineer hired by the ASSOCIATION to review any plans or specifications. Approval of any request shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION, and in the event the ASSOCIATION fails to disapprove any request within such 30 day period, the consent shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformity with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION's approval.

5.01.03 Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformity with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition,

improvement, or change in a manner which complies with the requirements of the ASSOCIATION, or the ASSOCIATION may pursue any other remedy available to it. In connection therewith, the ASSOCIATION shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.

5.01.04 Architectural Control Vested in DECLARANT. Notwithstanding the foregoing, so long as DECLARANT owns any LOT, architectural control shall be vested in DECLARANT and not the ASSOCIATION, and during such period all references contained in this subparagraph to the ASSOCIATION shall be deemed to refer to DECLARANT, provided, however, that at any time DECLARANT may assign its rights of architectural control to the ASSOCIATION by a written statement.

5.02 Garages. Garage doors shall be left down and closed except for active ingress or egress. Garages shall not be converted to living areas. No portion of the garage door opening shall be screened.

5.03 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT, and no personal property may be stored on the exterior of any UNIT except for reasonable lawn furniture, barbecue grills, or reasonable landscape features. Children's play structures shall be subject to Board approval to control aesthetics, and such approval may not be unreasonably withheld. All basketball hoops and backboards shall be located in the rear yard. Children's games and play structures in the rear yard within and enclosed by a 6 foot high wall or fence do not need board approval.

5.04 Storage Buildings. No storage buildings or structures shall be erected, constructed or located upon any LOT for storage or otherwise.

5.05 Garbage and Trash. All containers, dumpsters, or other garbage facilities shall be stored inside a UNIT.

5.06 Vehicles. Only automobiles, vans, pickup trucks under one ton, sport utility vehicles and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and without limitation, no vehicle shall be parked outside of a UNIT overnight without the prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Notwithstanding the foregoing, automobiles owned by governmental law enforcement

agencies are expressly permitted. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no repairs of any vehicle shall be made on the SUBJECT PROPERTY. No parking shall be allowed on grass or unpaved areas. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rule and Regulations adopted by the ASSOCIATION may be towed by the ASSOCIATION at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four consecutive hours or for forty-eight non-consecutive hours in any seven day period. The ASSOCIATION shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. No maintenance or repairs on any vehicles shall be performed on any portion of the SUBJECT PROPERTY except in an emergency situation other than washing vehicles. Notwithstanding the foregoing, all repairs to disabled vehicles within the SUBJECT PROPERTY must be completed within twelve hours from its immobilization or the vehicle must be removed.

5.07 Pets. No more than two cats and two dogs may be kept by any OWNER on the SUBJECT PROPERTY. Dogs must be under control of the OWNER at all times on COMMON AREA. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. The BOARD may establish limits on other pets in addition to above stated limits on cats and dogs, and may establish procedures for the permanent removal of pets from the SUBJECT PROPERTY due to a violation of this paragraph.

5.08 Landscaping. The landscape area of the front yard shall be primarily sodded with grass or other BOARD approved ground cover, and shall not be paved or covered with gravel or an artificial surface. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT.

5.09 Maintenance. Each OWNER shall maintain his UNIT and all improvements upon his LOT in first class condition at all times.

5.10 Exterior Colors. No owner shall change the exterior color of his UNIT including the roof and painted areas without the consent of the ASSOCIATION. The ASSOCIATION may adopt a schedule of acceptable exterior colors for those OWNERS that request a color change.

5.11 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably 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.

5.12 Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted without the ASSOCIATION's approval. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY.

5.13 Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door other than on a temporary basis not to exceed thirty (30) days.

5.14 Signs. No signs shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the ASSOCIATION. However, DECLARANT may maintain signs of any type and size for any purpose during the period of construction on any portion of the SUBJECT PROPERTY. Signs required by the government or traffic signs shall be allowed,

5.15 Boats. No boats may be kept or stored outside of any UNIT.

5.16 Fences. Fences or wall fences or walls require BOARD approval. No chain link fences shall be allowed. No wall or fence shall be allowed in the front yard setback. The BOARD may specify the surface treatment for any masonry wall and may require that wooden fences be painted or stained either as part of construction approval or as part of routine maintenance. Unsightly, rotten or crooked fences shall be repaired or removed as determined by the Board.

5.17 Clotheslines. All clotheslines and drying yards shall be located in the rear yard and shall be screened with an enclosed 6 foot high wall or fence.

5.18 Solar Energy Systems. No solar energy systems shall be located on any roofs visible from the street or from other LOTS.

5.19 Common Area Vegetation. Nuisance vines such as potato vine, wild grape vine and Virginia Creeper shall be removed annually from the COMMON AREAS.

5.20 Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities. Littoral zone vegetation shall not be removed unless authorized by the Sarasota County Resource Permitting Division. Removal includes cutting, dredging and herbicide application. Littoral zone vegetation is to be maintained in perpetuity. Any amendment of these documents which would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the

prior written approval of the Southwest Florida Water Management District and the Sarasota County Board of County Commissioners.

5.21 Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the COMMON AREA. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to and OWNER upon request. Additional rules and regulations relating to the use and maintenance of UNITS or LOTS shall require an amendment to the DECLARATION.

5.22 Waiver. By unanimous vote of the Board, the ASSOCIATION 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, highly unusual circumstances not contemplated by this Declaration 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 ASSOCIATION, 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 may be applied in the future. Notwithstanding the foregoing, so long as DECLARANT owns any LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION, such consent shall be obtained from DECLARANT, and not from the ASSOCIATION, unless DECLARANT voluntarily relinquishes this right at an earlier date.

5.23 Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, or to any undeveloped PROPERTY, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS, BUILDINGS and other improvements thereon, or any activity associated with the sale or leasing of any UNITS, by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and any developer(s) of any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any PROPERTY for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any PROPERTY; (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, signs and other materials used in developing, constructing, selling or promoting any PROPERTY; (vi) excavate fill from any lakes within and/or contiguous to the SUBJECT PROPERTY by dredge or dragline, store fill on the SUBJECT PROPERTY; and (vii) grow plants and trees upon the SUBJECT PROPERTY for later use and sell excess plants and trees.

6. ASSESSMENT FOR COMMON EXPENSES.

6.01 Owner Liability. Each OWNER of a LOT shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES (including expenses for the operation and maintenance of the surface water management system) for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owned by the prior OWNER, except for any ASSESSMENTS owed by DECLARANT and except as provided in Paragraph 7.01.06 of this DECLARATION.

6.02 Budget Adoption. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. 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 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 ten (10) days from the date of notification of such ASSESSMENTS.

6.03 Declarant Contributions. ASSESSMENTS for COMMON EXPENSES as to any LOT not containing a UNIT, and except for the foregoing and exemptions from lot mowing the ASSESSMENTS for COMMON EXPENSES assessed against each LOT shall be equal.

6.04 Reserves. The ASSOCIATION may establish reserves to cover major repair or replacement of the pool and streets. The reserve funds shall be kept in a separate account from the operating funds and shall only be spent for the items for which they were established. The establishment of any reserve item requires the vote of 80% of all unit OWNERS on an annual basis.

6.05 Notwithstanding the foregoing, until such time as DECLARANT no longer owns any LOT, or until DECLARANT notifies the ASSOCIATION in writing that DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON

EXPENSES for any UNITS owned by DECLARANT but in lieu thereof, DECLARANT shall be responsible for all COMMON EXPENSES in excess of the ASSESSMENTS for COMMON EXPENSES receivable from the other OWNERS (including working capital contributions), and other income received by the ASSOCIATION. During such period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES for UNITS owned by DECLARANT the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT, based upon DECLARANT's estimate of what the expenses of the ASSOCIATION would be if all UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by DECLARANT were complete. In any event, DECLARANT shall not be required to fund reserves allocated to any unbuilt UNITS or any UNITS owned by DECLARANT. Notwithstanding the foregoing, in the event the ASSOCIATION incurs any expenses not ordinarily anticipated in the day-to-day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that DECLARANT would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the ASSOCIATION shall be assessed to the other OWNERS.

6.06 Additional Capital Improvements. Except for those capital improvements made to the Common Area by the DECLARANT at its expense, at all times hereafter, all capital improvements to the COMMON AREAS, except for replacement or repair of those items installed by the DECLARANT and except for personal property related to the maintenance of the COMMON AREA, shall require the approval of 80% of all OWNERS at a meeting duly called for this purpose.

7. DEFAULT.

7.01 Monetary Defaults and Collection of Assessments.

7.01.01 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or Ten (\$10.00) Dollars, 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.

7.01.02 Acceleration of ASSESSMENTS. If any 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 defaulting 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 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.

7.01.03 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS [including all assessments for common expenses, reserves, supplemental services provided by the Association, and capital improvements] owed to the ASSOCIATION by the OWNER of such LOT, and for late fees 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 in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

7.01.04 Collection and Foreclosure. 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 in filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including 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. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

7.01.05 Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

7.01.06 Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable

to the former OWNER of the LOT and which became due prior to acquisition of title as a result of such funds secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

7.01.07 Assignment of Claim and Lien Rights. The ASSOCIATION acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the ASSOCIATION, to any third party.

7.01.08 Unpaid ASSESSMENTS Certificate. Within 15 days after written request by any OWNER or any INSTITUTIONAL LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby.

7.01.09 Application of Payments. Any payments to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other moneys due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION; in the inverse order that such ASSESSMENTS were due.

7.02 Non-Monetary Defaults. In the event of a violation by any OWNER or tenant of an OWNER, or any person residing with them, or their guests or invitees (other than the non-payment of any ASSESSMENT or other moneys), of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such

written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

7.02.01 Impose a fine against the OWNER tenant as provided in Paragraph 7.03; and/or

7.02.02 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.02.03 Commence an action to recover damages; and/or

7.02.04 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located.

7.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed the greater of \$25.00 or 1/3 of one month's ASSESSMENT for COMMON EXPENSES for the first offense, \$50.00 or 2/3 of one month's ASSESSMENT for COMMON EXPENSES for a second similar offense, and \$100.00 or one month's ASSESSMENT for COMMON EXPENSES for a third or subsequent similar offense. Prior to imposing any fine, the OWNER or tenant shall be afforded an opportunity for a hearing after reasonable notice to the OWNER or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the DECLARATION, BYLAWS or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the ASSOCIATION. The OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if

the BOARD so determines, it may impose such fine as it deems appropriate by written notice to the OWNER or tenant. If the OWNER or tenant fails to attend the hearing as set by the BOARD, the OWNER or tenant shall be deemed to have admitted the allegations contained in the notice to the OWNER or tenant. Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition on of the fine, or if a hearing is timely requested within ten (10) days after written notice of the BOARD's decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided.

7.04 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY other than an OWNER and the members of his immediate family permanently residing with him in the 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 SUBJECT 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 SUBJECT 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 SUBJECT 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.

7.05 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.

7.06 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, rights or privileges as may be granted or as it might have by law.

7.07 Enforcement by or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by DECLARANT (so long as DECLARANT is an OWNER), or 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, or to enforce any lien created herein. The expense of any litigation to enforce this

DECLARATION, including attorneys' fees, 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, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

8. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, one hundred (100%) percent of the OWNERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of the county in which the SUBJECT PROPERTY is located, provided, however that any such instrument, in order to be effective, must be approved in writing and signed by the DECLARANT so long as the DECLARANT owns any LOT, or holds any mortgage encumbering any LOT.

9. AMENDMENT.

9.01 This DECLARATION may be amended upon the approval of not less than 80% of the OWNERS. In addition, so long as DECLARANT owns any portion of SUBJECT PROPERTY, this DECLARATION may be amended from time to time by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by OWNERS without written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding or annexing any property to the SUBJECT PROPERTY which is contiguous and which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which

the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted. Notwithstanding the foregoing, any amendment of the DECLARATION that would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the Southwest Florida Water Management District and Sarasota County.

9.02 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 prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DECLARANT, unless DECLARANT joins in the execution of the amendment.

10. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.

10.01 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

10.01.01 Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT;

10.01.02 Any sixty (60) day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

10.01.03 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

10.01.04 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

10.02 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holders(s) of any mortgage(s) encumbering any LOTS is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or

equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary may be recorded in the public records of the county where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

10.03 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments which are in default, or any overdue insurance premiums, or may secure new insurance upon the lapse of a policy, and shall be owed immediate reimbursement therefore from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

11. Additions to the Property. The DECLARANT and the ASSOCIATION reserve the right to add or cause to be added other real property, not now included within the Property to the Property, and such additional real property shall be subject to the provisions of this DECLARATION.

12. Annexation Without ASSOCIATION Approval. The DECLARANT shall from time to time within ten (10) years of the date of this DECLARATION bring, in whole or in part, the Undeveloped Parcel under the provisions hereof by recording supplemental declarations which shall not require the consent of the existing OWNERS or the ASSOCIATION, or any mortgagee. The extent that additional real property (i.e., the Undeveloped Parcel) shall be made a part of the Property as a common scheme, reference herein to the Property should be deemed to be reference to all of such additional property where such references are intended to include property other than that legally described above. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this DECLARATION upon the recording in the Public Records of Sarasota County, Florida of an amendment or supplement hereto properly executed by the DECLARANT and without the consent of the Members of the ASSOCIATION. Until such amendment is recorded, no provision of this DECLARATION shall be effective as to all or any portion of the Undeveloped Parcel.

13. MISCELLANEOUS.

13.01 Conflict With ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, the DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

13.02 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit

the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

13.03 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

13.04 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

13.05 Assignment of DECLARANT's Rights. Any or all of the rights, privileges, or options provided to or reserved by DECLARANT in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DECLARANT, in whole or in part, as to all or any portion of the SUBJECT PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the SUBJECT PROPERTY is located. Any partial assignee of any of the rights of DECLARANT shall not be deemed the DECLARANT, and shall have no other rights privileges or options other than as are specifically assigned. No assignee of DECLARANT shall have any liability for any acts of DECLARANT or any prior DECLARANT unless such assignee is assigned and agrees to assume such liability.

13.06 Performance of ASSOCIATION's Duties by DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided, however, that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.

13.07 Inapplicability of Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

13.08 Actions Against DECLARANT. The ASSOCIATION shall not institute any legal proceedings against DECLARANT, or spend or commit to spend any ASSOCIATION funds in connection with any legal proceedings against DECLARANT, or make a special ASSESSMENT for funds to pay for costs or attorneys' fees in connection with any legal proceedings against DECLARANT, without the consent of 75% of the votes of all of the OWNERS obtained at

a meeting of the OWNERS called expressly for the purpose of approving such action.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 10th day of April, 1997.

WITNESSES:

Polo Club Associates, a Florida General Partnership

Lisa M. Doe By: Highland Ridge Development, Inc., a Florida Corporation
Susan L. Grader Susan Grader BY: Robert Merrill
Robert Merrill, Pres.
its General Partner

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of April, 1997, by Robert Merrill, as President of Highland Ridge Development, Inc., a Florida corporation, on behalf of the corporation, being the General Partner of Polo Club Associates, a Florida General Partnership. The above-named person is personally known to me or has produced FLORIDA DRIVER LICENSE as identification. If no type of identification is indicated, the above-named person is personally known to me.



Linda L. Kurek
(Notary Seal)
Print Name of Notary Public

MORTGAGEE CONSENT

Barnett Bank of Southwest Florida does hereby agree and consent to the foregoing Declaration of Covenants and Restrictions and the exhibits attached thereto.

WITNESSES:

Barnett Bank of Southwest Florida

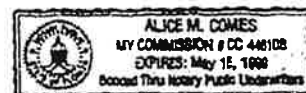
Alice M. Comes
Mare A. Lott-Powell

BY: Susan J. Brown
its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of April, 1997, by Susan J. Brown, Vice President of Barnett Bank of Southwest Florida. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Alice M. Comes
(Notary Seal)
Print Name of Notary Public
Alice M. Comes



RECORDERS MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

EXHIBIT A

DESCRIPTION

SITUATED IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°57'16" EAST 1407.22 FEET FOR A POINT-OF-BEGINNING;

THENCE FROM SAID POINT-OF-BEGINNING, NORTH 01°07'50" WEST 5.68 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF FRUITVILLE ROAD (S.R. 780); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°12'16" EAST 563.46 FEET; THENCE SOUTH 01°12'24" EAST 156.87 FEET; THENCE EASTWARDLY ON A CURVE CONCAVE SOUTHWARDLY, AN ARC DISTANCE OF 134.04 FEET TO A POINT-OF-REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 153°35'45" AND A CHORD WHICH BEARS SOUTH 42°14'00" EAST 97.36 FEET; THENCE SOUTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF 8.48 FEET TO A POINT-OF-REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 48°36'51" AND A CHORD WHICH BEARS SOUTH 10°15'28" WEST 8.23 FEET; THENCE CONTINUING SOUTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 22.41 FEET TO A POINT-OF-TANGENCY, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°50'34", AND A CHORD WHICH BEARS SOUTH 07°37'41" EAST 22.37 FEET; THENCE SOUTH 01°12'24" EAST 55.59 FEET TO A POINT-OF-CURVATURE; THENCE SOUTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 93.65 FEET TO A POINT-OF-TANGENCY, SAID CURVE HAVING A RADIUS OF 783.00 FEET A CENTRAL ANGLE OF 06°51'11" AND A CHORD WHICH BEARS SOUTH 02°13'11" WEST 93.60 FEET; THENCE SOUTH 05°38'47" WEST 97.66 FEET TO A POINT-OF-CURVATURE; THENCE SOUTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF 86.83 FEET, SAID CURVE HAVING A RADIUS OF 717.00 FEET, A CENTRAL ANGLE OF 06°56'19", AND A CHORD WHICH BEARS SOUTH 02°10'37" WEST 86.78 FEET; THENCE SOUTH 88°47'36" WEST 298.76 FEET; THENCE SOUTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 28.11 FEET, SAID CURVE HAVING A RADIUS OF 767.00 FEET, A CENTRAL ANGLE OF 02°06'00", AND A CHORD WHICH BEARS SOUTH 00°04'36" EAST 28.11 FEET; THENCE SOUTH 88°47'36" WEST 197.22 FEET; THENCE NORTH 01°38'58" WEST 215.96 FEET; THENCE SOUTH 89°58'28" WEST 108.20 FEET; AND THENCE NORTH 01°07'53" WEST 401.50 FEET TO THE POINT-OF-BEGINNING CONTAINING 7.946 ACRES.

EXHIBIT B

Legal Description Furnished (Entire Property)

Description: A parcel of land situate in Section 23, Township 36 South, Range 18 East, Sarasota County Florida, being more particularly described as follows:

Commence at the found northwest corner of the southwest quarter of said Section 23; Thence North 88°57'16" East along the north line of said southwest quarter 1407.22 feet for a Point-of-Beginning; Thence North 01°07'50" West 5.68 feet to the maintained right-of-way of Fruitville Road (S.R. 780); Thence North 89°12'16" East along said right-of-way 563.48 feet; Thence South 01°12'24" East 163.22 feet; Thence North 88°57'16" East 190.00 feet; Thence South 01°12'24" East along a line 4.0 feet westwardly of and parallel with the occupied Tucker Subdivision, as recorded in Plat Book 1 at Page 165 of the Public Records of Sarasota County, Florida 1179.83 feet to the south line of the northeast quarter of said southwest quarter; Thence South 89°13'59" West along said south line 638.61 feet; Thence North 01°38'58" West 933.34 feet; Thence South 89°58'28" West along the north line of the occupied A.L. Day's Subdivision, as recorded in Plat Book 1 at Page 96 of the Public Records of Sarasota County, Florida 108.20 feet; Thence North 01°07'53" West 401.50 feet to the Point-of-Beginning.

