

This instrument prepared by and return to:  
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Sarasota, FL 34236

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
GLEN OAKS MANOR HOMES**

**WHEREAS**, the original Declaration of Covenants, Conditions and Restrictions for Glen Oaks Manor Homes was recorded at Official Records Book 1301, Page 179, et seq., Public Records of Sarasota County, Florida, and

**WHEREAS**, there have been amendments to the Declaration as reflected by instruments recorded in the Public Records, and

**WHEREAS**, a majority of the entire membership of the Board of Directors voted to propose and approve amendments at a Board meeting on December 15, 2006, and otherwise voted to integrate all of these provisions into a single instrument, and

**WHEREAS**, the amendments and Amended and Restated Declaration were approved in writing by not less than seventy-five percent of the all Lot Owners, which consents are attached hereto as unlettered exhibits.

**NOW THEREFORE**, Glen Oaks Manor Home Owners Association, Inc. does hereby amend and restate the Declaration of Covenants, Conditions and Restrictions for Glen Oaks Manor Homes for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the property and binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Glen Oaks Manor Home Owners Association Inc., its successors, and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area. Typical lot and dwelling configurations are set forth on Exhibit A attached hereto.

Section 6. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions of Glen Oaks Manor Homes, as it may be amended from time to time.

**ARTICLE II  
PROPERTY SUBJECT TO THE DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Declaration is all of the property forming and being a part of Glen Oaks Manor Homes, sometimes referred to herein as the Subdivision, as submitted to the terms and provisions of this Declaration by properly recorded document, which property has been platted as Glen Oaks Manor Homes, Phase I, per plat thereof as recorded in Plat Book 26, Pages 13, 13A through 13I, and Glen Oaks Manor Homes, Phase II, per plat thereof as recorded in Plat Book 28, Pages 10, 10A through 10H, both of the Public Records of Sarasota County, Florida, as amended.

**ARTICLE III  
COMMON AREA AND PROPERTY RIGHTS**

Section 1. Common Area. Except for those portions of the Common Area for which the responsibility of maintenance has been or hereafter is imposed on any or all of the Owners by virtue of this Declaration, the Association shall maintain, repair, and replace the Common Area, and all improvements thereon, as a common expense of the Association. The maintenance responsibilities of the Association include the authority to maintain, remove, replace, alter, supplement or otherwise address all Common Area landscaping (trees, shrubs, lawn areas, plantings, etc.) as determined to be in the best interests of the community, in the discretion of the Board. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of Common Areas by any Owner, and the tenants and guests of the Owner, for any period during which any assessment levied under this Declaration is delinquent in excess of 90 days;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by not less than two-thirds (2/3rds) of the voting interests of the total membership.

(c) Each Owner shall have the right to install upon written approval of the Board of Directors on that portion of the Common Area adjacent to Area "C" of the Owner's Lot, to the extent reasonably necessary, underground gas or propane installations, and underground drains; provided however, that such owner, and successor in title to the Lot, shall bear all costs of installation thereof, shall repair any damage done to the Common Area and in all respects be responsible for the maintenance, repair, and replacement of such installation, all expenses in connection therewith and any and all expenses incurred by virtue thereof.

(d) The right of the Association to establish, modify, amend, rescind, and enforce reasonable rules and regulations regarding use of the Common Area.

(e) The right of the Association to grant easements over the Common Area.

Section 2. Delegation of Use. Any Owner may delegate the right of enjoyment to the Common Area and facilities to the members of his family, tenants, guests, or contract purchasers who reside on the property.

Section 3. No person shall, without the written approval of Board, do any of the following on any part of the Common Area; install, build, or place any improvement or structure; store any property; commit waste, leave debris or create or maintain a nuisance; operate motorcycles for any purpose other than as a means of transportation on the roads; permit the running of unleashed animals; light any fires; fell any trees

or damage any landscaping; interfere with any drainage, utility, or access easements; discharge any liquid or material, other than natural drainage, into any lake, pond, or watercourse; alter or obstruct any lakes, ponds, or watercourses; or interfere with any water control structures or apparatus.

#### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. There shall be one (1) vote per Lot, which vote may be cast as provided in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All members of the Association shall be bound by this Declaration, and the Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of the Association, which are attached hereto as Exhibits B and C, respectively.

