

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
COUNTRY MEADOWS

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 20, 1998, by a vote of not less than two-thirds of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Protective Covenants Conditions and Restrictions for Country Meadows, as originally recorded in O.R. Book 1838, Page 0844, et seq., in the Public Records of Sarasota County, be, and the same is hereby amended as follows:

“SEE ATTACHED”

All other provisions of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, COUNTRY MEADOWS OF SARASOTA HOMEOWNERS' ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed on January 30, 1998.

(Corporate Seal)

COUNTRY MEADOWS OF  
SARASOTA HOMEOWNERS'  
ASSOCIATION, INC.

ATTEST:

By: Bill Hall

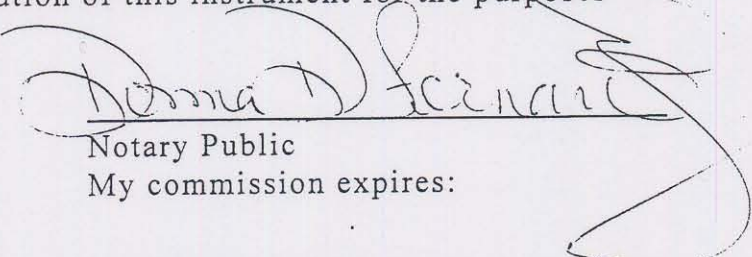
BILL HALL, Secretary

By: Catherine Ross

CATHERINE ROSS, President

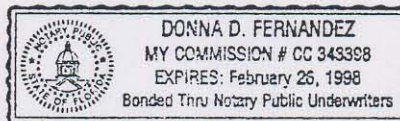
STATE OF FLORIDA  
COUNTY OF SARASOTA

On this January 30, 1998, personally appeared the President and  
Secretary who acknowledged the execution of this instrument for the purposes  
herein expressed.

  
Notary Public

My commission expires:

This Instrument Prepared By  
and Return to:  
Daniel E. Scott, P.A.  
Suite 408, Center Pointe  
2033 Main Street  
Sarasota, Florida 34237



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DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
COUNTRY MEADOWS

Revision 1, dated \_\_\_\_\_

THIS DECLARATION of Protective Covenants, Conditions and Restrictions, hereafter referred to as the "Protective Covenants" was made the 18th day of February, 1986 by the then "Declarant", Robert L. Koontz is hereby revised and modified on this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

W I T N E S S E T H

WHEREAS, the developer or Declarant of the property known as Country Meadows no longer holds property or other material interest in the development, all powers and duties of owning, operating and maintaining the properties and facilities in accordance with these protective Covenants, as well as enforcing the covenants and restrictions and collecting assessments and charges pursuant hereto are assigned to the COUNTRY MEADOWS OF SARASOTA HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit. The Protective Covenants and restrictions are for the purpose of promoting convenience, safety and welfare of the residents of COUNTRY MEADOWS; AND

WHEREAS, THE HOMEOWNERS' ASSOCIATION desires to provide for the preservation and enhancement of the property values, amenities and opportunities in the said community and for the maintenance of the properties and improvements thereon and to that end desires to subject real property to covenants, conditions, restrictions, charges and liens hereafter set forth, all of which are for the said benefit of said property and all future owners thereof;

NOW, THEREFORE, the COUNTRY MEADOWS HOMEOWNERS' ASSOCIATION hereby re-affirms the original declaration that the real property described on Exhibit "A" attached hereto is and shall be held, owned, sold, transferred, conveyed and occupies subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes and liens hereinafter set forth, which shall be binding upon all persons having any right, title, or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

ARTICLE I  
DEFINITIONS

Section 1. "Articles" shall mean the articles of incorporation of the association, a copy of which is attached hereto as Exhibit "C" and made a part hereof. A



copy of the bylaws of the Association is attached hereto as exhibit "D" and made part hereof.

Section 2. "Association" shall mean and refer to COUNTRY MEADOWS OF SARASOTA HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit, its successors and assigns.

Section 3. "Association Expenses" shall mean the expenses incurred by the Association in performing its duties and obligations and which are payable by the Owners to the Association for the purpose and in the manner set forth in these Protective Covenants.