RECORDED IN OFFICIAL
RECORDS
97 JUN -4, PM 2:22
SARASOTA COUNTY, FL

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF OAK
COURT

DATED FEBRUARY 17, 1998

RECORDED ON MARCH 18, 1998

3.
Prepared By and Return To:
MICHAEL M. WALLACK, ESQ.
MICHAEL M. WALLACK, J.D., Chartered
2055 Wood Street, Suite 215
Sarasota, FL 34237

98033544

•• OFFICIAL RECORDS ••
BOOK 3081 PAGE 1805

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
AND SUPPLEMENTAL DECLARATION
OF
OAK COURT**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF OAK COURT is made this 17 of February, 1998, by THE POLO CLUB ASSOCIATES, a Florida general partnership, with offices located at 4636 Fruitville Rd., Sarasota, FL 34232, (hereinafter referred to as the "DECLARANT");

WHEREAS, DECLARANT is the Declarant under that certain Declaration of Covenants and Restrictions of Oak Court, recorded in Official Records Book 2977, Page 1324, of the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, DECLARANT is the owner and title holder of certain lands identified in the Declaration as the "Undeveloped Parcel"; and

WHEREAS, DECLARANT desires to annex to Oak Court and subject to the Declaration a portion of the Undeveloped Lands which portion is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Annexed Land");

NOW, THEREFORE, DECLARANT shall and does hereby and in accordance with the terms and provisions of the Declaration, declare that the Annexed Land shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in the Declaration, which shall run with the Annexed Land and which shall be binding upon all persons having and/or acquiring any right, title or interest in the Annexed Land or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Annexed Land, or any portion thereof.

This First Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court is made, executed, delivered and recorded in accordance with and pursuant to the provisions of and authority reserved in section 12 of the Declaration. Further, in accordance with and pursuant to the provisions of and authority reserved in section 12 of the Declaration, the approval of the Association for Oak Court is not required.

Capitalized terms used in this First Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court which are not otherwise defined herein, shall have the same meanings provide for those terms in the Declaration.

In the event of any conflict between the terms of the Declaration and the terms of this First Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak

Court, the terms of this First Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court shall control.

IN WITNESS WHEREOF, the DECLARANT has executed this First Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:
THE POLO CLUB ASSOCIATES, a
Florida general partnership
By: HIGHLAND RIDGE DEVELOPMENT
CORPORATION, a Florida
corporation, as General Partner

By: Robert Merrill
Robert Merrill, President

Heather C. Noll
Print Name: Heather C. Noll
Lise M. Doe
Print Name: Lise M. Doe

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 17 day of February, 1998, by ROBERT MERRILL, as President of HIGHLAND RIDGE DEVELOPMENT, INC., a Florida corporation, the general partner of THE POLO CLUB ASSOCIATES, a Florida general partnership, who is personally known to me, or who has produced _____ as identification, and who did / did not take an oath.

Cathy S. La Moreux
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
(Title or Rank)
(Serial Number, if any)



EXHIBIT "A"
ANNEXED LAND

SITUATED IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 18 EAST,
SARASOTA COUNTY, FLORIDA AND BEING A PARCEL OF LAND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF S
SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST
QUARTER, NORTH 88°57'16" EAST 1407.22 FEET; THENCE NORTH
01°07'50" WEST 5.68 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-
WAY LINE OF FRUITVILLE ROAD (S.R. 780); THENCE ALONG SAID
SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°12'16" EAST 583.46 FEET;
THENCE SOUTH 01°12'24" EAST 156.87 FEET; THENCE EASTWARDLY ON
A CURVE CONCAVE SOUTHWARDLY, AN ARC DISTANCE OF 117.75 FEET TO
THE POINT-OF-BEGINNING, SAID CURVE HAVING A RADIUS OF 50.00 FEET,
A CENTRAL ANGLE OF 134°55'50" AND A CHORD WHICH BEARS SOUTH
51°33'57" EAST 92.36 FEET;

THENCE FROM SAID POINT-OF-BEGINNING, NORTH 88°47'36" EAST
118.87 FEET; THENCE SOUTH 01°12'24" EAST 384.00 FEET; THENCE
SOUTH 88°47'36" WEST 147.49 FEET TO THE EASTERLY RIGHT-OF-WAY
LINE OF TALL TREES COURT, A PRIVATE STREET IN OAK COURT, PHASE 1-
A, A SUBDIVISION RECORDED IN PLAT BOOK 38, PAGES 49, 49A, & 49B
OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG
THE AFORESAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

1. NORTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF
73.40 FEET, SAID CURVE HAVING A RADIUS OF 717.00 FEET, A
CENTRAL ANGLE OF 05°51'56" AND A CHORD WHICH BEARS NORTH
02°42'49" EAST 73.37 FEET TO A POINT OF TANGENCY;
2. NORTH 05°38'47" EAST 97.06 FEET TO A POINT OF CURVATURE;
3. NORTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE
93.85 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS
OF 783.00 FEET, A CENTRAL ANGLE OF 06°51'11" AND A CHORD
WHICH BEARS NORTH 02°13'11" EAST 93.80 FEET;
4. NORTH 01°12'24" WEST 55.59 FEET TO A POINT OF CURVATURE;
5. NORTHWARDLY ON A CURVE TO THE LEFT AN ARC DISTANCE OF
FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING
RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°50'34" AND A
CHORD WHICH BEARS NORTH 07°37'41" EAST 22.37 FEET;
6. NORTHEASTWARDLY ON A CURVE TO THE RIGHT AN ARC DISTANCE OF
8.48 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A
RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 48°36'51" AND A
CHORD WHICH BEARS NORTH 10°15'28" EAST 8.23 FEET;
7. NORTHEASTWARDLY ON A CURVE TO THE LEFT AN ARC DISTANCE OF
16.29 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A
CENTRAL ANGLE OF 18°39'55" AND A CHORD WHICH BEARS NORTH
25°13'58" EAST 16.22 FEET TO THE POINT-OF-BEGINNING
CONTAINING 1.110 ACRES.

RECORDED IN OFFICIAL
RECORDS
MAR 18 PM 3:19

**SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS AND SUPPLEMENTAL
DECLARATION OF OAK COURT**

DATED OCTOBER 25, 1998

RECORDED ON OCTOBER 29, 1998



Prepared By and Return to:
Merrill Brothers Homes
2522 Hillview St.
Sarasota, FL 34239

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1998144455 3 PGS
1998 OCT 29 03:50 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#046257

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF OAK COURT

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF OAK COURT is made this 15 of October, 1998, by THE POLO CLUB ASSOCIATES, a Florida general partnership, with offices located at 2522 Hillview St., Sarasota, FL 34239, (hereinafter referred to as the "DECLARANT");

WHEREAS, DECLARANT is the Declarant under that certain Declaration of Covenants and Restrictions of Oak Court, recorded in Official Records Book 2977, Page 1324, of the Public Records of Sarasota County, Florida (the "Declaration") as amended in the Official Records Book 3081, Page 1805, of the Public Records of Sarasota County, Florida; and

WHEREAS, DECLARANT is the owner and title holder of certain lands identified in the Declaration as the "Undeveloped Parcel"; and

WHEREAS, DECLARANT desires to annex to Oak Court and subject to the Declaration a portion of the Undeveloped Lands which portion is legally described in Exhibit "A" attached hereto and by reference made a part hereof (the "Annexed land"), and whereas Declarant desires to add restrictions to the Preserve Areas;

NOW, THEREFORE, DECLARANT shall and does hereby and in accordance with the terms and provisions of the Declaration, declare that the Annexed Land shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in the Declaration, which shall run with the Annexed Land and which shall be binding upon all persons having and/or acquiring any right, title, or interest in the Annexed Land or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Annexed Land, or any portion thereof; and

DECLARANT does hereby declare that all activities involving filling, excavating, removing of vegetation (both trees and understory) and storing of materials shall be prohibited within Preserve Areas #1 & 2 as shown on the Plat for Oak Court, Phase 2-A & 2-B (which area encompasses the southern 200 feet of the Subject Property), unless written approval is first obtained from the Sarasota County Resource Permitting Division.

This Second Amendment to Declaration of Covenants And Restrictions And Supplemental Declaration Of Oak Court is made, executed, delivered and recorded in accordance with and pursuant to the provisions of and authority reserved in Section 12 of the Declaration. Further, in accordance with and pursuant to the provisions of and authority reserved in Section 12 of the Declaration, the approval of the Association for Oak Court is not required.

Capitalized terms used in this Second Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court which are not otherwise defined herein, shall have the same meanings provided for those terms in the Declaration.

In the event of any conflict between the terms of the Declaration and the terms of the Second Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court, the terms of this Second Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration of Oak Court shall control.

V301 Return to Paula/BK

IN WITNESS WHEREOF, the DECLARANT has executed this Second Amendment To Declaration Of Covenants And Restrictions And Supplemental Declaration Of Oak Court the day and year first above written.

Signed, sealed and delivered in the Presence of:

DECLARANT: THE POLO CLUB ASSOCIATES,
a Florida general partnership
By: HIGHLAND RIDGE DEVELOPMENT INC., a
Florida corporation, as General Partner

By: Robert Merrill
Robert Merrill, President

[Signature]
Print Name: Robert Merrill
[Signature]
Print Name: Cheryl Questioni

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me the 23rd day of September, 1998, by ROBERT MERRILL, as President of HIGHLAND RIDGE DEVELOPMENT, INC., a Florida corporation, the general partner of THE POLO CLUB ASSOCIATES, a Florida general partnership, who is personally known to me, or who has produced _____ as identification, and who did/ did not take an oath.

[Signature]
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)
(Title or Rank)
(Serial Number, if any)



"EXHIBIT A"

DESCRIPTION

SITUATED IN SECTION 23, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°57'16" EAST 1407.22 FEET; THENCE SOUTH 01°07'53" EAST 401.50 FEET; THENCE NORTH 89°58'28" EAST 108.20 FEET; THENCE SOUTH 01°38'58" EAST 215.96 FEET TO THE POINT-OF-BEGINNING AND ALSO BEING THE SOUTHWEST CORNER OF LOT 24, OAK COURT PHASE 1-A, A SUBDIVISION RECORDED IN PLAT BOOK 38, PAGES 49, 49A AND 49B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE FROM SAID POINT-OF-BEGINNING AND ALONG THE SOUTHERLY LINES OF OAK COURT PHASE 1-A THE FOLLOWING COURSES: 1) NORTH 88°47'36" EAST 197.22 FEET; 2) NORTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 28.11 FEET, SAID CURVE HAVING A RADIUS OF 767.00 FEET, A CENTRAL ANGLE OF 02°06'00" AND A CHORD WHICH BEARS NORTH 00°04'36" WEST 28.11 FEET; 3) NORTH 88°47'36" EAST 298.76 FEET; 4) NORTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF 13.43 FEET, SAID CURVE HAVING A RADIUS OF 717.00 FEET, A CENTRAL ANGLE OF 01°04'23" AND A CHORD WHICH BEARS NORTH 00°45'21" WEST 13.43 FEET; THENCE ALONG THE SOUTH LINE OF OAK COURT, PHASE 1-B, A SUBDIVISION RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA NORTH 88°47'36" EAST 147.49 FEET; THENCE SOUTH 01°12'24" EAST 419.00 FEET; THENCE SOUTH 88°47'36" WEST 91.02 FEET; THENCE SOUTH 01°12'24" EAST 144.09 FEET; THENCE NORTH 89°13'59" EAST 91.02 FEET; THENCE SOUTH 01°12'24" EAST 200.01 FEET; THENCE SOUTH 89°13'59" WEST 638.61 FEET; AND THENCE NORTH 01°38'58" WEST 717.38 FEET TO THE POINT-OF-BEGINNING CONTAINING 10.630 ACRES.

**THIRD AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION
OF OAK COURT**

DATED SEPTEMBER 11, 2002

RECORDED ON NOVEMBER 7, 2002

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
AND SUPPLEMENTAL DECLARATION OF OAK COURT**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF OAK COURT is made this 11th day of September, 2002, by THE POLO CLUB ASSOCIATES, a Florida general partnership, with offices located at 514 Meadow Sweet Circle, Osprey, Florida, 34229, (hereinafter referred to as the "DECLARANT");

WHEREAS, DECLARANT is the Declarant under that certain Declaration of Covenants and Restrictions of Oak Court, recorded in Official Records Book 2977, Page 1324, of the Public Records of Sarasota County, Florida (the "Declaration") as amended in Official Records Book 3081, Page 1805, of the Public Records of Sarasota County, Florida and Official Records Instrument Number 1998144455, Public Records of Sarasota County, Florida; and

WHEREAS, DECLARANT is the owner and title holder of certain lands identified in the declaration as the "Undeveloped Parcel"; and

WHEREAS, DECLARANT desires to annex to Oak Court and subject to the Declaration a portion of the Undeveloped Lands, which portion is legally described in EXHIBIT "A" attached hereto and by reference made a part hereof (the "Annexed Land"); and

NOW, THEREFORE, DECLARANT shall and does hereby and in accordance with the terms and provisions of the Declaration, declare that the Annexed Land shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, restrictions, reservations, liens, and charges set forth in the Declaration, which shall run with the Annexed Land and which shall be binding upon all persons having and/or acquiring any right, title, or interest in the Annexed Land or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Annexed Land, or any portion thereof.

This Third Amendment to Declaration of Covenants and Restrictions and Supplemental Declaration of Oak Court is made, executed delivered and recorded in accordance with and pursuant to the provisions of any authority reserved in Section 12 of the Declaration. Further, in accordance with and pursuant to the provisions of and authority reserved in Section 12 of the Declaration, the approval of the Association for Oak Court is not required.

Capitalized terms used in this Third Amendment to Declaration of Covenants and Restrictions and Supplemental Declaration of Oak Court that are not otherwise defined herein, shall have the same meanings provided for those terms in the Declaration.

In the event of any conflict between the terms of the Declaration and the terms of the Third Amendment to Declaration of Covenants and Restrictions and Supplemental Declaration of Oak Court, the terms of this Third Amendment to Declaration of Covenants and Restrictions and Supplemental Declaration of Oak Court shall control.



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002185336 3 PGS
2002 NOV 07 12:25 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#239457

V301 Box

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment to Declaration of Covenants and Restrictions and Supplemental Declaration of Oak Court the day and year first above written.

Signed, sealed and delivered in the presence of:

Declarant: The Polo Club Associates, a Florida general partnership

By: Highland Ridge Development, Inc., a Florida corporation, as general partner

By: Robert Merrill
Robert Merrill, as its president

Lawrence R. Weber
print name: LAWRENCE R. WEBER

Karen W. Hounsshell
print name: KAREN W. HOUNSHELL

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 2002, by Robert Merrill, President of Highland Ridge Development, Inc., a Florida corporation, as general partner of The Polo Club Associates, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced as identification.

My commission expires:

Karen W. Hounsshell
Notary Public-State of Florida:

W:\DATA\CMK\WordDoc\KRM\MERRILL\OAK\third amendment to dec

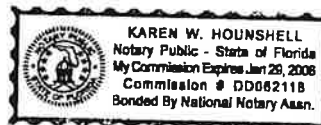


Exhibit A

Situated in Section 23, Township 36 South, Range 18 East, Sarasota County, Florida and being a parcel of land more particularly described as follows

Commence at the Northwest corner of the Southwest Quarter of said Section 23; Thence along the north line of said Southwest Quarter, North 88°57'16" East 1407.22 feet; Thence North 01°07'50" West 5.68 feet to the southerly maintained right-of-way line of Fruitville Road (S.R. 780); Thence along said southerly right-of-way line, North 89°12'16" East 563.46 feet; Thence South 01°12'24" East 156.87 feet; Thence eastwardly on a curve concave southwardly, on an arc distance of 60.10 feet to the Point-of-Beginning, said curve having a radius of 50.00 feet, a central angle of 68°52'20" and a chord which bears South 84°35'43" East 56.55 feet;

Thence from said Point-of-Beginning North 88°57'16" East 133.83 feet to the east line of lands of Polo Club Associates Final Summary Judgment recorded in O.R. Book 3013, Page 2789, of the Public Records of Sarasota County, Florida; Thence South 01°12'24" East 52.04 feet along said east line of lands of Polo Club Associates to the northeast corner of Lot 2, Oak Court, Phase 1-B, a subdivision recorded in Plat Book 39, Pages 39 & 39A of the Public Records of Sarasota County, Florida; Thence South 88°47'36" West 118.87 feet along the northerly line of said Lot 2 to the northwest corner of said Lot 2; Thence northwardly along the easterly right-of-way line of Tall Trees Court, a private street in Oak Court, Phase 1-A, a subdivision recorded in Plat Book 38, Pages 49, 49A & 49B of the Public Records of Sarasota County, Florida on a curve concave westwardly on an arc distance of 57.55 feet, said curve having a radius of 50.00 feet, a central angle of 66°03'31" and a chord which bears North 17°07'47" West 54.51 feet to the Point-of-Beginning

**CERTIFICATE OF AMENDMENT OF RECORDING
BYLAWS OF OAK COURT ASSOCIATION, INC.**

DATED APRIL 1, 2005

RECORDED ON APRIL 12, 2005

Prepared by & Return to:
Telese B. McKay, Esq.
McKay Law Firm, P.A.
2055 Wood Street, Suite 120
Sarasota, FL 34237



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005074753 10 PGS
2005 APR 12 10:28 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DZERUK Receipt#610309

**CERTIFICATE OF AMENDMENT OF RECORDING FOR
OAK COURT ASSOCIATION, INC.**

THIS CERTIFICATE OF RECORDING is executed this 1 day of
April, 2005, by OAK COURT ASSOCIATION, INC., a Florida not-for-profit
Corporation (hereinafter "Association").

RECITALS

WHEREAS, Polo Club Associates, Inc., a Florida General Partnership
("Developer") established the community known as Oak Court by recording the
Declaration of Covenants and Restrictions for Oak Court ("Declaration"), which was
recorded on June 4, 1997 in Official Records, Book 2977, Page 1324 of the Public
Records of Sarasota County as amended from time to time; and,

WHEREAS, the Developer filed Articles of Incorporation with the Secretary of
State of Florida on January 31, 1997, which were recorded on June 4, 1997 in Official
Records, Book 2977, Page 1382 ("Articles of Incorporation"); and,

WHEREAS, the Developer prepared the Bylaws of Oak Court Association, Inc.,
attached as Exhibit "A," and provided copies to all purchasers of Lots within Oak Court,
but failed to record the Bylaws in the Public Records of Sarasota County, as required by
Florida Statutes Section 720.303(1).

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All record owners were bound and continue to be bound by the Bylaws upon the purchase of each Lot within Oak Court.
3. Copies of the Bylaws were available to all record owners from the Association upon the purchase of each Lot within Oak Court.
4. Association hereby records the Bylaws to place owners on constructive notice of the restrictions and obligations therein and to comply with the statutory requirements for recording the Bylaws.

5. No revisions have been made to the original wording of the Bylaws, as drafted by the Developer and all record owners hereby remain subject to the restrictions and obligations set forth in the Bylaws.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1 day of April, 2005.