Section 2. The Association shall be operated pursuant to this Declaration, and the Articles of Incorporation and Bylaws, including the following provisions:

(a) In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation; Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations; all as amended from time to time.

(b) Unless the approval or action of Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or 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 of Directors, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

(c) The Association has the power to acquire property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board of Directors. The power to acquire, improve, mortgage, and dispose of real property may be exercised by the Board of Directors but only after approval by not less than two-thirds (2/3rds) of the voting interests of the total membership.

(d) The Association shall obtain and maintain public liability insurance in such amounts as the Board may deem appropriate, and casualty insurance on insurable improvements within the Common Area. The Board shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

#### **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Assessments. The Association shall have the power and duty to assess each Lot Owner equally, for the expenses necessary to carry out the responsibilities and duties of the Association, and for such expenses as may reasonably be incurred by the Association in promoting the health, safety, welfare, and recreational interests of the residents of the subdivision, including but not limited to bulk television and communication services. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) special assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. A member is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the owner.

Section 2. Interest, Late Charges, and Collection. Subject to the requirement for member approval of certain increases as provided in Section 4 hereof, the amount of said annual and special assessments and the due dates shall be established as set forth in the Bylaws. Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall bear interest at the highest legal rate of interest permitted under usury laws from the due date until paid. The Association shall impose a late payment fee, in addition to interest, of \$25.00 per delinquent assessment. All payments on account shall be applied first to interest, then to late payment fees, attorney's fees, and costs, and finally to unpaid assessments. No payment by check is deemed received until the check has cleared.

Section 3. Creation of the Lien. The annual and special assessments, together with interest, late charges, costs of collection, and reasonable attorneys fees incurred by the Association in the collection of assessments, shall be a charge on the land and a continuing lien on each Lot against which such an assessment is made. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County, stating the description of the Lot, the name of the Owner, the amount(s) due and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes assessments that are due when the claim is recorded, as well as any assessments that shall subsequently become due together with such other sums specified herein. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. Liens for unpaid annual and special assessments may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure, or in such other manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the Owner of such property the aforesaid interest and late charges and all costs, including reasonable attorneys fees, incurred in preparation for and in bringing such proceedings, and all such costs, interests and fees shall be secured by said lien. An Owner has the right to require from the Association a certificate showing the amount of unpaid assessments with respect to the Owner's Lot.

Section 4. Maximum Annual Assessment. As of the date of adoption of this Declaration, the regular annual assessment is \$2,232.00 per Lot per year. The regular annual assessment may be increased or decreased by vote of the Board of Directors as provided in the Bylaws, provided however that any increase of more than ten (10%) percent in any fiscal year shall require consent from two-thirds of the voting interests of the members present, in person or by proxy, at a duly noticed and convened membership meeting. Any determination of whether the regular annual assessment exceeds one hundred and ten (110%) percent of the regular annual assessment for the prior fiscal year shall exclude expenses associated with utility service and insurance coverage.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien is recorded prior to the first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VI ARCHITECTURE AND LANDSCAPE CONTROL**

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior color change, exterior addition to or change or exterior alteration in any buildings, fence, wall or other structure be made, until a cover letter stating the applicant's full name and mailing address, the general contractor who will do the construction, if applicable, a proposed completion time, and the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to the Architecture committee and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. For purposes of this

paragraph, unless otherwise expressly provided for herein, a "structure" shall include all improvements including the dwelling, surfaced driving or parking areas, outdoor recreational equipment such as basketball boards and hoops, lawn and garden decorations and any buildings or improvements of any type whatsoever, or material alterations or substantial additions to any of the foregoing.

Section 2. Owners wishing to install a pool may do so, at their own expense, in Area "B" of their Lot. Owners may install a patio, at their own expense, in Areas "B" or "C" of their Lot. However a patio installed in Area "C" may not extend onto the sidewalk or front porch area without receiving approval as outlined in Section 1 hereof. Any damage to the irrigation system or other underground utilities resulting from the installation of a pool or patio will be repaired at Owner expense.

Section 3. No planting may be commenced on or removed from the Common Area without written approval from the Association.

Section 4. Owners may install their own landscaping within Areas "B" and "C" (interior and exterior courtyard areas) including potted plants. Vines are not allowed to grow on villa walls. A small flowering or fruit tree is allowed in Areas "B" and "C", but any other tree must receive prior written approval from the Board. Lot Owners must maintain all plantings and landscaping in these areas so as not to become a nuisance or danger to other Owners or residents.