Section 4. "Association Property" shall mean the real and personal property transferred to or held by the Association and any easement or use rights held by the Association for the benefit of all members.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Common Area" shall mean those areas of real property reflected on the COUNTRY MEADOWS Plat, which are dedicated to the common use and benefit of the members of the Association and the term is used interchangeably with the term "Association Property".

Section 7. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other terms and provisions contained in this document, as the same may be amended from time to time, and the term is used interchangeably with the term "Protective Covenants".

Section 8. "Declarant" refers to the developer of THE COUNTRY MEADOWS Plat and has been deleted from this document and replaced by the term "Association".

Section 9. "Institutional Mortgagee" shall mean any lending institution holding a construction mortgage lien on any portion of the property within Country Meadows or having a permanent mortgage lien on any of the residences therein.

Section 10. "Lot" or "Unit" shall mean a separate and distinct parcel of real property depicted and referred to by lot number on the Plat of COUNTRY MEADOWS.

Section 11. "Occupant" shall mean the person occupying a Residential Unit who is the owner, guest of an owner or lessee.

Section 12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any unit which is part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



Section 13. "Plat" shall mean the Plat of COUNTRY MEADOWS recorded in the Plat Book 30, pages 48 and 48F, Public Records, Sarasota County, Florida. A reduced copy of which is attached hereto as Exhibit "B" and made a part hereof.

Section 14. "Property" shall mean all the real property described on Exhibit "A" attached, and any personal property subject to this declaration.

Section 15. "Rules and Regulations" shall mean the rules, regulations and policies which may be promulgated by the Board from time to time by resolution duly made and carried.

Section 16. The use of gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the use of the singular.

## ARTICLE II DEVELOPMENT

Section 1. The Plat of COUNTRY MEADOWS reflecting a combination of single family subdivision lots and single family cluster type parcels has heretofore been recorded in Plat Book 30, Pages 48 through 48F, Public Records of Sarasota County, Florida.

Section 2. Certain areas delineated on the Plat of COUNTRY MEADOWS, will be for the use and benefit of all of the Owners of Residential Lots in COUNTRY MEADOWS. Such areas are as follows:

(A) A strip of land approximately one hundred twenty-five (125) feet wide and six hundred one (601) feet long located along the westerly boundary is hereby set aside, designated and committed for the use and benefit of the owners for drainage, utility and bicycle path purposes and a possible future recreation area. The Association may elect to construct recreation facilities such as tennis courts, a swimming pool, a club house etc. in the area for the use of all the residents of COUNTRY MEADOWS, provided however, that this provision shall not be interpreted to constitute an affirmative obligation of the Association to provide such facilities. Additionally, any such development shall not interfere with existing easements. The said parcel shall be maintained by the Association.

(B) A fifty (50) foot strip of land along the northerly and easterly boundary of the property, designated on the Plat as "50' wide drainage, utility and bicycle path easement" and a thirty-five (35) foot strip of land along the southerly boundary of the property, designated on the Plat as "35' wide drainage and



utility easement" are subject to reservations of such easements by the County of Sarasota. The fee simple title of these areas constitutes part of the lots across which the easements run. Such areas shall be maintained by the individual Lot Owners. In the event a Lot Owner fails to comply with this requirement, the Association may have the maintenance performed and assess the Lot Owner the cost thereof in accordance with the assessment provisions of this Declaration.

(C) Lots 1 and 77, Block "A" and Lots 1 and 56, Block "B", of COUNTRY MEADOWS are hereby subjected to a perpetual, non-exclusive easement in favor of the Association for the purpose of maintaining subdivision identification signs in the approximate locations depicted on the Plat as "proposed sign". The subdivision identification signs shall be owned and maintained by the Association.

Section 3. The lake(s) in COUNTRY MEADOWS shall be for the general use of the Owners of Lots bordering thereon and their guests and for drainage purposes for all Lot Owners in the subdivision. Owners of Lots bordering on a lake shall maintain their Lots down to the waters edge by mowing, trimming, edging and keeping the same free from trash and debris at such Owner's expense. The Association shall, at it's expense, maintain the lake(s) and the wetland vegetation existing in littoral zones around the periphery thereof. No Owner may mow or trim such wetland vegetation.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment.