WITNESSES:

OAK COURT ASSOCIATION,
INC., a Florida not-for-profit
Corporation

Diann Walling
Witness #1 Signature

DIANN WALLING
Witness #1 Print Name

[Signature]
(President (signature))

David L. Fulton
Witness #2 Signature

DAVID L. FULTON
Witness #2 Print Name

[Signature]
Secretary (signature)

Diann Walling
Witness #1 Signature

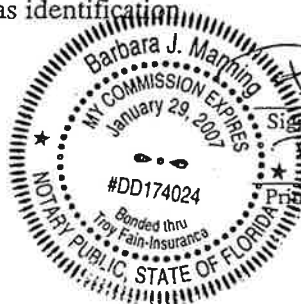
DIANN WALLING
Witness #1 Print Name

[Signature]
Witness #2 Signature

ROBERT P. ORTIZ
Witness #2 Print Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1 day of April, 2005, by Tom Murphy and Bruce Meyer, as President and Secretary, respectively, of OAK COURT ASSOCIATION, INC., a Florida not-for-profit Corporation, who are personally known to me or who have produced _____ as identification.



Barbara J. Manning
Signature of Notary Public

BARBARA J. MANNING
Print Name of Notary Public

BYLAWS

OF

OAK COURT ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

1. Identity. These are the Bylaws of OAK COURT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association") the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on _____, 19____. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing Oak Court Subdivision, a Subdivision (herein the "Subdivision"), which is located upon certain lands in Sarasota County, Florida.

1.1 The office of the Association shall be at _____, Sarasota, Florida 342____.

1.2 The fiscal year of the Association shall be the calendar year.

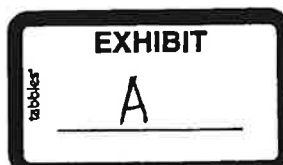
1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Member's meetings.

2.1 The annual member's meeting shall be held at the office of the corporation or such other place as may be stated in the notice on a day and time during the month of February each year as set by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The members shall meet at least once in each calendar year.

2.2 Special member's meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. A special meeting of the lot owners to recall a member or members of the Board may be called by at least ten percent (10%) of the lot owners giving notice of the meeting as required for a meeting of lot owners, which notice must state the purpose of the meeting.

2.3 Notice of all member's meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the association and shall be mailed not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such meeting shall be given by the affidavit of the person giving the notice. The notice of the annual meeting of the members must be sent by mail to each lot owner and the post office certificate retained as proof of such mailing unless the particular lot owner has waived in writing the



right to receive the notice of the annual meeting by mail.

2.4 A quorum at members' meeting shall consist of a majority of the voting interest of the Association. All decisions at a members' meeting shall be made by a majority of the voting interest represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Articles of Incorporation or these Bylaws.

2.5 Voting.

(a) In any meeting of members the owners of lots in the subdivision shall be entitled to cast one vote for each lot (voting interest), unless the decision to be made is elsewhere required to be determined in another manner.

(b) The vote of the owners of lots owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the lot and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote or if more than one owner is in attendance, the owner designated by those in attendance shall cast the vote.

2.6 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named a proxy need not be a lot owner. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.

- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

2.9 Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

3. Directors. The initial board of directors shall be three members.

3.1 Board of Administration. The affairs of the Association shall be managed by a Board of Directors.

3.2 Number and Term. The Board of Directors shall consist of not less than three nor more than five directors. When the members elect their first Board of Directors the number of Directors shall be three.

The term of each director shall be two years. When the members first elect their directors, the two directors receiving the highest number of votes will be elected for two-year terms and the one director elected with the least number of votes will be elected for a one-year term. After the initial election of directors, all directors shall be elected for two-year terms.

3.3 Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving whose term is expiring. Nominations may be made from the floor.

(c) The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast; each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed with or without cause by the vote or agreement in writing by a majority of all lot owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of special meetings shall be given personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

3.7 Directors Meetings Open. All meetings of the Board of Directors shall be open to all lot owners.

3.8 Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Directors will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the lot owners.

3.9 Waiver of Notice. Any director may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such director.

3.10 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Articles of Incorporation or these Bylaws.

3.11 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.12 Joinder in Meeting by Approval of Minutes. A director may

join in the action of a meeting by signing and concurring in the minutes of that meeting but such concurrence may not be used for the purpose of determining a quorum.

3.13 The presiding officer of directors' meeting shall be the President. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.14 The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.15 Compensation. Neither Directors nor officers shall receive compensation for their services as such.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Declaration of Covenants and Restrictions, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by lot owners when such is specifically required. The Association shall have all of the powers and duties necessary to enforce and administer the Declaration of Covenants and Restrictions, as it may be amended from time to time, including but not limited to the powers as set forth in the Articles of Incorporation and these Bylaws.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and shall serve at the pleasure of the Board of Directors. Any person may hold two or more offices, except that the President shall not be also the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in

the office of President of an Association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Director.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation, if any, of all employees of the Association shall be fixed by the Directors. The provision against compensation for Directors and officers shall not preclude the employing of a Director or officer as an employee of the Association, nor preclude the contracting with a Director for the enforcing of the Declaration of Covenants and Restrictions.

5.7 All officers serve at the pleasure of the Board of Directors. Any officer may be removed by a vote of not less than a majority of the Directors, at a special meeting called for that purpose.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Covenants and Restrictions and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Annual Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expense previously incurred and to provide and maintain funds for the maintenance reserves according to good accounting practices.

6.2 Assessments. Assessments against the members for their proportionate shares of the annual budget shall be made by the Board of Directors quarterly in advance on or before the 15th day of the last month preceding the calendar quarter for which the assessments are made. Such assessments shall be due and payable on first day of the calendar quarter for which they are made. If a quarterly assessment is not made as required,

an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the quarterly assessment proves to be insufficient, the assessment may be amended at any time by the Board of Directors if the assessments for the year to date do not exceed the annual budget for that year. Any assessments that do exceed such limitation shall be subject to the majority approval of the membership of the Association. The unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the Board of Directors.

6.3 The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions, Articles of Incorporation, or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment be proposed by either the Board of Directors of the Association or the members. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either:

(a) by not less than ^{80%} ~~65%~~ of the votes of the entire membership of the Association; or

(b) until the first election of directors, by all of the members of the first board of directors.

8.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner unless the lot owner so affected shall consent and no amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Covenants and Restrictions.

8.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment adopted was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the appropriate officers of the association with the formalities of a deed.

9. Minutes. Minutes of all meetings of the members and all meetings of the Board of Directors shall be kept in a book and shall be available for inspection by lot owners and board members and their

authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. Rules and Regulations. The Board of Directors may adopt reasonable rules and regulations to be uniformly applied to all members governing the details of the operation and use of the common elements.

1. 1970 DEC 17. 11:10 PM. 11:10 PM. 11:10 PM. 11:10 PM.

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION
OF OAK COURT**

DATED JUNE 8, 2009

RECORDED ON JUNE 15, 2009

Prepared by and Return To:
Richard A. Ulrich, Esq.
Judd, Ulrich, Scarlett, Wickman & Dean, P.A.
2940 South Tamiami Trail
Sarasota, FL 34239

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009071749 11 PGS
2009 JUN 15 11:00 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#1173139



**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
AND SUPPLEMENTAL DECLARATION
OF
OAK COURT**

WHEREAS, the Declaration of Covenants and Restrictions of Oak Court (the "Declaration") was recorded in Official Records Book 2977, Pages 1324 et seq., in the Public Records of Sarasota County, Florida.

WHEREAS, the owners of the lots in this subdivision have found it necessary to amend this Declaration in accordance with the procedure set forth in the Declaration of Covenants and Restrictions, Bylaws and Articles of Incorporation.

NOW, THEREFORE, the owners of lots in this subdivision, as members of Oak Court Association, Inc. (the "Association"), voted to amend the Declaration as follows:

Words in ~~strike throughs~~ are deletions from existing text. Underlined words are additions to existing text.

1. Section 3.3.01 of the Declaration of Covenants and Restrictions is deleted in its entirety:

~~3.01.01 — BY DECLARANT. DECLARANT shall have the right to convey title to any property owned by it, or any easement or interest therein, to the ASSOCIATION as COMMON AREA, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the public records of the county where the SUBJECT PROPERTY is located.~~ Purposely left blank.

2. Section 3.02 of the Declaration of Covenants and Restrictions is amended to read as follows:

3.02 USE AND BENEFIT. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by ~~DECLARANT~~ or the ASSOCIATION, for all proper and reasonable

purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS appurtenant to the title to their PROPERTY.

3. Section 3.04 of the Declaration of Covenants and Restrictions is amended to read as follows:

3.04 ADDITIONS, ALTERATIONS OR IMPROVEMENTS. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however, that the approval of eighty percent (80%) of the votes of the OWNERS shall be required for any addition, alteration or improvement or any purchase of personal property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to one and one-half (1 ½) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. ~~In addition, so long as DECLARANT owns any portion of the SUBJECT PROPERTY, DECLARANT shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DECLARANT in its sole discretion from time to time at DECLARANT's expense.~~

4. Section 3.10.02 of the Declaration of Covenants and Restrictions is amended to read as follows:

3.10.02 LANDSCAPING AND IRRIGATION. ~~In addition to all landscaping and irrigation in the COMMON AREAS, the ASSOCIATION shall maintain the landscaping and the irrigation on all LOTS. However, the BOARD shall grant an exemption from the provision to maintain an OWNER'S lot provided that an owner has agreed to meet the lawn maintenance and irrigation maintenance schedules periodically established by the BOARD. If an OWNER agrees to meet the maintenance schedules for the lawn areas and irrigation system on OWNER'S lot, the ASSOCIATION shall reduce the OWNER'S maintenance assessments by the amount of the cost to the ASSOCIATION for lot landscape and irrigation maintenance. The foregoing notwithstanding, all OWNERS must pay equally for the maintenance of the common area landscaping and irrigation and for the maintenance of the main irrigation system, including pumps, controllers, wiring and lines. However, upon~~

~~presentation of sufficient evidence to the BOARD or its designated representative that an OWNER has failed to meet the established maintenance schedules for the OWNER'S lawn and irrigation maintenance on OWNER'S lot for more than fourteen days, the BOARD shall terminate the exemption and resume landscape and irrigation maintenance on the OWNER'S lot whereupon the OWNER shall be liable for full lot assessments. An OWNER whose exemption has been terminated may not be granted another exemption for one year from the date of the termination. The BOARD may grant an exemption for lawn maintenance only or for irrigation maintenance only. Further, the BOARD may establish hours of use for gasoline powered lawn mowers, leaf blowers, and edgers. The OWNER shall be responsible for all maintenance, landscaping and irrigation on their respective lots, at their expense and pursuant to certain prescribed maintenance guidelines as may from time to time be amended by the Board.~~

5. Section 3.10.03 of the Declaration of Covenants and Restrictions is amended to read as follows:

3.10.03 UNIT MAINTENANCE. In the event any OWNER fails or refuses to maintain his LOT and UNIT in good order, appearance, and repair, the ASSOCIATION may (although it shall not be required to), after giving in reasonable notice to the OWNER, mailed to the address of the property, enter upon said property, perform the necessary maintenance of the UNIT and/or LOT, remove any refuse and do whatever is reasonably necessary to put said LOT and UNIT in proper order and appearance and shall make a reasonable charge to the OWNER for the cost of said service, collection for which supplemental service may be enforced through the provisions of Paragraph 7 Default, hereunder including the provisions for imposition of a lien and foreclosure. Failure to maintain the UNIT or LOT shall include but not be limited to peeling paint, discoloration of walls due to mildew, missing fascia or soffit, damaged or rusty doors, broken windows, torn screens, rotten or unsightly fences, unsafe or unsanitary pool conditions, and curling, torn, missing or discolored shingles, unkept yard and landscaping.

6. Section 3.10.04 of the Declaration of Covenants and Restrictions is deleted in its entirety:

~~3.10.04 OTHER MAINTENANCE. The ASSOCIATION shall make available to the OWNERS an optional level of service for yard maintenance that includes full lawn care, including fertilization and pest control; maintenance and care of trees, shrubs, and planting areas; and maintenance and repair of the irrigation system on the LOT.~~

7. Section 4.04 of the Declaration of Covenants and Restrictions is amended to read as follows:

4.04 SERVICE AND MAINTENANCE EASEMENTS. Easements are granted for lawn maintenance ~~and maintenance of UNIT by ASSOCIATION~~ as provided by DECLARATION. OWNERS and Developer shall have Service and

Maintenance Easements into the contiguous LOT or COMMON AREAS, as the case may be, which easements shall be 4 feet wide along the entire side property lines for the purpose of constructing, servicing and maintaining the UNITS, LOTS, pools, fences or other such structures as approved by the ASSOCIATION. Use of the easement shall allow the temporary removal of fences, irrigation, landscaping, or any other structure or permanent fixture; however, no more disturbance or use of the easement other than that which is reasonably required shall be permitted. The OWNER utilizing such easement shall return the easement to its original or better condition. Any landscape material removed shall be replaced with an equal number and size of plants provided that the required replacement size of plants shall be no larger than the size typically carried in local retail nurseries. In addition, the ASSOCIATION shall have an easement upon all LOTS as may be reasonably required to perform the maintenance and other obligations of the ASSOCIATION as provided in this DECLARATION.

8. Section 4.06 of the Declaration of Covenants and Restrictions is amended to read as follows:

4.06 ADDITIONAL EASEMENTS. ~~DECLARANT (so long as it owns any LOT) and the~~ ASSOCIATION, on ~~their~~its behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of ~~DECLARANT or~~ any person, entity, public or quasi public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements benefiting or affecting the SUBJECT PROPERTY. In connection with the grant, modification, relocation, abandonment or termination of any easement, ~~DECLARANT~~ASSOCIATION reserves the right to relocate roads, parking areas, utility lines, and other improvements upon or serving the SUBJECT PROPERTY. So long as the foregoing will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no consent of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the consent of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint ~~DECLARANT and/or~~ the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

9. Section 4.07 of the Declaration of Covenants and Restrictions is deleted in its entirety:

4.07 ~~SALE AND DEVELOPMENT EASEMENT.~~ ~~DECLARANT reserves and shall have an easement over, upon, across and under the SUBJECT PROPERTY as may be reasonably required in connection with the development, construction, sale and promotion, or leasing, of any LOT or UNIT within the SUBJECT PROPERTY or within any other property owned by DECLARANT.~~

10. Section 5.01.01 of the Declaration of Covenants and Restrictions is amended to read as follows:

5.01.01 OWNER TO OBTAIN APPROVAL. No OWNER shall make, install, place, or remove any building, fence, wall, mailbox, ~~solar energy system, driveway, antenna, satellite dish~~ or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER's LOT, or the exterior of the OWNER's UNIT, unless the OWNER first obtains the written approval of the ASSOCIATION ~~or DECLARANT~~ to same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

11. Section 5.01.04 of the Declaration of Covenants and Restrictions is amended to read as follows:

5.01.04 ARCHITECTURAL CONTROL VESTED IN DECLARANT BOARD. ~~Notwithstanding the foregoing, so long as DECLARANT owns any LOT, architectural control shall be vested in DECLARANT BOARD and not the ASSOCIATION, and during such period all references contained in this subparagraph to the ASSOCIATION shall be deemed to refer to DECLARANT BOARD, provided, however, that at any time DECLARANT may assign its rights of architectural control to the ASSOCIATION by a written statement.~~

12. Section 5.09 of the Declaration of Covenants and Restrictions is amended to read as follows:

5.09 MAINTENANCE. Each OWNER shall maintain his UNIT, LOT and all improvements upon his LOT in first class condition at all times.

13. Section 5.12 of the Declaration of Covenants and Restrictions is amended to read as follows:

5.12 OUTSIDE ANTENNAS. No outside signal receiving or sending antennas, dishes or devices are permitted without the ASSOCIATION's approval and shall be permitted provided they comply with all federal, state and county regulations. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY.

14. Section 5.14 of the Declaration of Covenants and Restrictions is amended to read as follows:

5.14 SIGNS. No signs shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the ASSOCIATION. ~~However, DECLARANT may maintain signs of any type and size for any purpose during the period of~~

~~construction on any portion of the SUBJECT PROPERTY. Signs required by the government or traffic signs shall be allowed.~~

15. Section 5.18 of the Declaration of Covenants and Restrictions is amended to read as follows:

5.18 SOLAR ENERGY SYSTEMS. No solar energy systems shall be located on any roofs visible from the street or from other LOTS unless their use and location comply with all federal, state and county regulations and owner first obtains approval from the BOARD.

16. Section 5.23 of the Declaration of Covenants and Restrictions is deleted in its entirety:

~~5.23 EXCEPTIONS. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, or to any undeveloped PROPERTY, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS, BUILDINGS and other improvements thereon, or any activity associated with the sale or leasing of any UNITS, by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and any developer(s) of any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any buildings or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, leasing, general office and construction operations on any PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any PROPERTY for sales, leasing, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any PROPERTY; (v) post, display, inscribe or affix to the exterior of a UNIT or upon any PROPERTY, signs and other materials used in developing, constructing, selling or promoting any PROPERTY; (vi) excavate fill from any lakes within and/or contiguous to the SUBJECT PROPERTY by dredge or dragline, store fill on the SUBJECT PROPERTY; and (vii) grow plants and trees upon the SUBJECT PROPERTY;~~

17. Section 6.03 of the Declaration of Covenants and Restrictions is deleted in its entirety:

~~6.03 DECLARATION CONTRIBUTIONS. ASSESSMENTS for COMMON EXPENSES as to any LOT not containing a UNIT, and except for the foregoing and exemptions from lot mowing the ASSESSMENTS for COMMON EXPENSES assessed against each LOT shall be equal.~~

18. Section 6.04 of the Declaration of Covenants and Restrictions is amended to read as follows:

6.0403 RESERVES. The ASSOCIATION may establish reserves to cover major repair or replacement of the pool and streets. The reserve funds shall be

kept in a separate account from the operating funds and shall only be spent for the items for which they were established. The establishment of any reserve item requires the vote of 80% of all unit OWNERS on an annual basis.

19. Section 6.05 of the Declaration of Covenants and Restrictions is deleted in its entirety:

~~6.05 Notwithstanding the foregoing, until such time as DECLARANT no longer owns any LOT, or until DECLARANT notifies the ASSOCIATION in writing that DECLARANT elects to pay ASSESSMENTS for COMMON EXPENSES as in the case of any other OWNER, DECLARANT shall not be liable for ASSESSMENTS for COMMON EXPENSES for any UNITS owned by DECLARANT but in lieu thereof, DECLARANT shall be responsible for all COMMON EXPENSES in excess of the ASSESSMENTS for COMMON EXPENSES receivable from the other OWNERS (including working capital contributions), and other income received by the ASSOCIATION. During such period when DECLARANT is not liable for ASSESSMENTS for COMMON EXPENSES for UNITS owned by DECLARANT the ASSESSMENTS for COMMON EXPENSES shall be established by DECLARANT, based upon DECLARANT's estimate of what the expenses of the ASSOCIATION would be if all UNITS and IMPROVEMENTS contemplated within the SUBJECT PROPERTY were completed, so that ASSESSMENTS for COMMON EXPENSES during such period will be approximately what said ASSESSMENTS would be if the development of the SUBJECT PROPERTY as contemplated by DECLARANT were complete. In any event, DECLARANT shall not be required to fund reserves allocated to any unbuilt UNITS or any UNITS owned by DECLARANT. Notwithstanding the foregoing, in the event the ASSOCIATION incurs any expenses not ordinarily anticipated in the day to day management and operation of the SUBJECT PROPERTY, including but not limited to expenses incurred in connection with lawsuits against the ASSOCIATION, or incurred in connection with damage to property, or injury or death to any person, which are not covered by insurance proceeds, the liability of DECLARANT for such COMMON EXPENSES shall not exceed the amount that DECLARANT would be required to pay if it was liable for ASSESSMENTS for COMMON EXPENSES as any other OWNER, and any excess amounts payable by the ASSOCIATION shall be assessed to the other OWNERS.~~

20. Section 6.06 of the Declaration of Covenants and Restrictions is amended to read as follows:

~~6.0604~~ 6.0604 ADDITIONAL CAPITAL IMPROVEMENTS. Except for those capital improvements made to the Common Area by the DECLARANT at its expense, at all times hereafter, all capital improvements to the COMMON AREAS, except for replacement or repair of those items installed by the DECLARANT and except for personal property related to the maintenance of the COMMON AREA, shall require the approval of 80% of all OWNERS at a meeting duly called for this purpose.