Section 5. In the event said Board fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, the same shall be deemed disapproved. In the event of disapproval, the Board shall advise the applicant in writing of the basis for disapproval and requirements necessary to obtain approval. Applicant may re-apply for approval after making the necessary changes, in which event the prior procedure shall apply to such re-application. "Exterior" as used in this Article VI shall not be deemed to include the interior areas of the interior courtyard designated as Area "B" on any subdivision plat of the Properties. All areas lying within said Area "B", including exterior surfaces abutting said Area "B", may be decorated or modified, subject to all other restrictions contained herein, at the discretion of the Owner of said courtyard.

Section 6. The approval, rejection or withholding of any approval by the Association shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met. The approval of the Association relates to the aesthetics of the improvements and alterations, and to other factors determined appropriate by the Association. Approval may be denied if the Board determines that the proposed construction, improvement, modifications or alterations would adversely affect, or in any material manner be detrimental to, the Subdivision, in part or in whole, and shall include but not be limited to the harmony of the size, exterior design, color, and location of the proposed construction, improvement, or alteration, in relation to and its effect upon surrounding structures, vegetation, topography, and the overall community design; the character of the exterior materials; the planned quality of the exterior materials; design and construction standards; aesthetics; and any other factor deemed material or relevant by the Board. The Board may adopt and amend architectural standards from time to time to further regulate the foregoing consistent with this Declaration, provided however that any architectural standard pertaining to villa improvements maintained by the Lot Owners must be approved by not less than two-thirds of the voting interests of the members present, in person or by proxy, at a duly noticed and convened membership meeting.

Section 7. Notwithstanding the requirement for prior written approval of the Board, guidelines adopted by the Board may permit an Owner to erect or install a structure, or perform an alteration or improvement, without obtaining such approval but only if the Owner strictly complies with the written guidelines. The compliance with a written guideline that specifically states that an Owner may proceed thereunder without first obtaining written approval of the Association shall constitute proceeding with approval since the Owner will be governed by the guideline and must comply with every detail, term and condition thereof. Owners are encouraged to consult with the Association first and to ask questions to avoid any misunderstanding or confusion. An Owner proceeds at the owners risk and shall be required to remove, or modify, any installation, alteration, or improvement to comply with the guideline as interpreted by the Board.

Section 8. Any construction, alterations, improvements, or changes of any nature whatsoever that are not approved in writing by the Association as provided herein shall be deemed unauthorized alterations which may be removed by the Association at the Owner's expense in the event the Owner fails to undertake the necessary corrective action within a reasonable period of time after receipt of written notice from the Association. For purposes hereof, a reasonable period of time shall be not less 60 days unless there is a significant health or safety issue requiring immediate corrective action. The Association shall have a right of ingress and egress to the Lot, but not the interior of the dwelling, for the purposes of removing the installations and any entry in that regard shall not be deemed a trespass. Applicable expenses and charges incurred by the Association, including but limited to the costs of removal, storage, or disposal, engineering and professional fees, and the like, shall be borne by the Owner and shall be secured by a lien on the Lot which may be foreclosed by the Association in the same manner as a real property mortgage.

## **ARTICLE VII MAINTENANCE AND ALTERATIONS**

Section 1. Maintenance. All Owners shall properly maintain and repair at their expense, and replace in the event of destruction, the homes built on their respective Lots and all improvements relative thereto lying within their Lot line except as follows:

(a) The Association shall pressure wash roofs, walls, and driveways and shall paint all exterior surfaces of homes on a cyclical basis as determined by the Board, and shall cause inspections of backflow devices to be performed in accordance with applicable statutes, except that the Association will not paint exterior surfaces of home lying within the courtyard area designated as Area "B" on any subdivision plats of the Properties and will not perform the initial painting when an owner replaces a paintable exterior surface, including but not limited to garage door, utility fence, window slats and porch supports in which case owner will be responsible for initial painting of same. The maintenance and painting schedule of the Association shall be published so that Owners may inspect, prepare, and make good their property prior to painting.