Section 2. Members of the Association shall be all Owners of Lots or residences and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the multiple Owners may determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.



ARTICLE IVCOVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all "Single Family" Lots and "Single Family Cluster" Lots as designated on the Plat of COUNTRY MEADOWS. The primary purpose of these covenants and restrictions is the creation and maintenance of a community which is aesthetically pleasing as well as functionally convenient.

Section 1. USE: No Lot, within the property may be used for any purpose other than solely and exclusively for single-family residential purposes. A single family is defined as a single person or persons, or a couple to include their dependant children. Also for recreational purposes associated with such residential use. A Owner may have an office within the residence provided that no client or customer traffic comes to the premises and no business signs are posted. Nothing contained herein shall prevent an Owner from leasing a residence subject to the conditions and covenants contained in this Declaration.

Section 2. NUISANCE: No activity may be indulged in or permitted upon any Lot, parcel of land or Unit within the property which may constitute or become a nuisance to the other Owners. Nuisance, for the purpose of this restriction, is defined as any act, condition, thing or person causing trouble, annoyance, unpleasantness, inconvenience or hazard. This includes but is not limited to loud noise, unpleasant or hazardous air pollution and unsightly or hazardous objects.

Section 3. LAW: No use may be made of any Lot, which violates any Federal, State or local laws, ordinances or regulations.

Section 4. ANTENNAS: Television antennas larger than three (3) feet by three (3) feet and TV satellite dishes larger than one (1) meter (39 inches) in diameter shall not be permitted or maintained on any exterior portion of the structures. Television antennas or dishes that comply with the Federal Communication Guidelines will be permitted provided a best effort is made to locate said antennas in the least obtrusive location consistent with good signal reception. Antennas shall be painted, concealed or otherwise made to blend with its surroundings.

Section 5. ELECTRO MAGNETIC INTERFERENCE: There shall not be permitted or maintained any electrical or mechanical equipment or devices inside or outside the structure which emanates or creates radio or television interference with any neighborhood residences.



Section 6. HAZARDS: Owners may not permit or allow to persist any activity or condition upon or within any Lot, within the property which will result in any fire or health hazard or which results in increased insurance rates for other Owners or with respect to the common areas. No burning of trash, refuse or garbage shall be permitted on any Lot, within the Property. Owners shall insure that residents of adjoining Lots are notified prior to commencing with the application of insecticides or other hazardous materials exterior to their structure.

Section 7. ANIMALS: No animals, livestock, poultry, reptiles or birds of any kind may be bred, raised or kept on or in any Lot, within the Property. Except house pets may be kept provided the total number of pets of all kinds does not exceed four (4) and the same do not become a nuisance to other residents. Exposed excrement on lots, lawns or streets shall be considered a nuisance. All pets must be secured by a leash or lead when the same are outside the residence or permitted enclosed area for the maintenance and confinement of pets. All owners of any pets shall be required to pick up and dispose of any excrement of their pets.

Section 8. SIGNS: No signs of any type shall be displayed to public view on any Lot, within the property except as follows:

- (A) One (1) non-illuminated ground mounted sign no more than four feet (4') in height nor four (4) square feet in area advertising a Lot for sale or lease;
- (B) One (1) sign of not more than one (1) square foot may be used to designate the name of the resident;
- (C) Home security signs of not more than one (1) square foot each. Home security signs may be located at or near each dwelling door access point.

Section 9 UNSIGHTLY OBJECTS: Each Owner shall prevent the development of any unclean, unsightly, or unkempt conditions of structures or grounds on or about the Lot, which shall decrease the beauty of the neighborhood. No laundry, garments or other unsightly objects may be placed or hung outside of a dwelling, nor may any trash, rubbish, refuse or garbage be allowed to accumulate other than in appropriate receptacles which shall be hidden from view. No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any Lot; or within the Property deemed to be



hazardous to the health and welfare of the residents. Lawns and grass areas fronting adjacent to paved walkways and subdivision streets shall be re-seeded, sodded or plugged as necessary to fill in any bare spots which may develop.