21. Section 7.03 of the Declaration of Covenants and Restrictions is amended to read as follows:

7.03 FINES. ~~The amount of any fine shall be determined by the BOARD, and shall not exceed the greater of \$25.00 or 1/3 of one month's ASSESSMENT for COMMON EXPENSES for the first offense, \$50.00 or 2/3 of one month's ASSESSMENT for COMMON EXPENSES for a second similar offense, and \$100.00 or one month's ASSESSMENT for COMMON EXPENSES for a third or subsequent similar offense. As provided by Florida Statute, as may be amended from time to time, Prior to imposing any fine, the OWNER, invitee, guest or tenant shall be afforded an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the ASSOCIATION or the spouse, parent, child, brother or sister of an officer, director, employee, after reasonable notice to the OWNER or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the DECLARATION, BYLAWS, Articles of Incorporation or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the ASSOCIATION. The OWNER, guest, invitee or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the BOARDCommittee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the BOARDCommittee so determines, it may impose such fine as it deems appropriate by written notice to the OWNER, guest, invitee or tenant. If the OWNER or tenant fails to attend the hearing as set by the BOARDCommittee, the OWNER, guest, invitee or tenant shall be deemed to have admitted the allegations contained in the notice to the OWNER, guest, invitee or tenant. Any fine imposed by the BOARDCommittee shall be due and payable within ten (10) days after written notice of the imposition on of the fine, or if a hearing is timely requested within ten (10) days after written notice of the BOARD'sCommittee's decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided. The fine must be reasonable and not exceed \$100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$5,000.00 in the aggregate. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs form the non-prevailing party as determined by the Court.~~

22. Section 9.01 of the Declaration of Covenants and Restrictions is amended to read as follows:

9.01 This DECLARATION may be amended upon the approval of not less than 80% of the OWNERS. ~~In addition, so long as DECLARANT owns any portion of SUBJECT PROPERTY, this DECLARATION may be amended from time to time by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by OWNERS without written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding or annexing any property to the SUBJECT PROPERTY which is contiguous and which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted. Notwithstanding the foregoing, any amendment of the DECLARATION that would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the Southwest Florida Water Management District and Sarasota County.~~

23. Section 13.06 of the Declaration of Covenants and Restrictions is deleted in its entirety:

~~13.06 ——— PERFORMANCE OF ASSOCIATION'S DUTIES BY DECLARANT. DECLARANT shall have the right from time to time, at its sole discretion, to perform at DECLARANT's expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS for COMMON EXPENSES payable by the OWNER, provided, however, that any such performance on the part of DECLARANT may be discontinued by DECLARANT at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DECLARANT.~~

24. Section 13.07 of the Declaration of Covenants and Restrictions is amended to read as follows:

~~13.0706~~ INAPPLICABILITY OF CONDOMINIUM ACT. It is acknowledged that the ASSOCIATION is not intended to be a condominium

association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718, but, in fact, shall be governed by Florida Statutes, Chapter 720.

25. Section 13.08 of the Declaration of Covenants and Restrictions is deleted in its entirety:

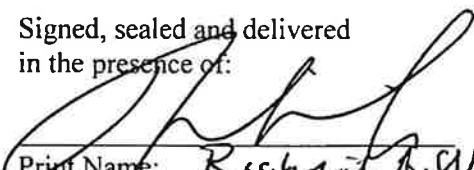
~~13.08 ACTIONS AGAINST DECLARANT. The ASSOCIATION shall not institute any legal proceedings against DECLARANT, or spend or commit to spend any ASSOCIATION funds in connection with any legal proceedings against DECLARANT, or make a special ASSESSMENT for funds to pay for costs or attorneys' fees in connection with any legal proceedings against DECLARANT, without the consent of 75% of the votes of all of the OWNERS obtained at a meeting of the OWNERS called expressly for the purpose of approving such action.~~

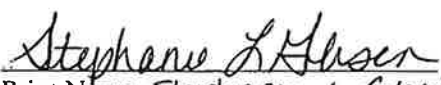
CERTIFICATE OF AMENDMENT

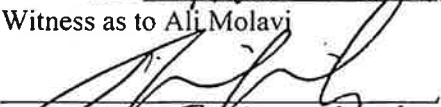
The undersigned officers of Oak Court Association, Inc., a Florida not-for-profit corporation, hereby certify that this Amendment to the Declaration of Covenants and Restrictions of Oak Court, was approved and adopted by the requisite number of owners as required by Section 9.01 of the Declaration. The undersigned further certify that the Amendment to the Declaration was adopted in accordance with the Declaration and applicable law.

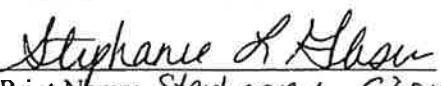
IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 8th day of June, 2009.

Signed, sealed and delivered
in the presence of:


Print Name: Richard A. Ulrich
Witness as to Ali Molavi


Print Name: Stephanie L. Gibson
Witness as to Ali Molavi


Print Name: Richard A. Ulrich
Witness as to Linda Glover


Print Name: Stephanie L. Gibson
Witness as to Linda Glover

OAK COURT ASSOCIATION, INC.,
a Florida not-for-profit corporation
not-for-profit corporation

By: 
Ali Molavi, President

Attest:


Linda Glover, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of June, 2009, by Ali Molavi, as President of Oak Court Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation who are personally known to me or who have produced _____ as identification.

My commission expires:


Print Name: Richard A. Ulrich
Notary Public

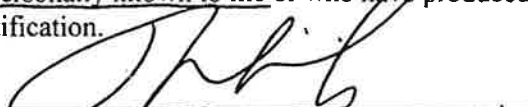


RICHARD A. ULRICH
Commission DD 643146
Expires February 22, 2011
Bonded Thru TROY Felt Insurance 800-686-7019

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of June, 2009, by Linda Glover, as Secretary of Oak Court Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation who are personally known to me or who have produced _____ as identification.

My commission expires:


Print Name: Richard A. Ulrich
Notary Public



RICHARD A. ULRICH
Commission DD 643146
Expires February 22, 2011
Bonded Thru TROY Felt Insurance 800-686-7019

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF
OAK COURT**

DATED JUNE 10, 2011

RECORDED ON JUNE 13, 2011

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2011068328 3 PGS
2011 JUN 13 02:48 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1395867

✓ Prepared by and Return To:
Richard A. Ulrich, Esq.
Judd, Ulrich, Scarlett, Wickman & Dean, P.A.
2940 South Tamiami Trail
Sarasota, FL 34239



**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
AND SUPPLEMENTAL DECLARATION
OF
OAK COURT**

WHEREAS, the Declaration of Covenants and Restrictions of Oak Court (the "Declaration") was recorded in Official Records Book 2977, Pages 1324 et seq., in the Public Records of Sarasota County, Florida.

WHEREAS, the owners of the lots in this subdivision have found it necessary to amend this Declaration in accordance with the procedure set forth in the Declaration of Covenants and Restrictions, Bylaws and Articles of Incorporation.

NOW, THEREFORE, the owners of lots in this subdivision, as members of Oak Court Association, Inc. (the "Association"), voted to amend the Declaration as follows:

Words in strikeouts are deletions from existing text. Underlined words are additions to existing text.

1. Section 7.01.03 of the Declaration of Covenants and Restrictions is amended to read as follows:

7.01.03 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS [including all assessments for common expenses, reserves, supplemental services provided by the Association, and capital improvements] owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS 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 shall relate back to the date on which the original declaration of covenants and restrictions for the community was recorded. The claim of lien shall comply with Chapter 720, Florida Statutes, as may be amended from time to time, after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owned to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to satisfaction of the lien.

2. Section 7.01.06 of the Declaration of Covenants and Restrictions is amended to read as follows:

7.01.06 Owner Assessments. Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of such funds secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new Every OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be or have been assessed to such the OWNER's LOT. Any person who acquires a LOT, except as may otherwise be provided by statute as to through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

CERTIFICATE OF AMENDMENT

The undersigned officers of Oak Court Association, Inc., a Florida not-for-profit corporation, hereby certify that this Amendment to the Declaration of Covenants and Restrictions of Oak Court, was approved and adopted by the requisite number of owners as required by Section 9.01 of the Declaration. The undersigned further certify that the Amendment to the Declaration was adopted in accordance with the Declaration and applicable law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 10th day of June, 2011.

Signed, sealed and delivered
in the presence of:

Kevin Murphy
Print Name: KEVIN MURPHY
Witness as to Mark Wilson

H. Schultz
Print Name: Heather Schultz
Witness as to Mark Wilson

William W. Glover
Print Name: WILLIAM W. GLOVER
Witness as to Linda Glover

H. Schultz
Print Name: Heather Schultz
Witness as to Linda Glover

OAK COURT ASSOCIATION, INC.,
a Florida not-for-profit corporation
not-for-profit corporation

By: Mark Wilson
Mark Wilson, President

Attest:

Linda Glover
Linda Glover, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of June, 2011, by Mark Wilson, as President of Oak Court Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation who are personally known to me or who have produced _____ as identification.

My commission expires:

Stephanie R. Arnett
Print Name: Stephanie R. Arnett
Notary Public



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of June, 2011, by Linda Glover, as Secretary of Oak Court Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation who are personally known to me or who have produced _____ as identification.

My commission expires:

Stephanie R. Arnett
Print Name: Stephanie R. Arnett
Notary Public



**SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF OAK COURT**

DATED JUNE 30, 2017

RECORDED ON JULY 10, 2017

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017085881 3 PG(S)
July 10, 2017 01:28:48 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
OAK COURT**

We hereby certify that the attached amendments to the Declaration of Covenants and Restrictions of Oak Court (which Declaration is originally recorded at Official Records Book 2977, Page 1324 et seq. of the Public Records of Sarasota County, Florida) were approved and adopted at the Annual Meeting of the Membership of the Association held on February 25, 2017 and reconvened on April 11, 2017, by the affirmative vote of at least eighty percent (80%) of the Association's total voting interests, which is sufficient for adoption under Section 9.01 of the Declaration.

DATED this 30th day of June, 2017.

Signed, sealed and delivered
in the presence of:

sign: Stephanie R. Arnett
print: Stephanie R. Arnett

sign: Susanne Bailey
print: Susanne Bailey

Signed, sealed and delivered
in the presence of:

sign: Candice Harris
print: Candice Harris

sign: Stephanie R. Arnett
print: Stephanie R. Arnett

OAK COURT ASSOCIATION, INC.

By: Mark Wilson
Mark Wilson, President

Attest: Linda Glover
Linda Glover, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of June, 2017, by Mark Wilson, as President of Oak Court Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Stephanie R. Arnett

print

Stephanie R. Arnett

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of June, 2017, by Linda Glover, as Secretary of Oak Court Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced G 416-531-49-553-0 as identification.
FL. Dr. Lic.



NOTARY PUBLIC

sign

Stephanie R. Arnett

print

Stephanie R. Arnett

State of Florida at Large (Seal)

My Commission expires:

AMENDMENTS

DECLARATION OF COVENANTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION OF OAK COURT

[Additions are indicated by underline, deletions by ~~strike through~~]

5. USE RESTRICTIONS.

5.07 Pets and Other Animals. No more than two cats and two dogs may be kept by any OWNER on the SUBJECT PROPERTY. Other animals, including but not limited to chickens, are prohibited. Dogs must be under control of the OWNER at all times on COMMON AREA. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. The BOARD may establish limits on other pets in addition to above stated limits on cats and dogs, and may establish procedures for the permanent removal of pets from the SUBJECT PROPERTY due to a violation of this paragraph.

9. AMENDMENT.

9.01 This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) ~~80%~~ of the OWNERS present and voting in person or by proxy at a meeting duly called for such purpose. In order to be effective, any amendment to this DECLARATION must ~~first~~ be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and ~~in the case of an amendment made by the OWNERS, such amendment~~ shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted. Notwithstanding the foregoing, any amendment of the DECLARATION that would affect the surface water management system, including the water management portions of the COMMON AREAS, must have the prior approval of the Southwest Florida Water Management District and Sarasota County.

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF OAK COURT**

DATED APRIL 3, 2018

RECORDED ON APRIL 10, 2018

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
OAK COURT**

We hereby certify that the attached amendment to the Declaration of Covenants and Restrictions of Oak Court (which Declaration is originally recorded at Official Records Book 2977, Page 1324 et seq. of the Public Records of Sarasota County, Florida) was approved and adopted at the Annual Meeting of the Membership of the Association held on February 10, 2018, by the affirmative vote of at least eighty percent (80%) of the Association's total voting interests, which is sufficient for adoption under Section 9.01 of the Declaration.

DATED this 3rd day of April, 2018.

Signed, sealed and delivered
in the presence of:

sign: Robert M Landry

print: Robert M Landry

sign: Josephine A. Motter

print: JOSEPHINE A. MOTTER

Signed, sealed and delivered
in the presence of:

sign: Robert M Landry

print: Robert M Landry

sign: Josephine A. Motter

print: JOSEPHINE A. MOTTER

OAK COURT ASSOCIATION, INC.

By: Mark A. Wilson
Mark Wilson, President

Attest: Linda Glover
Linda Glover, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of April, 2018, by Mark Wilson, as President of Oak Court Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

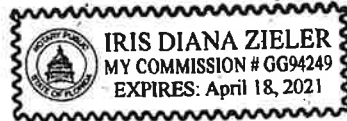
NOTARY PUBLIC

sign Iris Diana ZIELER

print Iris Diana ZIELER

State of Florida at Large (Seal)

My Commission expires: 4/18/21



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of April, 2018, by Linda Glover, as Secretary of Oak Court Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

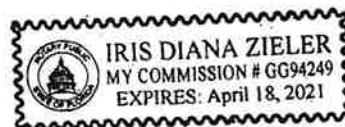
NOTARY PUBLIC

sign Iris Diana ZIELER

print Iris Diana ZIELER

State of Florida at Large (Seal) 4/18/21

My Commission expires:



AMENDMENT

**DECLARATION OF COVENANTS AND RESTRICTIONS
AND SUPPLEMENTAL DECLARATION
OF
OAK COURT**

[Additions are indicated by underline, deletions by ~~strike-through~~]

5. USE RESTRICTIONS.

5.05 Garbage and Trash. All containers, dumpsters, or other garbage facilities shall be stored inside a UNIT. However, notwithstanding the foregoing or anything else in this Declaration to the contrary, construction dumpsters may be left in driveways for reasonable periods of time with prior written approval of the Board. The BOARD may enact Rules and Regulations to implement this provision.

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF OAK COURT**

DATED MARCH 22, 2019

RECORDED ON APRIL 5, 2019

Prepared by and Return to:
✓ Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
OAK COURT**

We hereby certify that the attached amendment to the Declaration of Covenants and Restrictions of Oak Court (which Declaration is originally recorded at Official Records Book 2977, Page 1324 et seq. of the Public Records of Sarasota County, Florida) was approved and adopted at the Annual Meeting of the Membership of the Association held on February 9, 2019, upon the approval of not less than two-thirds (2/3) of the Owners present and voting in person or by proxy at a meeting duly called for that purpose, which is sufficient for adoption under Section 9.01 of the Declaration.

DATED this 22ND day of March, 2019.

Signed, sealed and delivered
in the presence of:

sign: Jaime B Hamill

print: Jaime B Hamill

sign: Jaime

print: Stephanie Arnett

Signed, sealed and delivered
in the presence of :

sign: Jaime B Hamill

print: Jaime B Hamill

sign: Jaime

print: Stephanie Arnett

OAK COURT ASSOCIATION, INC.

By: Mark Wilson
Mark Wilson, President

Attest: Linda Glover
Linda Glover, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of March, 2019, by Mark Wilson, as President of Oak Court Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

A handwritten signature in cursive script, appearing to read "Stephanie Arnett".

print

Stephanie Arnett

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of March, 2019, by Linda Glover, as Secretary of Oak Court Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced G-416-531-49-553-0 as identification.



NOTARY PUBLIC

sign

A handwritten signature in cursive script, appearing to read "Stephanie Arnett".

print

Stephanie Arnett

State of Florida at Large (Seal)

My Commission expires:

AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS OF OAK COURT

[Additions are indicated by underline]

5. USE RESTRICTIONS.

5.21 Leasing

No more than 20% of the Lots or Units in Oak Court may be leased at any one time. If at the date of recording of this amendment, more than 20% of Lots or Units are leased, no more Lots or Units may be leased until that number drops below 20%.

No Lot or Unit may be leased or rented for a period of fewer than 12 months other than leases existing on the date this amendment is recorded in the County records or a lease for any Lot or Unit acquired by the Association by foreclosure or by a deed in lieu of such foreclosure. No Lot or Unit may be leased more than once in a 12-month period. Any leases must be for the entire Lot or Unit and no part of a Lot or Unit or individual room may be rented or leased. Subleases and assignments are prohibited. Short-term vacation rentals are prohibited.

Owners shall obtain the Board's approval prior to leasing a Lot or Unit. Lot or Unit Owners desiring to lease their Lot or Unit must notify the Board by submitting a completed Lease Agreement Form developed by the Board accompanied by a copy of the proposed lease to the Association property management company. The provisions of this Article shall be deemed to be automatically included in any lease.

Tenants are required to comply with all applicable Rules and Regulations of the Association. The owner is responsible for providing a copy of the Association Rules and Regulations to the renter(s).

The Board may promulgate any and all rules necessary to implement and enforce this provision, including but not limited to rules regarding the lease application and review of same and penalties for violation of this provision.

[subsequent subsections shall be renumbered accordingly]

**NOTICE OF PRESERVATION OF DECLARATION OF
COVENANTS AND RESTRICTIONS OF OAK COURT**

DATED NOVEMBER 19, 2021

RECORDED ON JANUARY 11, 2022

Prepared by and return to:
✓ Leah E. Ellington, Esq.
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2022005827 18 PG(S)
January 11, 2022 04:41:50 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS AND RESTRICTIONS OF OAK COURT

COMES NOW, OAK COURT ASSOCIATION, INC., a Florida not for profit corporation (herein, "the Association"), by and through its undersigned officers, pursuant to the requirements of Sections 712.05 and 712.06, Florida Statutes, and certify that the following information is true and correct:

1. The name of the Association is OAK COURT ASSOCIATION, INC. (herein, "the Association"), whose address is 2848 Proctor Road, Sarasota, FL 34231.