(b) The Association is obligated to provide and maintain lawn and landscaping care for all lawn areas of the Common Area, and to the extent that individual Owners desire or permit lawns and initial standard plantings to remain in Area "C", the Association will maintain such lawns and plantings if the Owner desires. Oak trees that were planted by the Association in Area "C" will be maintained and, if necessary, removed by the Association and a replacement tree planted by the Association in the Common Area in front of the villa. The maintenance responsibilities of the Association include the authority to maintain, remove, replace, alter, supplement or otherwise address all such landscaping as determined to be in the best interests of the community. Any plantings within Areas "B" and "C" that are not initial standard plantings, or their replacements, are the responsibility of the Owners with respect to maintenance, removal, and replacement as needed. Trees planted by Owners in Areas "B" and "C" must be maintained and removed, if needed, by Owner at Owner's expense. Owners are responsible for repairing any damage to the irrigation system or underground utilities caused by such maintenance, removal, or replacement.

(c) the Association shall maintain, repair, improve and replace driveways (even though subject to owners easements), roads, storm water drains, and utility service installations lying with the Common Areas, including installations under the driveways, except to the extent that the same is subject to maintenance by public utilities companies.

(d) At no time shall any unauthorized person access or alter control settings for Common Area use, such as irrigation, water or gate settings.

Section 2. Party walls. The rights and duties of the Lot Owners with respect to party walls shall be governed by the following provisions:

a. Each wall built as a part of the original construction upon adjoining Lots and placed on

or about the dividing line between such Lots shall constitute a party wall, and to the extent not inconsistent with remaining provisions of this Article, the general rules of law regarding party walls and liability for property damage shall apply thereto.

b. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the adjoining Lot Owners.

c. If a party wall is destroyed or damaged by fire or other casualty, to the extent such destruction or damage is not covered by insurance and repaired from the proceeds of insurance, the adjoining Lot Owners shall restore the party wall and each shall contribute one-half the cost of such restoration.

d. If a party wall is damaged or destroyed by or through the act of a Lot Owner (whether or not such act is negligent or otherwise culpable) so as to deprive the adjoining Lot Owner of the full use and enjoyment of such party wall, then the Lot Owner responsible for such damage shall repair such damage, and to the extent such damage is not covered by insurance, shall bear the full cost of repairs. If such Lot Owner fails to repair such damage promptly, then the adjoining Lot Owner may effect such repairs and, to the extent the cost of such repairs is not covered by insurance, shall be entitled to contribution for such cost from the Lot Owner responsible for such damage.

e. The right of a Lot Owner to contribution from an adjoining Lot Owner under this Article shall be an appurtenance to the Lot and shall pass to the successors and assigns in title to the Lot.

f. There shall be no alteration of a party wall by a Lot Owner in any manner materially and adversely affecting the full use and enjoyment of the party wall by the adjoining Lot Owner without the prior written consent of the adjoining Lot Owner.

Section 3. Alterations and Additions to Common Areas by Association. The protection, maintenance, repair, insurance, and replacement of the Common Areas is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Areas costing more than five (5%) percent of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of not less than two-thirds of the members present in person or by proxy at a membership meeting. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Areas also constitutes a material alteration or substantial addition to the Common Areas, no prior Owner approval is required.

## **ARTICLE VIII USE RESTRICTIONS**

Section 1. Single Family Use. All homes shall only be used for single-family residential purposes and no trade or business may be carried on therein nor may more than one family occupy the same at one time, provided however, Owners, tenants and occupants may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, but only if the activity is acceptable under the Zoning Regulations of the City of Sarasota; cannot be seen, heard or smelled by other residents; does not cause an increase in pedestrian or vehicular traffic in the Subdivision; does not increase the insurance risk of other Lot Owners, or the Association; or constitute a dangerous activity jeopardizing the health, safety or welfare of other residents or their pets.

Section 2. Pets. Common household pets may be kept within Lot boundaries, provided that they are not kept, bred, or maintained for any commercial purpose. No exotic pets shall be permitted. Caged birds, and fish, are permitted in reasonable quantities.

(a) Pets must be on leash and under the control of the Owner or member of the Owners family, guest or invitee, if taken out of the Lot boundaries and on the Common Area. Such pets may not be walked on lawn areas other than the lawn area directly in front of the home of the Owner involved and lawn areas directly bordering streets and roads, as may be reached by a normal length leash extended



from the road surfacing. Failure to pick up and properly and promptly dispose of pet excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet that becomes a source of unreasonable annoyance to other residents. Any Owner or other resident who keeps or maintains any pet upon any portion of the Subdivision shall be deemed to have indemnified and agreed to hold the Association and each Lot Owner, free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Subdivision. All pets shall be registered and inoculated as required by law.

Section 3. Parked Vehicles. No Owner shall keep or permit to be kept or parked on the Common Area (including Owner driveway easements), any commercial or recreational vehicles, pickup trucks, trailers, campers, camper trailers, boats, boat trailers, watercraft, motorbikes or motorcycles, it being intended that the only vehicles permitted to be kept will be customary private passenger vehicles. For purposes hereof, customary private passenger vehicles shall mean non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, and shall be limited to vehicles which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, mini-vans, vans equipped with windows all round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, and sport utility vehicles (excluding sport utility vehicles with an open bed which are classified as pick-up trucks and prohibited).

(a) Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Subdivision during the time they are actually servicing a Unit, but in no event overnight; and (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Subdivision when they are being actively loaded or unloaded; and (iii) any of the prohibited vehicles may be parked or stored in a garage.

(b) All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted unless accomplished in an enclosed garage, except for minor emergency repairs, such as changing a flat tire or replacing or charging a defective battery.

(c) The operators of all motor vehicles in the Subdivision shall obey and abide by all posted speed limit signs and other motor vehicle regulations that may be posted. No vehicles shall be parked in a grass area in the Subdivision. No vehicle parked or stored outside a garage may be covered with a tarp or any other type of cover.

(d) The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted, if the Board determines, in the reasonable exercise of its business judgment, that the vehicle constitutes a safety hazard or a nuisance. Subject to the provisions of applicable laws, any vehicle of any nature whatsoever parked in violation of this Declaration, or rules or regulations, may be towed by the Association at the sole expense of the owner of the vehicle if such vehicle remains in violation for a period of twenty-four hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor the failure of the owner to receive it for any reason, shall be grounds for relief of any kind.

Section 4. Antennas. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person. Certain television, satellite, or other antenna systems may be erected or installed on a Lot subject to compliance with the following requirements:

(a) Permissible antennas include (collectively hereinafter referred to as "antennas") direct broadcast satellite dishes (DBS) that are less than one meter in diameter, and multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

(b) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.



The Board of Directors of the Association may promulgate rules and policies on suitable locations for each lot.

(c) Screening of Antennas. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable.

(d) Safety Requirements. To safeguard the safety of the lot owner, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(e) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Lot owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

Section 5. Clothes Lines. No clothes lines, hangers or drying facilities shall be permitted or maintained in any part of Owners Lot which is exposed to the view of passerby, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, cleaned or dusted by hanging or extending the same from any window, door or external part of a home.

Section 6. Garbage and Trash Disposal. All Owners shall dispose or keep refuse, garbage or trash in containers hidden from public view at all times except at times of collection. Owners shall follow the instructions and ordinances of the City of Sarasota regarding the handling of the containers.

Section 7. Signs. No advertising or sign of any character shall be displayed or placed upon any Lot except for security signs installed and maintained in accordance with Rules adopted by the Association.

Section 8. Garages. No garages shall be converted to any other use. No garage doors may be left open except during times of entry and departure to or from the garage or if activity is in progress inside or outside the garage.

Section 9. Flags and Decorations. Except for Area "B" of a Lot, no person shall place or maintain any flags, banners, decorative lights or ornaments, or similar items, without the prior written approval of the Association; provided however, that nothing herein shall prohibit the use of seasonal holiday decorative lights, ornaments and displays, or the display of portable removable flags of the United States or the State of Florida, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, or Veterans Day, portable removable armed forces flags which represent the United States Army, Navy, Air Forces, Marine Corps, or Coast Guard.

Section 10. Conveyance of Lot. Each selling Lot Owner shall disclose the existence of this Declaration and other Subdivision documents to the purchaser as required by Chapter 720, Florida Statutes as it may be amended from time to time. The name and address of the purchaser of any Lot must be provided to the Association within ten days of closing of a sale of the Lot.