2. The subdivision operated by the Association, Oak Court, is subject to the Declaration of Covenants and Restrictions of Oak Court originally recorded at Official Records Book 2977, Page 1324 et seq. of the public records of Sarasota County, Florida (herein, "the Restrictions").

3. At the November 15th, 2021 meeting of the Association's Board of Directors, the Association's Board of Directors voted to preserve the Restrictions, in accordance with Section 712.05 of the Florida Statutes.

4. Attached hereto as Exhibit "A", and incorporated herein is an affidavit executed by a member of the Association's Board of Directors affirming that the Board caused the Statement of Marketable Title Action to be mailed or hand-delivered to all members of the Association.

5. The full and complete legal descriptions of all land affected by this Notice are as follows:

PHASE 1-A

DESCRIPTION

SITUATED IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°57'16" EAST 1407.22 FEET; THENCE SOUTH 01°07'53" EAST 401.50 FEET; THENCE NORTH 89°58'28" EAST 108.20 FEET; THENCE SOUTH 01°38'58" EAST 215.98 FEET TO THE POINT-OF-BEGINNING AND ALSO BEING THE SOUTHWEST CORNER OF LOT 24, OAK COURT PHASE 1-A, A SUBDIVISION RECORDED IN PLAT BOOK 38, PAGES 49, 49A AND 49B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE FROM SAID POINT-OF-BEGINNING AND ALONG THE SOUTHERLY LINES OF OAK COURT PHASE 1-A THE FOLLOWING COURSES: 1) NORTH 88°47'36" EAST 197.22 FEET; 2) NORTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 28.11 FEET, SAID CURVE HAVING A RADIUS OF 767.00 FEET, A CENTRAL ANGLE OF 02°08'00" AND A CHORD WHICH BEARS NORTH 00°04'36" WEST 28.11 FEET; 3) NORTH 88°47'36" EAST 298.78 FEET; 4) NORTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF 13.43 FEET, SAID CURVE HAVING A RADIUS OF 717.00 FEET, A CENTRAL ANGLE OF 01°04'23" AND A CHORD WHICH BEARS NORTH 00°45'21" WEST 13.43 FEET; THENCE ALONG THE SOUTH LINE OF OAK COURT, PHASE 1-B, A SUBDIVISION RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA NORTH 88°47'36" EAST 147.49 FEET; THENCE SOUTH 01°12'24" EAST 419.00 FEET; THENCE SOUTH 88°47'36" WEST 91.02 FEET; THENCE SOUTH 01°12'24" EAST 144.09 FEET; THENCE NORTH 89°13'59" EAST 91.02 FEET; THENCE SOUTH 01°12'24" EAST 200.01 FEET; THENCE SOUTH 89°13'59" WEST 638.61 FEET; AND THENCE NORTH 01°38'58" WEST 717.38 FEET TO THE POINT-OF-BEGINNING CONTAINING 10.630 ACRES.

PHASE 1-B

DESCRIPTION

SITUATED IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°57'16" EAST 1407.22 FEET; THENCE NORTH 01°07'50" WEST 5.68 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF FRUITVILLE ROAD (S.R. 780); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°12'16" EAST 563.46 FEET; THENCE SOUTH 01°12'24" EAST 156.87 FEET; THENCE EASTWARDLY ON A CURVE CONCAVE SOUTHWARDLY, AN ARC DISTANCE OF 117.75 FEET TO THE POINT-OF-BEGINNING, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 134°55'50" AND A CHORD WHICH BEARS SOUTH 51°33'57" EAST 92.36 FEET;

THENCE FROM SAID POINT-OF-BEGINNING, NORTH 88°47'36" EAST 118.87 FEET; THENCE SOUTH 01°12'24" EAST 364.00 FEET; THENCE SOUTH 88°47'36" WEST 147.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TALL TREES COURT, A PRIVATE STREET IN OAK COURT, PHASE 1-A, A SUBDIVISION RECORDED IN PLAT BOOK 38, PAGES 49, 49A, & 49B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE AFORESAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES:

1. NORTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF 73.40 FEET, SAID CURVE HAVING A RADIUS OF 717.00 FEET, A CENTRAL ANGLE OF 05°51'56" AND A CHORD WHICH BEARS NORTH 02°42'49" EAST 73.37 FEET TO A POINT OF TANGENCY;
2. NORTH 05°38'47" EAST 97.66 FEET TO A POINT OF CURVATURE;
3. NORTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 93.65 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 783.00 FEET, A CENTRAL ANGLE OF 06°51'11" AND A CHORD WHICH BEARS NORTH 02°13'11" EAST 93.60 FEET;
4. NORTH 01°12'24" WEST 55.59 FEET TO A POINT OF CURVATURE;
5. NORTHWARDLY ON A CURVE TO THE LEFT AN ARC DISTANCE OF 22.41 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 12°50'34" AND A CHORD WHICH BEARS NORTH 07°37'41" EAST 22.37 FEET;
6. NORTHEASTWARDLY ON A CURVE TO THE RIGHT AN ARC DISTANCE OF 8.48 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 48°36'51" AND A CHORD WHICH BEARS NORTH 10°15'28" EAST 8.23 FEET;
7. NORTHEASTWARDLY ON A CURVE TO THE LEFT AN ARC DISTANCE OF 16.29 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 18°39'55" AND A CHORD WHICH BEARS NORTH 25°13'56" EAST 16.22 FEET TO THE POINT-OF-BEGINNING CONTAINING 1.110 ACRES.

PHASE 2-A & 2-B

DESCRIPTION

SITUATED IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°57'16" EAST 1407.22 FEET; THENCE SOUTH 01°07'53" EAST 401.50 FEET; THENCE NORTH 89°58'28" EAST 108.20 FEET; THENCE SOUTH 01°38'58" EAST 215.96 FEET TO THE POINT-OF-BEGINNING AND ALSO BEING THE SOUTHWEST CORNER OF LOT 24, OAK COURT PHASE 1-A, A SUBDIVISION RECORDED IN PLAT BOOK 38, PAGES 49, 49A AND 49B, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

THENCE FROM SAID POINT-OF-BEGINNING AND ALONG THE SOUTHERLY LINES OF OAK COURT PHASE 1-A THE FOLLOWING COURSES: 1) NORTH 88°47'36" EAST 197.22 FEET; 2) NORTHWARDLY ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 28.11 FEET, SAID CURVE HAVING A RADIUS OF 767.00 FEET, A CENTRAL ANGLE OF 02°06'00" AND A CHORD WHICH BEARS NORTH 00°04'36" WEST 28.11 FEET; 3) NORTH 88°47'36" EAST 298.76 FEET; 4) NORTHWARDLY ON A CURVE CONCAVE EASTWARDLY AN ARC DISTANCE OF 13.43 FEET, SAID CURVE HAVING A RADIUS OF 717.00 FEET, A CENTRAL ANGLE OF 01°04'23" AND A CHORD WHICH BEARS NORTH 00°45'21" WEST 13.43 FEET; THENCE ALONG THE SOUTH LINE OF OAK COURT, PHASE 1-B, A SUBDIVISION RECORDED IN PLAT BOOK 39, PAGES 39 AND 39A, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA NORTH 88°47'36" EAST 147.49 FEET; THENCE SOUTH 01°12'24" EAST 419.00 FEET; THENCE SOUTH 88°47'36" WEST 91.02 FEET; THENCE SOUTH 01°12'24" EAST 144.09 FEET; THENCE NORTH 89°13'59" EAST 91.02 FEET; THENCE SOUTH 01°12'24" EAST 200.01 FEET; THENCE SOUTH 89°13'59" WEST 638.61 FEET; AND THENCE NORTH 01°38'58" WEST 717.38 FEET TO THE POINT-OF-BEGINNING CONTAINING 10.630 ACRES.

PHASE 1-C

DESCRIPTION

SITUATED IN SECTION 23, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND BEING PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, NORTH 88°57'16" EAST 1407.22 FEET; THENCE NORTH 01°07'50" WEST 5.68 FEET TO THE SOUTHERLY MAINTAINED RIGHT-OF-WAY LINE OF FRUITVILLE ROAD (S.R. 780); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°12'16" EAST 563.46 FEET; THENCE SOUTH 01°12'24" EAST 156.87 FEET; THENCE EASTWARDLY ON A CURVE CONCAVE SOUTHWARDLY, AN ARC DISTANCE OF 60.10 FEET TO THE POINT-OF-BEGINNING, SAID CURVE HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 68°52'20" AND A CHORD WHICH BEARS SOUTH 84°35'43" EAST 56.55 FEET;

THENCE FROM SAID POINT-OF-BEGINNING, NORTH 88°57'16" EAST 133.63 FEET TO THE EAST LINE OF LANDS OF POLO CLUB ASSOCIATES FINAL SUMMARY JUDGEMENT RECORDED IN O.R. BOOK 3013, PAGE 2789, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 01°12'24" EAST 52.04 FEET ALONG SAID EAST LINE OF LANDS OF POLO CLUB ASSOCIATES TO THE NORTHEAST CORNER OF LOT 2, OAK COURT, PHASE 1-B, A SUBDIVISION RECORDED IN PLAT BOOK 39, PAGE 39 & 39A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE SOUTH 88°47'36" WEST 118.87 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTHWARDLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF TALL TREES COURT, A PRIVATE STREET IN OAK COURT, PHASE 1-A, A SUBDIVISION RECORDED IN PLAT BOOK 39, PAGES 49, 49A & 49B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA ON A CURVE CONCAVE WESTWARDLY AN ARC DISTANCE OF 57.65 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 66°03'31" AND A CHORD WHICH BEARS NORTH 17°07'47" WEST 54.51 FEET TO THE POINT-OF-BEGINNING.

A copy of the above-referenced plats of the subdivision is attached hereto as Exhibit "B", and incorporated herein. A full and complete legal description of the land may be located on the attached plats.

DATED this 19 day of November, 2021.

Signed, sealed and delivered
in the presence of:

Sign: [Signature]
Print: Stephanie Arnett

Sign: [Signature]
Print: Jaime B Hamill

Sign: [Signature]
Print: Stephanie Arnett

Sign: [Signature]
Print: Jaime B Hamill

OAK COURT ASSOCIATION, INC.

By: [Signature]
Mark Wilson, President

Attest: [Signature]
Kathleen Ziggas, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged and sworn to before me this 19 day of November, 2021, by Mark Wilson as President of OAK COURT ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign: [Signature]

Print: Stephanie Arnett
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged and sworn to before me this 19th day of November, 2021, by Kathleen Ziggas as Secretary of OAK COURT ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FL DL as identification.

2220 518 44 7480



NOTARY PUBLIC

Sign: [Signature]

Print: Stephanie Arnett
State of Florida at Large (Seal)
My Commission expires:

OAK COURT ASSOCIATION, INC.

AFFIDAVIT OF MAILING OR HAND DELIVERING
STATEMENT OF MARKETABLE TITLE ACTION AND
NOTICE AND AGENDA OF BOARD OF DIRECTORS' MEETING

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, authorized by law to administer oaths and take acknowledgments, personally appeared Jus Ziler, who after being by me first duly sworn according to law, depose and says:

1. Affiant is Property Mgr of OAK COURT ASSOCIATION, INC. (herein, "the Association"), and has personal knowledge of the matters contained herein.

2. The attached Statement of Marketable Title Action and Notice and Agenda of the meeting of the Board of Directors of OAK COURT ASSOCIATION, INC., held on November 15, 2021, at 6:30 am at the offices of Alexis Prop. Mgmt. Co to Meeting App., were mailed or hand-delivered to all Association members not less than seven (7) days prior to the Board meeting in accordance with the requirements of Section 720.303(2)(c)1 of the Florida Statutes. The notices were mailed or hand-delivered to each Association member at the address last furnished to the Association as it appears on the official roster of members.

FURTHER AFFIANT SAITH NOT.

OAK COURT ASSOCIATION, INC.

Signature: Jus Ziler
Print Name: Jus Ziler
Title: Property Mgr

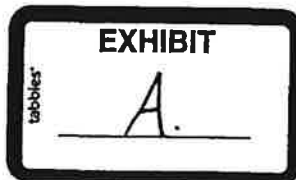
The foregoing instrument was sworn to and acknowledged before me this 22nd day of November, 2021, by Jus Ziler as Property Mgr of OAK COURT ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC



NICOLETTE BROCK
Commission # GG 318133
Expires June 8, 2023
Bonded Thru Budget Notary Services

Sign: Nicolette Brock
Print: NICOLETTE BROCK
State of Florida at Large (Seal)
My Commission expires: 6/8/23



MEETING OF THE BOARD OF DIRECTORS
OAK COURT ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that a meeting of the Board of Directors of OAK COURT ASSOCIATION, INC. will be held at the date, hour, and place noted below:

DATE: November 15, 2021

HOUR: 6:30 p.m.

PLACE: VIA GO TO MEETING

APPLICATION OR IN PERSON AT

ARGUS PROPERTY MANAGEMENT

OFFICES- 2477 STICKNEY PT. RD.

SARASOTA FL. 34231

MEETING ROOM 209B!

BOARD RECOMMENDS USE OF GO TO MEETING APPLICATION INSTRUCTIONS ATTACHED

The agenda for the Board meeting is as follows:

1. Call to order.
2. Proof of Notice of Meeting.
3. Approval of minutes of previous meeting.
4. Unfinished business - (none).
5. Discussion and Vote to Preserve and Protect the Declaration of Covenants and Restrictions of Oak Court from Extinguishment by the Florida Marketable Record Title Act (Chapter 712, Florida Statutes) by Filing for Public Record the Required Notice of Preservation.
6. Adjournment.

Dated this 5th day November , 2021.

OAK COURT ASSOCIATION, INC.

Mark Wilson, President

Mark Wilson, President

(Corporate Seal)

STATEMENT OF MARKETABLE TITLE ACTION

OAK COURT ASSOCIATION, INC., a Florida corporation not for profit and a homeowners' association (herein, "the Association") has taken action to ensure that the Declaration of Covenants and Restrictions of Oak Court, originally recorded at Official Records Book 2977, Page 1324 et seq., of the Public Records of Sarasota County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status with regard to the affected real property. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the Public Records of Sarasota County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

RESOLUTION

OAK COURT ASSOCIATION, INC.

WHEREAS, OAK COURT ASSOCIATION, INC. (herein, "the Association") is a Florida Not for Profit Corporation and a mandatory homeowners association; and

WHEREAS, Section 2.03 of the Declaration of Covenants and Restrictions of Oak Court, which is originally recorded in Official Records Book 2977, Page 1324 et seq., of the Public Records of Sarasota County, Florida (herein, "the Restrictions") provides that the Association has standing to enforce the Restrictions; and

WHEREAS, Sections 712.05 and 712.06, Florida Statutes, authorize the Association's Board of Directors to preserve and protect the Restrictions from extinguishment by the operation of Chapter 712, Florida Statutes by executing and filing for Public Record the Notice of Preservation of Declaration of Covenants and Restrictions of Oak Court; and


WHEREAS, not less than a majority of the members of the Association's Board of Directors approved this Resolution at a duly-noticed meeting of the Board of Directors.

NOW THEREFORE, the Association Board of Directors hereby approves and adopts the following resolution:

BE IT RESOLVED, that the Board of Directors of the Association hereby elects to preserve and protect the Restrictions from extinguishment by the operation of Chapter 712, Florida Statutes, by executing and filing for Public Record the Notice of Preservation of Declaration of Covenants and Restrictions of Oak Court pursuant to the statutory authority of Sections 712.05 and 712.06, Florida Statutes (2018).

The undersigned hereby certifies that the Association Board of Directors duly adopted the above Resolution on this 15 day of November, 2021, at a duly-noticed meeting of the Board of Directors.

OAK COURT ASSOCIATION, INC.


Mark Wilson, President

[Corporate Seal]

REGISTRATION OF GOVERNMENT DOCUMENTS AND
OFFICIAL RECORDS BOOK NUMBER 1 AT PAGES 1351
OF THE PUBLIC RECORDS OF SAVANNAH COUNTY,
GEORGIA, IS RECORDED IN OFFICIAL RECORDS BOOK 2877
AT PAGES 1250, 1251 AND 1252 OF THE PUBLIC RECORDS
OF THE TWO THIRTY-NINTH CLERK OF SUPERIOR COURT
OF SAVANNAH COUNTY, GEORGIA. THE PUBLIC RECORDS
OF SAVANNAH COUNTY, GEORGIA, ARE RECORDED
IN OFFICIAL RECORDS BOOK NUMBER 2877 AT PAGES 1250
AND 1251 OF THE TWO THIRTY-NINTH CLERK OF SUPERIOR
COURT OF SAVANNAH COUNTY, GEORGIA. THE PUBLIC RECORDS
OF SAVANNAH COUNTY, GEORGIA, ARE RECORDED
IN OFFICIAL RECORDS BOOK NUMBER 2877 AT PAGES 1250
AND 1251 OF THE TWO THIRTY-NINTH CLERK OF SUPERIOR
COURT OF SAVANNAH COUNTY, GEORGIA. THE PUBLIC RECORDS
OF SAVANNAH COUNTY, GEORGIA, ARE RECORDED
IN OFFICIAL RECORDS BOOK NUMBER 2877 AT PAGES 1250
AND 1251 OF THE TWO THIRTY-NINTH CLERK OF SUPERIOR
COURT OF SAVANNAH COUNTY, GEORGIA.

PRIVATE ROADS: ALL STREETS OR ROADS DESIGNATED PRIVATE AS PRIVATE STREETS OR ROADS ARE HEREBY SPECIFICALLY SET ASIDE FOR USE OF ABUTTING PROPERTY OWNERS ONLY, AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR THE COUNTY OF SASKATCHEWAN. IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS INCURRED UPON THE COUNTY, NOR SHALL ANY REQUEST BE EVER ENTERTAINED BY THE COUNTY TO MAINTAIN OR IMPROVE SAID PRIVATE STREETS OR ROADS.

COINCIDE AT THE NORTHWEST CORNER OF THE QUARTERLY QUANTER OF SAID SECTION 22, BEING ALONG THE NORTH LINE OF SAID QUARTERLY QUANTER, NORTH BEING EAST 167.22 FEET FOR A POINT OF BEGINNING.

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

FEET IN WIDTH ALONG EACH FRONT LOT LINE, DON'T (6) FEET IN WIDTH ALONG EACH REAR LOT LINE, AND THE (6) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED, AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE, AND UNDERGROUND UTILITIES, CABLE, TELEVISION, AND BROADCAST, WHERE AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE EASEMENTS.

PLATTED LAND IS SUBJECT TO PPL EASEMENT
RECORDED IN CR. BK. 1283, P. 44
PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

THIS IS A CLUSTER HOUSING CONCEPT PLAN, BUILDING SETBACKS VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.

COUNTY OF SASSAROTA

THE POLO CLUB ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP, BY NATHAN DEVELOPMENT, INC., A FLORIDA CORPORATION, VOUE DEVELOPMENT CORPORATION, DELCAN INTERNATIONAL CORPORATION, AND HIGHLAND RIDGE DEVELOPMENT, INC., ALL GENERAL PARTNERS, HEREBY CERTIFIES OWNERSHIP OF "DAK COUNT, PHASE I-A" SHOWN HEREON.

Said partnership does hereby dedicate and set apart the public drainage and utility easements shown and described on this plat, for said uses and purposes to the county of Sarasota forever.