Section 11. Leasing. Villas may be leased without approval of the Association, provided the occupancy and use of the leased villa by the lessee and other occupants must be in compliance with the terms of this Declaration, and rules and regulations adopted by the Association. The Lot Owner shall provide copies of the Declaration and all rules and regulations to the tenant prior to occupancy and shall require the tenant to agree to comply with the Declaration and rules as a condition of the rental. The name of the tenant must be provided to the Association within ten days of occupancy of the villa.

Section 12. Compliance With Law. All Owners shall only use and occupy their homes in accordance with all applicable laws, rules, regulations and ordinances governing same and shall comply with all requirements of this Declaration and all proper requirements of the Association duly enacted under the authority of its Articles of Incorporation and Bylaws. In no event shall any Owner make a use of their Lot or any improvements thereon, or the Common Area, which would constitute a nuisance or unreasonable annoyance to the other residents of the Subdivision. All Lots shall at all times be kept clear of any trash, debris, or waste which might constitute a health or fire hazard or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable. In the event any of the Owners of any Lots shall fail or refuse to keep the premises in good order and free and clear of debris, trash or refuse, the Association may, after giving reasonable notice to the Owner remove the refuse, and do whatever is reasonably necessary to put said Lot in clean and proper order and appearance. Any such entry on the Lot by the Association, or its agents or contractors, for the purpose provided for herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the Owner for said service. Said charge shall constitute a lien against the Lot, which lien may be foreclosed in accordance with the provisions of the law providing for mortgage foreclosures. In the event foreclosure proceedings are filed, the Association shall be entitled to recover as part of the judgment reasonable attorney fees and court costs required thereby.

Section 13. Utility Easements. In addition to the utility easements which may otherwise be mentioned herein or in the plat of the properties and Common Area, there is hereby impressed, declared and dedicated for the benefit of the various Lots constituting the properties and Common Areas and for the benefit of public utility companies such easements for the installation, maintenance and servicing of utilities over, through and under the Lots and Common Areas and improvements thereon as may reasonably be required by public utility companies for the purpose of furnishing utility service to and for the benefit of Glen Oaks Manor Homes.

## **ARTICLE IX INSURANCE**

Section 1. Casualty Insurance. Each Owner shall obtain and maintain, at their expense, casualty insurance in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation and excavating costs and other items normally excluded from coverage, on the insurable portions of the Lot improvements, including the residence constructed thereon, to cover loss or damage by fire, windstorm, hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location, and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement.

Section 2. Copies of Insurance Documentation/ Compliance. Each Owner shall provide a copy of each insurance policy, or a certificate evidencing same, and all endorsements thereon, to the Association for inclusion in the official records. Each Owner shall continuously update and maintain such insurance documentation with the Association. The purpose of the filing requirement is to facilitate cooperation, coordination, and repairs among all interested parties in the event of a casualty loss, and to permit any interested party, including but not limited to, other Owners, or mortgage holders, the right to examine the insurance documentation for a Lot to determine compliance. The Association shall have no obligation to review the documentation for completeness or compliance, or to determine if each Owner has made or maintained such a filing. As provided in Article X(1) of this Declaration, any Owner has the right to enforce the provisions of this Declaration, including compliance with the insurance requirements. The Association may choose to seek compliance with these provisions, but shall not be liable for damages of any nature in the event it does not do so in recognition of the fact that it not reasonable to expect volunteer officers,

directors, and committee members to monitor, review, and determine compliance with complex insurance issues involving 197 Lots, and there are not sufficient monies approved by the membership to engage agents that may have the necessary expertise to accomplish these tasks on behalf of the Association.

Section 3. Repairs. In the event of any damage, the Owner shall remove all debris as soon as practicable, and complete repair and reconstruction of the damaged improvements within one year in a manner consistent with the original construction, or such other plans and specifications approved by the Association as provided elsewhere in this Declaration. Each Owner shall cooperate and coordinate with Owners of other Lots for purposes of repairs of party walls or other improvements affecting more than one Lot.

Section 4. Additional Board Authority. In addition to Board authority granted by law and the Declaration, Articles of Incorporation, and Bylaws, the Board shall have the following power and authority after a casualty to multiple buildings :

(a) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(b) To hold Board meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(c) To change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year.

(d) To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.