[illegible]

1. Charles E. Smith, BRANTHAM DEVELOPMENT, INC.,
A FLORIDA CORPORATION
AS GENERAL MANAGER
BY: [Signature]
W. R. ROBERTS
AS PRESIDENT

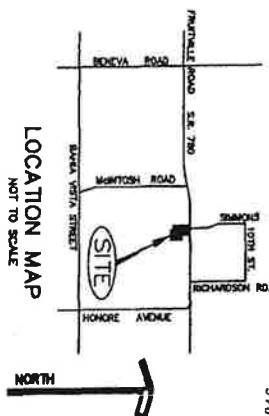
AGENTS: Mr. VOUE DEVELOPMENT CORPORATION
AS GENERAL PARTNER
By: *[Signature]*
ANDRE HEBERT.

By: David L. Linder
DANIEL LINDER
AS COORDINATING PARTNER
BY: Debra L. Linder
Debra L. Linder
AS COORDINATING PARTNER
BY: David L. Linder
DANIEL LINDER
AS COORDINATING PARTNER

Finland BY ROBERT MURPHY
AS PRESIDENT

57063152

NOT TO SCALE



IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN
OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF
COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA,
FLORIDA THIS 20th DAY of September, A.D. 1975.

Robert J. Patten
CHAIRMAN,
BOARD OF COUNTY COMMISSIONERS

Paul J. Patten
COUNTY ATTORNEY

W. H. H. H.
COUNTY ENGINEER

5

COURT OF SASSAOSTA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLETES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA, PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT WAS BEEN PAID FOR RECORD IN PLAT BOOK 50, PAGE(S) 106, IN THE PUBLIC RECORDS OF SASSAOSTA COUNTY, FLORIDA, THIS 11TH DAY OF MAY, A.D. 1987.

KAREN E. MUSHAK, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA
Brian M. Hamel
 DEPUTY CLERK

[illegible]

LAWRENCE R. WEBER
STATE OF FLORIDA REGISTERED
PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NO. 3568

WEBER ENGINEERING & SURVEYING, INC.
3002 North Road - Suite A, Darmstadt, Florida 34432
Telephone (841) 881-8914

EXHIBIT

5.

FRUITVILLE ROAD (S.R. 780)

PLAT BOOK 38, PAGE 49-A
SHEET 2 OF 3
OAK COURT, PHASE I-A
SECTION 21, TOWNSHIP 32 SOUTH, RANGE 18 EAST
DADE COUNTY, Florida

WEBER ENGINEERING & SURVEYING, INC.

THE UNIVERSITY OF MICHIGAN LIBRARY
ANN ARBOR, MICHIGAN 48106-1064

NOTICE:
There is a cluster housing concept that buildings are placed very in accordance with appropriate zoning regulations.

2858.32' (2857.88' per D.O.T.)
 0102°38'W (300°30'05" W per D.O.T.)

☐ Division P.C.P. Sub. 4th Floor Customer Relationship, P.L.S. 65044
☐ Division P.C.P. Sub. 6th/7th Floor v/Comp, P.L.S. 65044
☐ Division P.C.P. Sub. 6th Christian, Mr. King & Birt, P.L.S. 65044
☐ Division Performance Sub. Division on retail
☐ Division on Growth Dimension
☐ Division Data Number

1. The following data are based on the North End of the Bay 1/4 of Section 11, Township 33N, Range 12E, located in the County of Lincoln, Ontario.

2. Section 11 is divided into 36 lots, numbered 1 to 36, as shown on the attached plan, and is based on Standard County Survey Map 100, 101, and is published as a 1:50,000 scale map.

3. Lot 10 of Subdivision 7, 1046 Avenue

4. Subdivision 7, 1046 Avenue

5. Subdivision 7, 1046 Avenue

6. Subdivision 7, 1046 Avenue

7. Subdivision 7, 1046 Avenue

8. Subdivision 7, 1046 Avenue

9. Subdivision 7, 1046 Avenue

10. Subdivision 7, 1046 Avenue

11. Subdivision 7, 1046 Avenue

12. Subdivision 7, 1046 Avenue

13. Subdivision 7, 1046 Avenue

14. Subdivision 7, 1046 Avenue

15. Subdivision 7, 1046 Avenue

16. Subdivision 7, 1046 Avenue

17. Subdivision 7, 1046 Avenue

18. Subdivision 7, 1046 Avenue

19. Subdivision 7, 1046 Avenue

20. Subdivision 7, 1046 Avenue

21. Subdivision 7, 1046 Avenue

22. Subdivision 7, 1046 Avenue

23. Subdivision 7, 1046 Avenue

24. Subdivision 7, 1046 Avenue

25. Subdivision 7, 1046 Avenue

26. Subdivision 7, 1046 Avenue

27. Subdivision 7, 1046 Avenue

28. Subdivision 7, 1046 Avenue

29. Subdivision 7, 1046 Avenue

30. Subdivision 7, 1046 Avenue

31. Subdivision 7, 1046 Avenue

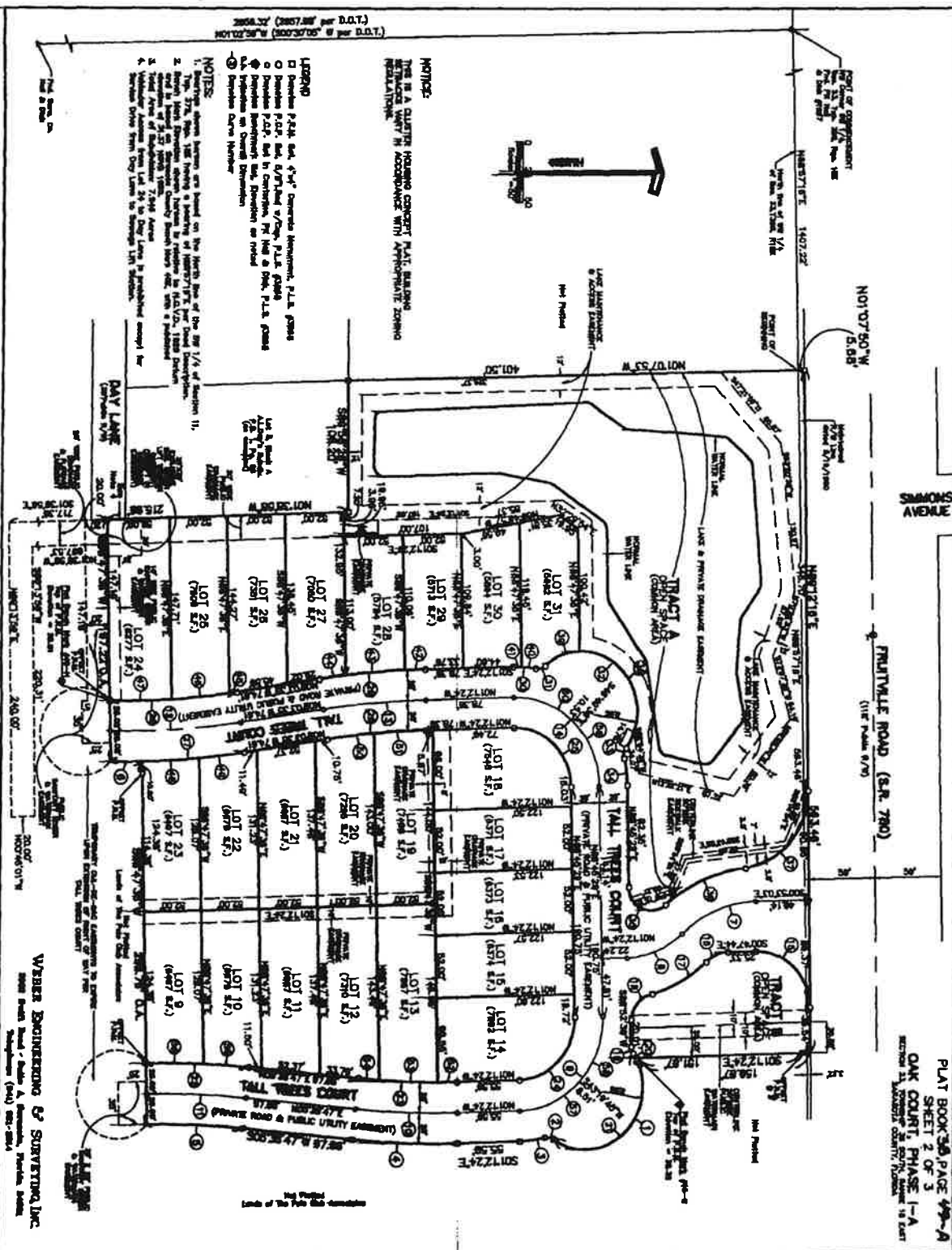
32. Subdivision 7, 1046 Avenue

33. Subdivision 7, 1046 Avenue

34. Subdivision 7, 1046 Avenue

35. Subdivision 7, 1046 Avenue

36. Subdivision 7, 1046 Avenue



LOT LINE ESSENTIALS:

WHILE THE LOT LINE ESSENTIALS ARE NEARLY IDENTICAL, ESSENTIALS OF TEN (10') OR MORE FEET IN WIDTH ALONG EACH FRONT LOT LINE, EIGHT (8') OR MORE FEET IN WIDTH ALONG EACH REAR LOT LINE AND FIVE (5) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE NOT NECESSARILY CREATED AND PROVIDED FOR THE PURPOSE OF ACCOMMODATING OVERHEAD, SURFACE AND UNDERGROUND UTILITIES, CABLE TELEVISION AND DRIVAGE, WHERE AN EXISTING BUILDING OCCUPIES MORE THAN ONE LOT IS USED AS A BUILDING SETBACK, THE OUTSIDE BOUNDARY OF SAID SITE SHALL BE SUBJECT TO THE LOT LINE ESSENTIALS.

THE POLO CLUB ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP, BY NATHAN DEVELOPMENT, INC., A FLORIDA CORPORATION, VOICE DEVELOPMENT CORPORATION, DELCEN INTERNATIONAL CORPORATION, AND HOWLAND ROSE DEVELOPMENT, INC., ALL GENERAL PARTNERS, HEREBY CERTIFIES OWNERSHIP OF "DAX COURT, PHASE 1-B" SHOWN HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED GENERAL PARTNERS OF THE ABOVE ENTITLED PARTNERSHIP, HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SEALS, THIS 10th DAY OF February, 1964.

**POOL CLUB ASSOCIATES,
A FLORIDA GENERAL PARTNERSHIP**

BY: Nathan D. Bell NATHAN DEVELOPMENT, INC.,
A FLORIDA CORPORATION
AS GENERAL PARTNER
BY: Robert R. Rogers ROBERT R. ROGERS
AS PRESIDENT

By: David E. [Signature] AS GENERAL PARTNER
YOUNG DEVELOPMENT CORPORATION
AS PARTNER
THOMAS HERBERT,
AS PARTNER

100001 F&C BY: DELCAN INTERNATIONAL
CORPORATION
AS GENERAL PARTNER
BY: *[Signature]*
RUEL URGUT
AS PRESIDENT

BY Robert Mendenhall
ROBERT MENDENHALL
AS PRESIDENT

OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SARASOTA FLORIDA THIS 22 DAY OF August 1998.

COUNTY ENGINEER

COUNTY ATTORNEY

CERTIFICATE OF APPROVAL OF CASHLY CASH
STATE OF FLORIDA) S.S.
COUNTY OF SARASOTA)

I, KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT OF SARASOTA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 24 PAGES 21. PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 17 DAY OF MARCH, A.D., 1998.

MAKEN E. RUSSELL, CLERK OF THE CIRCUIT
COURT OF SARASOTA COUNTY, FLORIDA
BY Debbie M. Howard
DEPUTY CLERK

[illegible]

12-20-95
DATE OF SURVEY

STATE OF FLORIDA REGISTERED
PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NO. 34889

WEBER ENGINEERING & SURVEYING, INC.
3002 Swift Road - Suite A, Sarasota, Florida 34231
Telephone (811) 821-5014

NOTICE: THE PLAN, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LAYOUT DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAN.

WITNESS MY HAND AND OFFICIAL SEAL AT SAINTSOTA
COUNTY, FLORIDA, THIS 2 DAY OF April, AD
1988

MY COMMISSION EXPIRES _____

CLAYTON E. LA BODOLA
MY COMMISSION EXPIRES _____
SAINTSOTA, FLORIDA 34688

Notary Public for the State of Florida

Notary Public, State of Florida
AT LARGE

WITNESS MY HAND AND OFFICIAL SEAL AT
THIS 10th DAY OF SEPTEMBER, A.D.
1998

MY COMMISSION EXPIRES 02-10-2003 26 1999

CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME AS SUCH GENERAL PARTNER, FOR AND IN BEHALF OF SAID GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME AND WHO TOOK AN OATH.

MY COMMISSION EXPIRES OCTOBER 25, 1999

MOULIN FORTÉ
NOTARY PUBLIC, PROVINCE OF QUEBEC
AT LARGE

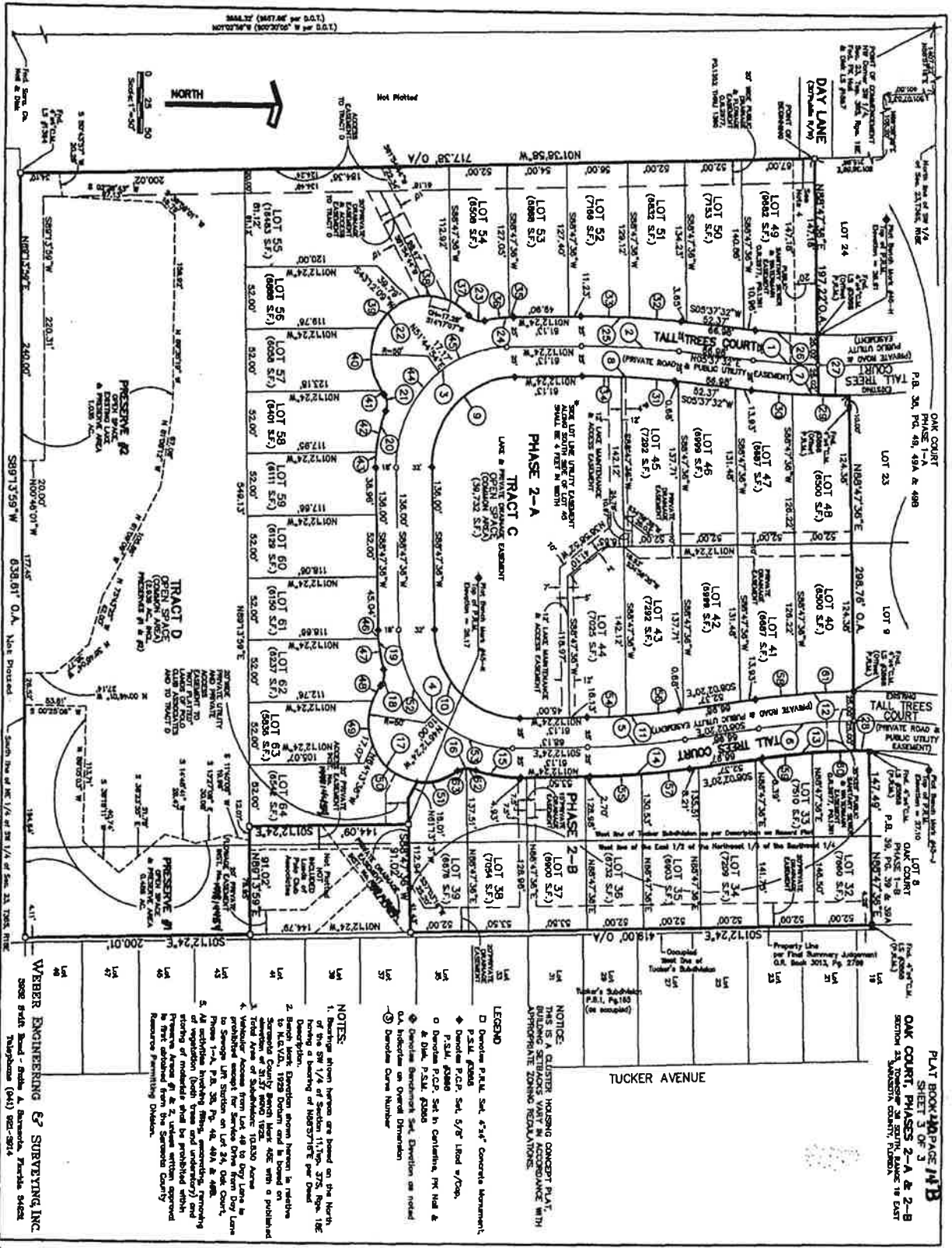
CERTIFICATE OF OWNERSHIP AND DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME AS SUCH GENERAL PARTNER, FOR AND IN BEHALF OF SAID GENERAL PARTNERSHIP, WHO IS PERSONALLY KNOWN TO ME AND WHO TOOK AN OATH.

MY COMMISSION EXPIRES _____
 WITNESS MY HAND AND OFFICIAL SEAL AT TAMPA, FLORIDA THIS 22 DAY OF SEPTEMBER, A.D. 1998

 ELEANOR W. HOLMES GIBBELL
 CLERK OF THE SUPREME COURT
 1000 N. GULF BLVD., SUITE 1000
 TAMPA, FLORIDA 33602

James W. Hunsaker
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

WEBER ENGINEERING & SURVEYING, INC.
3002 Swift Road - Suite A, Sarasota, Florida 34231
Telephone (941) 551-2914



PLAY BOOK 48 PAGE 14B
SHEET 3 OF 3
OAK COURT, PHASES 2-A & 2-B
SECTION 23, TOWNSHIP 28 NORTH, RANGE 18 EAST
JACKSON COUNTY, FLORIDA

TUCKER AVENUE

NOTICE:
THIS IS A CLUSTER HOUSING CONCEPT PLAT.
BUILDING SETBACKS VARY IN ACCORDANCE WITH
APPLICABLE ZONING REGULATIONS.

LEGEND

- Existing P.S.M. Set, 6"x6" Concrete Monument, P.S.M. 62889
- ◆ Existing P.C.P. Set, 5/8" Lead w/Coil, P.S.M. 62889
- Existing P.C.P. Set in Concrete, Per Nail & Dip, P.S.M. 62889
- ⊙ Existing Surveyor's Set, Direction as noted
- A. Intersection on Overall Dimension
- ③ Denotes Curve Number

NOTES:

1. Bearings shown herein are based on the North Magnetic Pole of 1983.00, 75° 30' N, 100° 10' E.
2. Survey line, Direction shown herein is relative to the 1983.00 North Magnetic Pole.
3. Bearings shown herein are based on the 1983.00 North Magnetic Pole.
4. Denotes Accurate from Lot 48 to Day Lane to Survey Line Station on Lot 34, Oak Court, Phase 1-A, P.S. 35, Pg. 48, 49A & 49B.
5. All utilities (both lines and underground) and property of individuals shall be provided with the necessary easements and shall be approved by the relevant authority.

WEBER ENGINEERING & SURVEYING, INC.
3000 South Road - Suite 4, Panama, Florida 32404
Panama 904/381-0814

PLAT BOOK 45, PAGE 24
SHEET 1 OF 2

NOTES

DESCRIPTION

COMMENCE THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 2X; THENCE ALONG THE NORTH LINE OF SAID SOUTH-EAST QUARTER, NORTH BEARS 78°18' EAST 140.22 FEET; THENCE NORTH 07°50' WEST 360 FEET TO A CORNER MARKED BY AN IRON NAIL; THENCE SOUTHERLY 81°06' EAST 190.00 FEET TO A CORNER MARKED BY AN IRON NAIL; THENCE SOUTHERLY 01°22' EAST 192.74 FEET; THENCE SOUTHWESTERLY ON A CURVE, CONCAVE SOUTHWARD, Y, HAVING A DISTANCE OF 90.10 FEET TO THE POINT-OF-BEGINNING, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CHORD, LONG OF 66.5730'; AND A CHORD WHICH BEARS SOUTH 41°55' EAST 94.50 FEET;

THESE FROM THE POINT OF BEGINNING, AND IN 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 25

LOT LINE EASEMENTS

ADVANCED EXCESSORS OF TEN (10) FEET IN WIDTH ALONG LOTS FRONT LOT LINE, DEPTH (5) FEET IN WIDTH ALONG BACK REAR LOT LINE AND TWO (2) FEET IN WIDTH ALONG EACH SIDE LOT LINE ARE HEREBY CREATED AND PROVIDED FOR THE CONSTRUCTION OF INSTALLATION UTILITIES AND REPAIRS AND FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL BE CONSIDERED A VIOLATION OF THE ZONING ORDINANCE IF THE SAME ARE FOR OTHER PUBLIC UTILITIES (E.G. 77.091(2)(b)) AND AN AREA GREATER THAN ONE LOT IS USED AS A BUILDING SITE. THE OUTSIDE BOUNDARY OF SAID LOT SHALL BE SUBJECT TO THE LOT LINE EXCESSORS.

THIS IS A CLUSTER HOUSING CONCEPT PLAT, BUILDING SETBACKS VARY IN ACCORDANCE WITH APPROPRIATE ZONING REGULATIONS.

CERTIFICATE OF OWNERSHIP AND DEDICATION
STATE OF FLORIDA) *ss.*

THE POLO CLUB ASSOCIATES, A FLORIDA GENERAL PARTNERSHIP, BY NATAM DEVELOPMENT, INC., A FLORIDA CORPORATION, VOUE DEVELOPMENT CORPORATION, DELCAN INTERNATIONAL CORPORATION, AND HIGHLAND BROOK DEVELOPMENT, INC., ALL GENERAL PARTNERS, HEREBY CERTIFIES OWNERSHIP OF "OAK COURT, PHASE 1-C" SHOWN HEREON.

PRIVATE


IN WITNESS WHEREOF, the undersigned, General, has hereunto set his hand and the seal of the State of Maryland, this 1st day of July, A.D. 2002.

WITNESSES:
POLLO CLUB ASSOCIATES,
A FLORIDA GENERAL PARTNERSHIP

AS GENERAL PARTNER
BY: ROBERT R. ROZELL

1. Mutual Fund: VOGUE DEVELOPMENT CORPORATION
A. DELAWARE CORPORATION
AS GENERAL PARTNER

JOHN H. HEDDER,
AS PRESIDENT

AS CHERIEA PARTNER
BY: 
TAMARA ALONSO

BY: HIGHLAND RIDGE DEVELOPMENT, INC.
A FLORIDA CORPORATION
AS GENERAL PARTNER

BY: Robert Munn
ROBERT MUNN

**NOTARY PUBLIC WITNESS TO THE OWNERSHIP AND DEDICATION
(SEE SHEET 2 OF 2)**

GOVERNMENT OF SINGAPORE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SASSASOTA, FLORIDA THIS 5TH DAY OF November, A.D. 2002.

CHIEFMAN, COUNTY COMMISSIONER
BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF APPROVAL, OF COUNTY CLERK
COUNTY ENGINEER COUNTY ATTORNEY
STATE OF MICHIGAN

1. WARDEN F. RYAN, COUNTY JAILER OF SARASOTA COUNTY, FLORIDA, REPORTS THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLETES

AND THAT THIS PLAT HAS BEEN FILED FOR RECORD
IN PLAT BOOK 23, PAGE 115, OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, FLORIDA, THIS 25 DAY OF November
A.D. 2002.

BY John A. Howard
 JUDGE OF THE CIRCUIT
 COURT OF SANFORD COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

AND FOR THE PROPER CARE OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLETS WITH ALL THE REQUIREMENTS OF CHAPTER

DECLARATION: THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE NOT BEEN INFLUENCED BY ANY OTHER PERSONS IN PROVIDING THIS INFORMATION. I HAVE NOT BEEN OFFERED ANY INDEMNITY OR OTHER PROTECTION FROM LIABILITY. I HAVE NOT BEEN OFFERED ANY OTHER BENEFIT OR PROTECTION FROM LIABILITY. I HAVE NOT BEEN OFFERED ANY OTHER BENEFIT OR PROTECTION FROM LIABILITY.

LAMORCE R. WEBER
STATE OF FLORIDA REGISTERED
PROFESSIONAL SURVEYOR & MAPPER
CERTIFICATE NO. 36658

WEBER ENGINEERING & SURVEYING
4020 Danvers Road, Suite B, Sarasota,
Florida 34238
Telephone (813) 921-3814

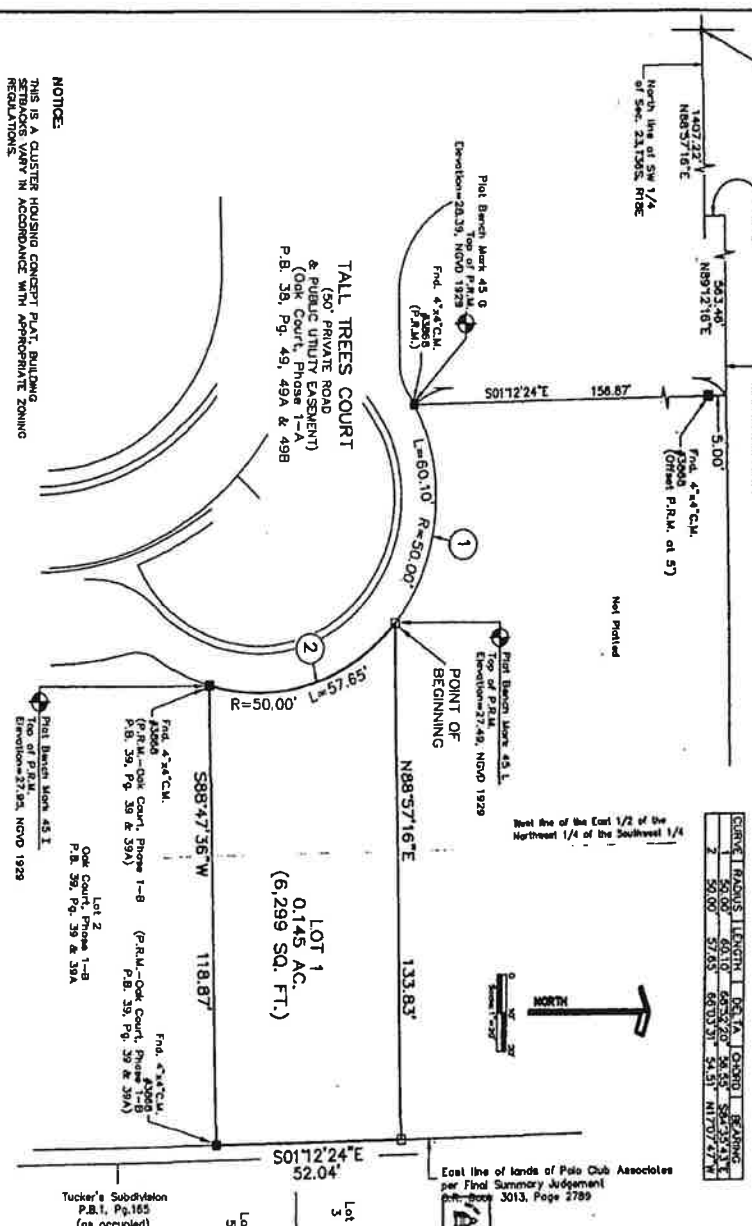
Engineering Business Authorities Coon

POINT OF COMMENCEMENT
NW Corner SW 1/4,
Sec. 23, Twp. 36S, Rge. 18E
Fnd. PK No. 1
A Dish #1857

FRUITMILE ROAD (S.R. 780)
(11th Period R/M)

PLAT BOOK 45, PAGE 244A
SHEET 2 OF 2
OAK COURT, PHASE 1-C
SECTION 25, TOWNSHIP 35 SOUTH, RANGE 18 EAST
TARRANT COUNTY, TEXAS

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
1	50.00'	60.10'	66.53.20"	36.85'	S84.35.43"E
2	50.00'	57.65'	60.03.31"	34.51'	N170.47.47"W



NOTICE:
THIS IS A CLUSTER HOUSING CONCEPT PLAN. BUILDING
SETBACKS VARY IN ACCORDANCE WITH APPROPRIATE ZONING
REGULATIONS.

LEGEND

- Denotes P.R.I.D. Set, 4" x 4" Concrete Monument, P.L.S. #3060
- Denotes P.C.P. Set, 5/8" Rod w/Con. P.L.S. #3066
- Denotes P.C.P. Set in Carlsbad, Pr. Nod. & Dist. P.L.S. #3068
- ◆ Denotes Benchmark Set, Elevation can not be
- & A. Indicates an Overall Dimension
- ③ Denotes Curve Number

NOTES:

1. Burgeating storm herons are based on the North line of the SW 1/4 of Section 11, Township 37S, Range 18E (nearly a bounding of N85°57'16"E per Deed Description).
2. Burgeating storm herons herons is relative to A.O.W. 1928. Datum is based on Kansas County Bench town 45E, and is published as section of 31.37 NAD 1923.
3. Total Area of Subdivision: 0.145 Acres

RECORDS AND/OR LIBRARY OF THE
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

WEBER ENGINEERING & SURVEYING, INC.
4020 Burnham Road, Suite B, Sarasota, Florida 34230
Telephone (813) 921-5914
Surveying & Mapping Business Authorization No. LB 4010
Professional Business Authorization No. PB 4010

JOHN CRUICK SHAW
By Order of the Court
Attest: _____
Notary Public for the State of New York

John D. Smith
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

OAK COURT RULES AND REGULATIONS
(REVISED AND UPDATED AUGUST 27, 2024)

**OAK COURT ASSOCIATION
RULES AND REGULATIONS
(Revised and updated: August 27, 2024)**

The following pages have been compiled as a resource for the Oak Court homeowners and tenants. In order to make the Declaration of Covenants and Restrictions and Bylaws more easily accessible this document represents a summary of the above mentioned documents. The Rules and Regulations expand and offers details of both the Declarations of Covenants and Restrictions and of the Bylaws. Please refer to those official documents for further clarification. Please keep this with your important Oak Court papers.

Management Company Contact Information

Oak Court Assoc., Inc.
% Realmanage Florida West Coast
460 N. Tamiami Trail
Osprey, Florida 34229
Property Manager: Iris Zieler, LCAM
email: oakcoourt@ciramail.com
941-231-0050 ext. 5009

Architectural Review

No Owner shall make, install, place, replace or remove any trees, building, fence, wall, mailbox, driveway, garage lights or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot, or the exterior of the Owner's Unit, unless the Owner first obtains the written approval of the Association for same, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

Complete your request on the appropriate form and deposit it in the black mailbox located on the island near the northwest pond. A sample form is located at the end of this document, and it is also available at ciranet.com (HOA management portal).

Boats

No boats or trailers may be kept or stored outside of any Unit.

Clotheslines

All clotheslines and drying racks shall be located in the rear yard and shall be screened with an enclosed six (6) foot high wall or fence.

Emergency Contact Information

All new residents should have a "New Resident and Emergency Contact Form" on file with the HOA. A sample form is located at the end of this document and is also available at ciranet.com (HOA management portal).

Exterior Colors

No Owner shall change the exterior color of his or her Unit, including the roof and painted areas, without the written consent of the Association. The Association may adopt a schedule of acceptable exterior colors for those Owners who request a color change. The most current paint palette was adopted and approved on September 7, 2021. A copy of the Paint Palette which includes the Sherwin-Williams paint numbers is attached to the Rules and Regulations and is also available at ciranet.com (HOA management portal). Hard Paint Palette notebooks are available by contacting the ART chairperson.

Garages

Garage doors shall be left closed except for active ingress or egress.

Garbage/Yard Waste/Recycling

All containers, dumpsters, or other garbage facilities shall be stored inside individual units. Garbage, yard waste and recyclables are picked up once per week. The Sarasota County ordinance states that collection containers and other items should not be placed at the curb before 5 p.m. of the day before your scheduled collection day. All empty containers should be removed from curbside within 48 hours after pick-up.

Gate Operation

The exit gate opens automatically. Please DO NOT use your remote to exit. This causes the entry gate to open and remain open until another vehicle passes in the entry lane. In order to purchase a remote, check the posting on the pool bulletin board for the community member selling the remotes or check ciranet.com, our management portal (see "Quick Links" and select "community information").

Hurricane Protection

In 2024, The Florida Legislature enacted a law (statute is attached) relating to hurricane protections for homeowners' associations requiring that the "board or any architectural...committee of an association must adopt hurricane protection specifications for each structure or other improvement on a parcel governed by the association.

As a result, the Board has adopted the following: Homes may have permanent fixed or roll-down storm shutters, impact resistant windows and doors, polycarbonate panels and plywood shutters that comply with the Florida Building Code. The shutters, doors and reinforced garage doors must comply with the Exterior Color Paint Palette. Additionally, temporary hurricane protection, including plywood shutters, may be used three days before and three days after a storm and must comply with the Florida Building Code, Section 1609.1.2, an explanatory diagram is also attached. Exterior fixed generators and fuel storage tanks are also permissible, but must be located in a rear or side yard of the home and must be screened from visibility from the street by vegetation.

Irrigation

Only the HOA's irrigation contractor is permitted in the pump house. If you need a repair, modification or maintenance on the irrigation system on your lot, please contact an irrigation contractor of your

choice. Individual homeowners are responsible for any repairs on their lots. Please remember, even the slightest malfunction on your lot could cause problems with the entire system. If you notice a malfunction on common property, please contact the board member in charge of grounds.

Landscaping and Maintenance

In order to keep your yard in “first class condition at all times”, the following is required:

1. Mowing and edging.
2. Blowing, raking, sweeping of grass, ground cover, walks, and drives.
3. Debris may not be blown, raked or swept into the curbs, streets, sewers or ponds. Owners are responsible for the actions of their contractors.
4. Turf area cannot be bare or covered with weeds.
5. Remove visibly dead plant material including branches, foliage and fruit.

Please refer to ciranet.com (HOA management portal) “Forms” section for more details.

Leasing Your Home

No more than 20% of homes in Oak Court may be leased. No home may be leased or rented for less than 12 months. Short term rentals are strictly prohibited. Prior to leasing or renting a home the owner must submit a completed Rental Approval and Emergency Contact Form. Additionally, the owner must provide the Board with an executed copy the Rental/Lease agreement. A sample form is located at the end of this document, and it is also available at ciranet.com (our HOA management portal).

Moving and Deliveries

Our community infrastructure cannot accommodate any vehicle 40' in length or more. Please arrange to move via a truck shorter than 40' or to have the contents off loaded outside the Association's main entry. Please inform all moving and delivery vans to turn right after entering the front gate. This will facilitate an easier exit without causing damage to the common elements. Damage caused by such vehicles will be the responsibility of the unit owner.

Nuisances

Nuisances shall not be permitted on any lot or common areas. All zoning ordinances regulations of controlling governmental authorities shall be complied with at all times by the Owners and Tenants.

Outside Storage of Personal Property

The personal property of any resident must be kept inside the resident's unit except for lawn furniture, barbecue grills or reasonable landscape features. Children's play structures shall be subject to Board approval to control aesthetics. All basketball hoops and backboards shall be located in the rear yard. If children's games and play structures are located within the rear yard and enclosed by a six (6) foot high wall or fence, Board approval is not required.

Parking

Tall Trees Court is a narrow, private road. In order for emergency vehicles to have easy access to homes, our street needs to be as vehicle free as possible. The Board strongly encourages all residents to park their cars in their personal driveways. This will facilitate workers, landscaping, vendors, etc. to park in our community.

1. No vehicle shall be parked on or along Tall Trees Court or mailbox drive-through lanes between midnight and 5:00 A.M. with the exception of January 1st each year. In special circumstances the Board may allow temporary, limited, non-recurring overnight parking. Owners must request from a Board member a placard to be visibly displayed inside the windshield of the vehicle stating the beginning date and the ending date of the overnight parking permission.
2. No vehicle shall be parked blocking any private residence driveway.
3. No vehicle with commercial lettering or signs painted or affixed on the vehicle, or which has commercial equipment placed upon the vehicle, may be parked outside of a garage overnight without the prior written consent of the Association.
4. No truck with a rated capacity of one ton or more, recreational vehicle, camper, trailer or vehicle other than a private passenger vehicle, as defined in the Declarations, may be parked outside of a garage overnight without the prior written consent of the Association.
5. No parking is allowed on grass or unpaved areas.
6. All vehicles parked in a driveway must be in good condition and licensed.
7. Other than washing and waxing vehicles, no maintenance or repairs of any vehicles shall be performed in Oak Court except in an emergency situation.

Perimeter Fence

In order to preserve and to prolong the life of the-perimeter fence, foliage of any type shall not be permitted to grow upon, over or through the fence and shall be trimmed back at least 10 inches from the fence. If the homeowner is in violation of this rule the Association shall issue a written warning to the homeowner, who shall have 45 days to come into compliance. If the homeowner does not comply the Association shall have the right to trim the vegetation and shall bill the homeowner for the costs of these services. If vegetation is growing on the fence and originating from the other side of the fence which is not controlled by the homeowner, then the homeowner should notify the Association, by contacting the management company or any of the Board so that appropriate action may be taken including notifying adjoining landowners or the Sarasota County Code Enforcement Department if appropriate. The homeowner does not have an obligation to trim or eliminate vegetation growing on the other side of the fence.

Pets

No more than two (2) cats and two (2) dogs may be kept by any owner on the subject property. Dogs must be on leash and under control of the owner at all times in common Areas. Any pet must not be an unreasonable nuisance or annoyance to other residents of the subject property. The Board may establish limits on other pets in addition to above stated limits on cats and dogs, and may establish procedures for the removal of pets from the subject property due to a violation of this paragraph. Owners and/or residents are responsible for picking up their pets' excrement.

Pool

Pool rules are posted on the pool house wall. Other pertinent HOA information is also available on the pool bulletin board.

Signs, Flags, Banners and Displays

Election or campaign signs/flags/banners or displays may be displayed within the boundaries of the Lot of a homeowner, excluding parkways in front of an owner's Unit and excluding all public or common areas, for all local, county, state and federal primary and general elections for 30 days before the election and which must be removed within 48 hours after the date of the election.

A single decorative, non-political, yard or garden banner not to exceed 12 inches by 18 inches may be displayed in the owner's front yard.

Congratulatory signs may be displayed to mark a special occasion (e.g. graduation, new baby, honor at work or other special occasion) in the owner's front yard for a period not to exceed 14 days.

Sports teams' flags or banners (for example, Pittsburgh Steelers, Tampa Bay Buccaneers, University of Florida, Florida State, Cardinal Mooney Cougars) may be displayed one day before a game, on the day of a game and one day after a game.

Miniature United States flags may be displayed in an owner's front yard on National Holidays. e.g., 4th of July, Veterans Day, Memorial Day.

Speed Limit

The speed limit in the neighborhood is 15 miles per hour and is posted at the front entry.