(e) To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

## **ARTICLE X GENERAL PROVISIONS**

Section 1. Enforcement. Each Owner, and every occupant or visitor of a Lot, shall be governed by and shall comply with the terms of this Declaration and all exhibits attached hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. Each Owner is responsible for the actions of their tenants, occupants, and guests. Each Owner shall be liable for the expense of any maintenance, repair or replacement of the Common Area, or Lots, including residences and other improvements, owned by other persons, or any property in which the Association owns an interest rendered necessary by the Owner's willful action or negligence or by the willful action or negligence of any member of the Owners' family or his or their guests, employees, agents or lessees. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and all exhibits attached hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time.. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party shall be entitled to recover court costs and a reasonable attorneys fee against the non-prevailing party in such action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless cancelled within ninety (90) days after expiration of said twenty (20) year term or within ninety (90)

days after expiration of any successive ten (10) year term by an instrument in writing signed by not less than 51% of the Lot Owners and recorded in the Public Records of Sarasota County, Florida. This Declaration may be amended in the following manner:

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

(b) Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, or by not less than 20% of the voting interests of the Association.

(c) Approval. Except as otherwise required by law, a proposed amendment to this Declaration shall be adopted if it is approved by a majority of the membership of the Board of Directors and by not less than a two-thirds of the voting interests, present in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment, or by approval in writing by a majority of the total voting interests without a meeting.

(d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

In witness whereof, **Glen Oaks Manor Home Owners Association, Inc.** has caused this Amended and Restated Declaration to be executed in its name this 16 day of March, 2007.

Raymond F. Stockwell  
Witness Signature  
RAYMOND F. STOCKWELL  
Printed Name  
Kimberly Bitter  
Witness Signature  
KIMBERLY BITTER  
Printed Name

**Glen Oaks Manor Home Owners Association, Inc.**

Charles J. Gott  
By: **Charles J. Gott, President**  
Roy Burns  
Attest: **Roy Burns, Secretary**

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16 day of March, 2007, by Charles J. Gott, as President, and by Roy Burns, as Secretary, of Glen Oaks Manor Home Owners Association Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Bridget R. Tucker  
Notary Public, State of Florida  
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Bridget R. Tucker  
Commission # DD446291  
Expires: JUNE 30, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