Tree Removal

The removal of any tree in Sarasota County is a complicated issue and, if done improperly, can result in a fine of up to \$10,000! Please refer to Sarasota County's Tree Code Chapter 54, Article XVIII. Upon adhering to county regulations, you must also obtain Board approval.

The owner requesting tree removal must first submit a written request to the Architectural Review Team. Any consideration of a tree removal at a Board meeting shall be noticed by posted agenda not less than two days prior to the Board meeting at which the request for tree removal is to be considered. The owner must provide the tree removal request with sufficient time for the Architectural Review Team to process the request. The Board may hold an emergency meeting to consider a tree removal request immediately.

Removal or pruning of an Oak tree will only be approved if:

1. The tree is dead or diseased, **or**;
2. The Tree is impeding the growth of another oak tree such that its removal would enhance the overall development of the remaining trees and the aesthetics of the Oak Court neighborhood, **or**;
3. There is specific evidence that the tree poses a safety hazard to people, structures or vehicles.

THANK YOU FOR YOUR COOPERATION!

2024 Oak Court Association Board of Directors

Matt Balno Holly Eisemann Amy Freeman Connie Norton Mark Wilson

**ATTACHMENT TO OAK COURT RULES AND REGULATIONS
(REVISED AND UPDATED AUGUST 27, 2024)
REGARDING HURRICANE PROTECTION**

2024 Fla. Sess. Law Serv. Ch. 2024-205 (C.S.H.B. 293) (WEST)

FLORIDA 2024 SESSION LAW SERVICE

Twenty-Eighth Legislature, Second Regular Session

Additions are indicated by **Text**; deletions by
~~Text~~.

Vetoed are indicated by ~~Text~~ ;
stricken material by ~~Text~~.

Chapter 2024–205

C.S.H.B. No. 293

An act relating to hurricane protections for homeowners' associations; amending s. 720.3035, F.S.; providing applicability; requiring the board or a committee of a homeowners' association to adopt hurricane protection specifications; requiring that such specifications conform to applicable building codes; prohibiting the board or a committee of an association from denying an application for the installation, enhancement, or replacement of certain hurricane protection; authorizing the requirement to adhere to certain guidelines regarding the external appearance of a structure or an improvement on a parcel; defining the term “hurricane protection”; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (6) is added to section 720.3035, Florida Statutes, to read:

<< FL ST § 720.3035 >>

720.3035. Architectural control covenants; parcel owner improvements; rights and privileges

(6)(a) To protect the health, safety, and welfare of the people of the state and to ensure uniformity and consistency in the hurricane protection installed by parcel owners, this subsection applies to all homeowners' associations in the state, regardless of when the community was created. The board or any architectural, construction improvement, or other such similar committee of an association must adopt hurricane protection specifications for each structure or other improvement on a parcel governed by the association. The specifications may include the color and style of hurricane protection products and any other factor deemed relevant by the board. All specifications adopted by the board must comply with the applicable building code.

(b) Notwithstanding any other provision in the governing documents of the association, the board or any architectural, construction improvement, or other such similar committee may not deny an application for the installation, enhancement, or replacement of hurricane protection by a parcel owner which conforms to the specifications adopted by the board or committee. The board or committee may require a parcel owner to adhere to an existing unified building scheme regarding the external appearance of the structure or other improvement on the parcel.

(c) For purposes of this subsection, the term “hurricane protection” includes, but is not limited to, roof systems recognized by the Florida Building Code which meet ASCE 7–22 standards, permanent fixed storm shutters, roll-down track storm shutters, impact-resistant windows and doors, polycarbonate panels, reinforced garage doors, erosion controls, exterior fixed generators, fuel storage tanks, and other hurricane protection products used to preserve and protect the structures or improvements on a parcel governed by the association.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor May 28, 2024.

Filed in Office Secretary of State May 28, 2024.

End of Document

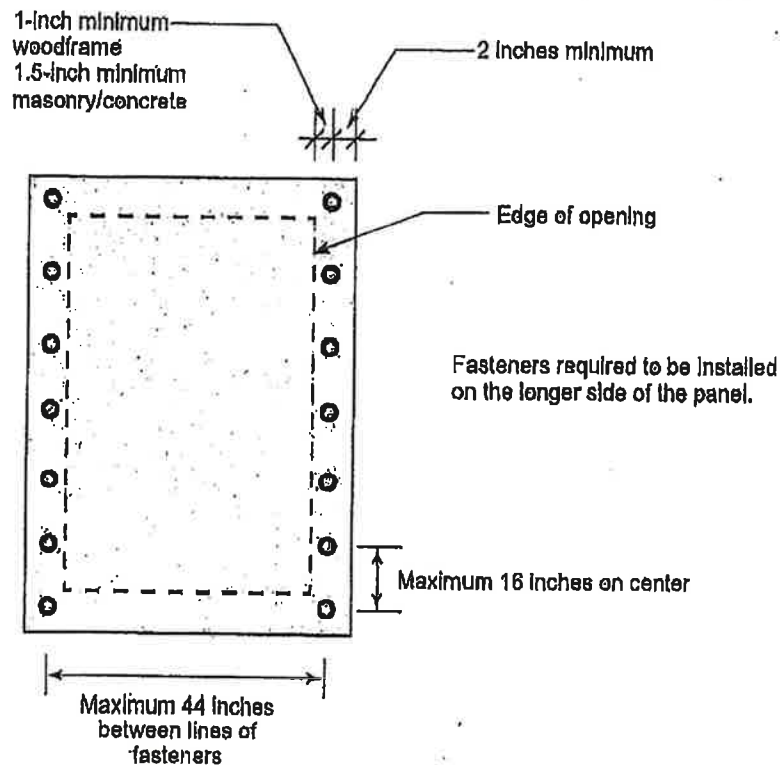
© 2024 Thomson Reuters. No claim to original U.S. Government Works

Plywood Hurricane Panels

Wood structural panels with a minimum thickness of 7/16 inch and a maximum span of 44" between lines of fasteners shall be permitted for opening protection in one and two-story buildings. Panels shall be pre-cut and pre-drilled to cover the window openings with attachment hardware permanently installed on the building. The panels must lap over the sides of the walls at least 3 inches for wood frame construction and 3 1/2" for masonry or concrete construction. Do not fit the shutters inside the opening.

- 1) FASTENER SIZE – 1/4 inch diameter.
- 2) FASTENER LENGTH – must go 2 inches deep into the wall.
- 3) FASTENER SPACING – no more than 16 inches apart.
- 4) FASTENERS – must be vibration-resistant & permanently installed.
- 5) FASTENERS – must be corrosion resistant.

For larger openings or other code approved shutters and panels, please submit the certified test report or certification by an engineer. For more information refer to Florida Building Code (Sec. 1609.1.2).



Wood structural panel opening protection attachment

International Code Council®

*** Please note -- Maximum 44 inches between lines of Fasteners.**

**ATTACHMENT TO OAK COURT RULES AND REGULATIONS
(REVISED AND UPDATED AUGUST 27, 2024)
REGARDING PAINT PALETTE**

OAK COURT ASSOCIATION, INC.

C/o Argus Property Management, Inc
2477 Stickney Point Rd
Sarasota, FL 34231
941-927-6464
Fax: 941-927-6767
e-mail: iris@argusmgmt.com

August 24, 2021

VIA: US Mail

RE: Proposed Oak Court Paint Pallet

Dear Oak Court Homeowner

This letter is being sent on behalf of the Oak Court Association, Inc. regarding the proposed Paint Pallet to be discussed and adopted by the Board of Directors at the board meeting to be held on Tuesday, September 7, 2021 at 6:30PM. Enclosed for your review, is a copy of the Proposed Paint Palette.

The GoTo Meeting invitation is attached below for your convenience

Due to the current Covid 19 pandemic restrictions the board will be meeting via the virtual GoTo Meeting Application. The GoTo Meeting invitation is attached below for your convenience

Thank you,

Iris Zieler

Iris Zieler CAM

Argus Property Management

Manager for Oak Court Association, Inc.,

Oak Court HOA Board Meeting

Tue, Sep 7, 2021 6:30 PM - 9:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/611133413>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 611-133-413

New to GoToMeeting? Get the app now and be ready when your first meeting starts: <https://global.gotomeeting.com/install/611133413>

NEUTRAL PALETTE - MAIN WALL COLORS

SW 7005 Pure White Interior / Exterior Location Number: 255-C1	SW 7042 Shoji White Interior / Exterior Location Number: 254-C4	SW 7683 Buff Interior / Exterior Location Number: 296-C1	SW 9173 Shiitake Interior / Exterior Location Number: 248-C1	SW 7511 Bungalow Beige Interior / Exterior Location Number: 250-C2
SW 7030 Anew Gray Interior / Exterior Location Number: 243-C2	SW 7015 Repose Gray Interior / Exterior Location Number: 244-C1	SW 7567 Natural Tan Interior / Exterior Location Number: 284-C1	SW 7017 Dorian Gray Interior / Exterior Location Number: 244-C3	SW 6247 Krypton Interior / Exterior Location Number: 225-C2
SW 6206 Oyster Bay Interior / Exterior Location Number: 217-C3	SW 6190 Filmy Green Interior / Exterior Location Number: 214-C1	SW 9134 Delft Interior / Exterior Location Number: 219-C4	SW 7071 Gray Screen Interior / Exterior Location Number: 235-C1	SW 6249 Storm Cloud Interior / Exterior Location Number: 225-C5
SW 6234 Uncertain Gray Interior / Exterior Location Number: 222-C3	SW 9126 Honed Soapstone Interior / Exterior Location Number: 211-C4	SW 9130 Evergreen Fog Interior / Exterior Location Number: 215-C4		

NEUTRAL PALETTE - FRONT DOOR COLORS

SW 7587 Antique Red Interior Location Number: 107-C1	SW 6334 Flower Pot Interior / Exterior Location Number: 115-C6	SW 6332 Coral Island Interior / Exterior Location Number: 115-C3	SW 6617 Blushing Interior / Exterior Location Number: 118-C1	SW 7824 Slate Tile Interior / Exterior Location Number: 203-C2	SW 2816 Rookwood Dark Green Interior / Exterior	SW 9147 Favorite Jeans Interior / Exterior Location Number: 223-C4	SW 6479 Drizzle Interior / Exterior Location Number: 170-C4
---	---	---	---	---	---	---	--

NEUTRAL PALETTE - ACCENT COLORS

SW 7006
Extra White
 Interior / Exterior
 Location Number: 257-C1

SW 6258 Tricorn Black Interior / Exterior Location Number: 251-C1	SW 6992 Inkwell Interior / Exterior Location Number: 251-C4	SW 6244 Naval Interior / Exterior Location Number: 253-C8	SW 6209 Ripe Olive Interior / Exterior Location Number: 217-C7	SW 7048 Urbane Bronze Interior / Exterior Location Number: 245-C7	SW 7018 Dovetail Interior / Exterior Location Number: 244-C5	SW 9141 Waterloo Interior / Exterior Location Number: 221-C8
--	--	--	---	--	---	---

Note: Paint colors shown may not represent the actual colors approved due to inconsistencies with printer reproductions. Home owners should verify colors with the actual Sherwin Williams paint identification name or number. Other paint manufacturers are permitted as long as these colors are matched to the SW paint number/swatch.

TROPICAL PALETTE - MAIN WALL COLORS



TROPICAL PALETTE - ACCENT COLORS

SW 7006
Extra White
 Interior / Exterior
 Location Number: 257-C1

SW 6258
Tricorn Black
 Interior / Exterior
 Location Number: 251-C1

SW 6992
Inkwell
 Interior / Exterior
 Location Number: 251-C4

SW 6244
Naval
 Interior / Exterior
 Location Number: 255-C1

SW 6209
Ripe Olive
 Interior / Exterior
 Location Number: 211-C2

SW 7048
Urbane Bronze
 Interior / Exterior
 Location Number: 245-C2

SW 7018
Dovetail
 Interior / Exterior
 Location Number: 244-C5

SW 9141
Waterloo
 Interior / Exterior
 Location Number: 221-C8

Note: Paint colors shown may not represent the actual colors approved due to inconsistencies with printer reproductions. Home owners should verify colors with the actual Sherwin Williams paint identification name or number. Other paint manufacturers are permitted as long as these colors are matched to the SW paint number/swatch.

MAIN WALLS, ACCENT,
FRONT DOOR COLORS

NEUTRAL COLOR PALETTE
MAIN WALL COLORS

August 9, 2021

S-W Color	S-W #	S-W Locate
MAIN WALL COLORS		
PURE WHITE	SW 7005	255-C1
SHOJI WHITE	SW 7042	252-C4
BUFF	SW 7683	296-C1
SHIITAKE	SW 9173	248-C1
BUNGALOW BEIGE	SW 7511	250-C2
ANEW GRAY	SW 7030	243-C2
REPOSE GRAY	SW 7015	244-C1
NATURAL TAN	SW 7567	284-C1
DORIAN GRAY	SW 7017	244-C3
KRYPTON	SW 6247	225-C2
OYSTER BAY	SW 6206	271-C3
FILMY GREEN	SW 6190	214-C1
DELFT	SW 9134	219-C4
GRAY SCREEN	SW 7071	235-C1
STORM CLOUD	SW 6249	225-C5
UNCERTAIN GRAY	SW 6234	222-C3
HONED SOAPSTONE	SW 9126	211-C4
EVERGREEN FOG	SW 9130	215-C4
ACCENT COLORS		
EXTRA WHITE	SW 7006	257-C1
TRICORN BLACK	SW 6258	251-C1
INKWELL	SW 6992	251-C4
NAVAL	SW 6244	253-C6
RIPE OLIVE	SW 6209	217-C7
URBANE BRONZE	SW 7048	245-C7
DOVETAIL	SW 7018	244-C5
WATERLOO	SW 9141	221-C6
FRONT DOOR COLORS		
ANTIQUE RED	SW 7587	107-C7
FLOWER POT	SW 6334	115-C6
CORAL ISLAND	SW 6332	115-C3
BLUSHING	SW 6617	118-C1
SLATE TILE	SW 7624	233-C6
ROOKWOOD DARK GREEN	SW 2816	HISTORIC
FAVORITE JEANS	SW 9147	233-C4
DRIZZLE	SW 6479	170-C4

[illegible]

MAIN WALL COLORS,
ACCENT COLORS

TROPICAL COLOR PALETTE

August 9. 2021

S-W Color	S-W #	S-W Locate
MAIN WALL COLORS		
SOFT APRICOT	SW 6352	126-C2
TOPIARY TINT	SW 6449	158-C1
HONEST BLUE	SW 6520	185-C2
ICY	SW 6534	186-C2
FRIENDLY YELLOW	SW 6680	135-C1
TIDEWATER	SW 6477	170-C1
ATMOSPHERIC	SW 6505	175-C1
DRIZZLE	SW 6479	170-C4
ROOKWOOD BLUE GREEN	SW 2811	HISTORIC
ROSE TAN	SW 0069	HISTORIC
ACCENT COLORS		
EXTRA WHITE	SW 7006	257-C1
TRICORN BLACK	SW 6258	251-C1
INKWELL	SW 6992	251-C4
NAVAL	SW 6244	253-C6
RIPE OLIVE	SW 6209	217-C7
URBANE BRONZE	SW 7048	245-C7
DOVETAIL	SW 7018	244-C5
WATERLOO	SW 9141	221-C6

**OAK COURT ASSOCIATION
REQUEST FOR EXTERIOR PAINT COLOR**

Date _____

Name _____

Address _____ Tall Trees Court

Preferred Contact Phone _____ Email Address _____

Expected Start Date _____ Expected Completion Date _____

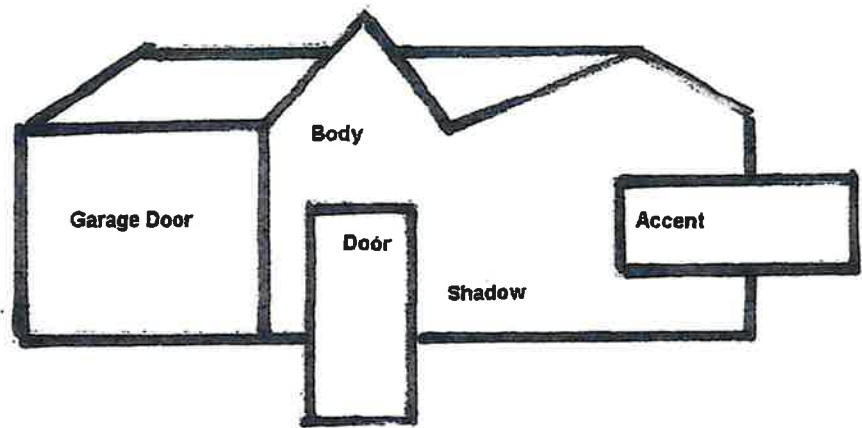
Declaration 5.10:

No Owner shall change the exterior color of his unit without consent of the Association. The Association may adopt a schedule of acceptable exterior colors for those OWNERS that request a color change.

All Owners must adhere to the schedule of acceptable exterior colors when requesting a color change. The Exterior Color Request Form (request form) must include the proposed Sherwin-Williams paint chip(s) and must be submitted to the Architectural Review Team (ART) prior to painting. ART forms must be placed in the ART black box at the Northwest mailbox area.

1. All soffits, fascia, architectural stucco (i.e. trim around windows and doors, etc.) originally painted white shall remain white to keep a contiguous pattern among houses throughout Oak Court. The white shall be Sherwin-Williams Extra White #7006, or an identical matching color white by another manufacturer.
2. Main House (body color): Color must be chosen from the Neutral Color Palette or the Tropical Color Palette.
For Neutral Main House Palette: Owner may select color 1 shade lighter or 1 shade darker than color depicted on Neutral Main House Palette. Color shades are shown on Sherwin Williams paint color strips.
For Tropical Color Palette: Only colors depicted on Tropical Color Palette may be selected.
3. Front Door: For Neutral Main House Palette: Select from Neutral Front Door Colors or Neutral Accent Colors.
For Tropical Main House Palette: Select only from Neutral Accent Colors.
For Neutral and Tropical Main House Palettes: May select stained wood/faux wood in natural wood, gray, or brown tone.
4. Shutters: For both Neutral and Tropical Main House Palettes: Select only from Neutral Accent Colors.
5. Medallions: For both Neutral and Tropical Main House Palettes: Select from Neutral Accent Colors, main house color, or Sherwin-Williams Extra White #7006. If home has shutters, medallions must match the main house color, the shutter color, or be Sherwin-Williams Extra White, #7006.
6. Garage Doors: For both Neutral and Tropical Main House Palettes: Select main house color or Sherwin-Williams Extra-White #7006.
7. Shadow Areas: Small side area adjacent to windows, doors, garage doors, window sills, and walls under roof on lanai of house: May select up to 2 shades lighter or darker than body color shade.

LABEL ALL COLORS WITH MANUFACTURER NAME AND NUMBER. SUBMIT COLOR SAMPLES FOR ALL COLORS AND ATTACH TO FORM.



Declaration 5.01.02: Approval may be withheld due to aesthetic considerations.

Owner(s) Signature(s): _____

Architectural Review: Approved _____ Date _____

Denied _____ Date _____

Completed Request Forms must be placed in the black ART box located in the Northwest mailbox Island adjacent to the pool area.

Board Approval: _____ Date _____

Board Approval: _____ Date _____

Board Approval: _____ Date _____