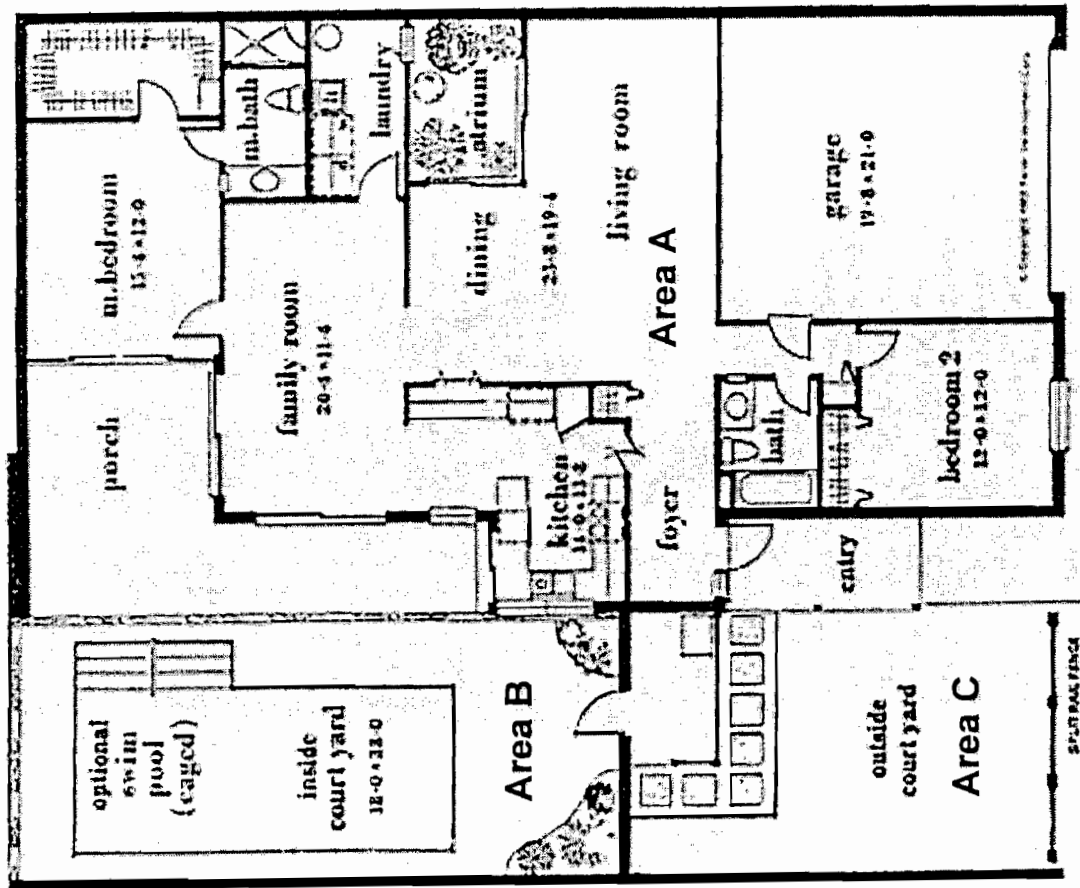
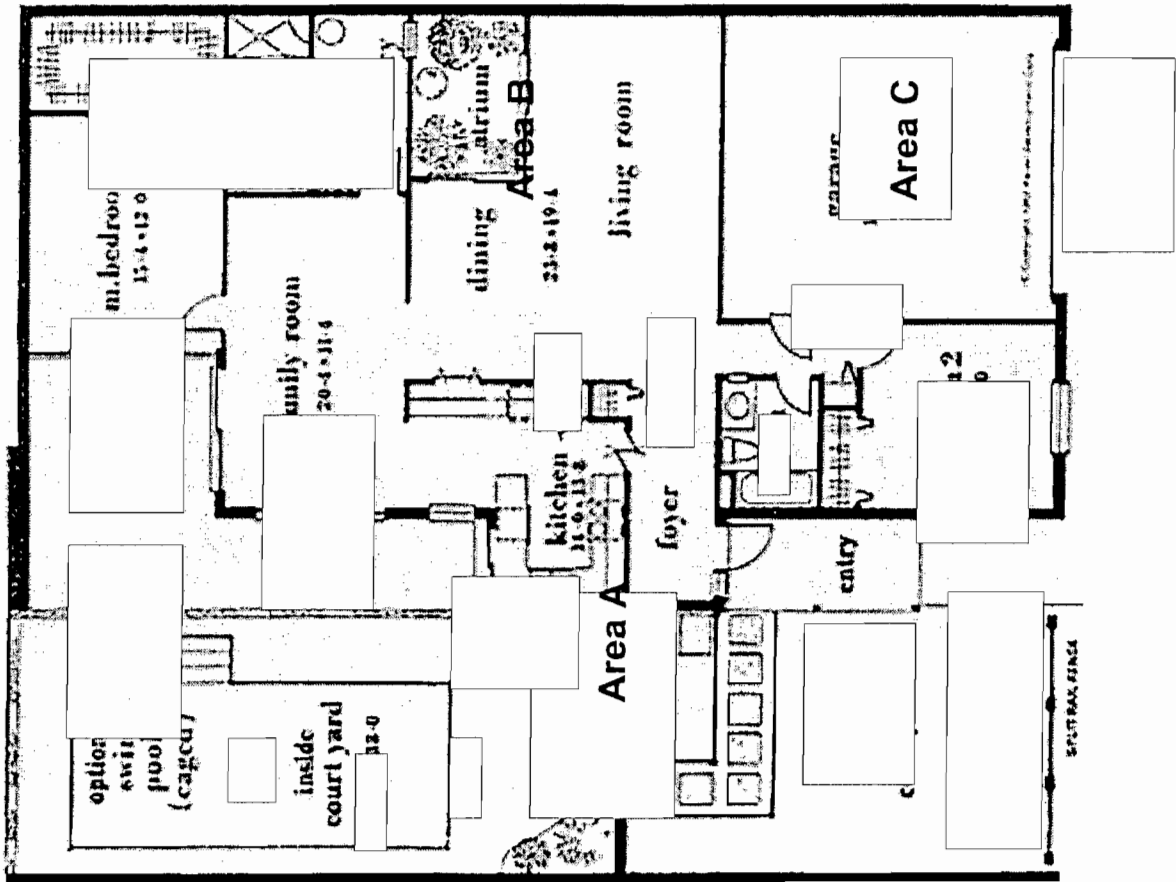


EXHIBIT 'A'

STREET



STREET

EXHIBIT A