Yard waste, refuse or garbage shall not be placed on curbside until 5:00 p.m. prior to pick-up day.

Wells must be County approved first. Residents are responsible for stains on sidewalks, utility boxes, etc.

In the event of failure of any Owner to comply with this provision upon demand by the Association may enter upon the Lot or parcel in violation and remedy the condition by mowing, removing weeds, underbrush or refuse or taking such other action as may be required. Such action shall be permitted and shall not constitute a trespass. The cost thereof shall be paid by the Owner, failing which the same shall become a lien on the Lot or parcel, collectable in the same manner as delinquent maintenance payments as hereinafter specified. This provision shall apply to any portion of lots which are subject to easements.

Section 10. OBSTRUCTIONS: Owners of Lots, parcels of land or Units shall not obstruct roads or other common ways of ingress or egress or assessment areas or Common Areas. No Owner may utilize any portion of the Common Areas in a manner which abridges the equal rights of other Owners.

Section 11. PARKING: No commercial vehicles, including, but not limited to vehicles used primarily for commercial purposes such as limousines, trucks (other than pick-up trucks no larger than one (1) ton), any vehicle with commercial lettering, flat bed trucks, buses, any type of watercraft, campers, mobile homes, motor homes, or any type of trailers may not be parked, stored or maintained on or about any Lots unless they are entirely enclosed within a garage. Overnight parking of any vehicle shall be in the garages or driveways. Overnight parking on or adjacent to the street are not permitted. Service vehicles during the time they are actually serving the Association or a resident are permitted. Vehicles shall be parked on paved driveways only and not on residents lawn. The mooring of boats along side of permitted docks or wharfs on lakeside Lots shall not be deemed to be in violation of the provision. In the event of a dispute as to the type of vehicle and whether it violates this restriction, the decision of the Board shall control. The Association shall have the right to cause any vehicles covered by and in violation of this provision to be towed away with the costs to be borne by the vehicle owner or violator.



Section 12. TEMPORARY STRUCTURES: No temporary or permanent structures or out buildings of any type shall be permitted or maintained upon any Lot or parcel of land except those utilized by contractors in connection with construction of residences thereon and permitted by the Association. Such permitted temporary structures may not at any time be used as residences or permitted to remain on the Property after completion of construction. An out building is defined as any structures whatsoever that is not a permanent part of and connected to the residence.

Section 13. TREES: No trees measuring six (6) or more inches in diameter at a point two (2) feet above ground level may be removed without the written approval of the Association. Approval of trees located within ten (10) feet of a residence or within ten (10) feet of the site for construction thereof will be granted unless such removal will substantially increase the beauty of the property.

Section 14. SUBDIVIDING LOTS: No "single family" Lot nor "single family cluster" Lot shall at any time be sold or transferred other than its entirety, as a whole Lot.

Section 15. FENCES OR WALLS: No fences or walls, or other enclosures or dividers of any kind in excess of six (6) feet in height shall be constructed, permitted or maintained which are located between the residence and the front lot line of any lot or the street. Fencing of the outer most front yard area is not permitted. For purposes of this provision, corner lots shall be deemed to have two (2) front lot lines. Fences and walls not in excess of six (6) feet in height are permitted from the front setback line to the side and rear lot lines with the prior written consent of the Architectural Control Committee. No wall, fence or other enclosures or dividers of any kind other than a chain link fence no more than four (4) feet in height may be permitted between the rear of a residence and the water in those instances where the rear lot line is in a lake. In measuring the heights of fences, or other enclosures or dividers, the point from the average grade of the lot to the horizontal plane of the highest point of such fence, or other structure shall govern. Additionally, no fence or other structure shall be constructed so as to obstruct use of any easement reflected on the Plat of COUNTRY MEADOWS or set forth in this Declaration. Architectural Review Committee approval for the type of fence or wall, as well as the height and location must be granted before installation.

Section 16. UTILITIES: All buildings shall utilize and be connected to central water and sewerage service, provided the same are available. All utility lines and lead in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage lines located within the Property shall be underground. The areas reflected on the Plat of COUNTRY MEADOWS, as "Utility



Easements" shall not be constructed or modified in any manner which might interfere with the installation and maintenance of underground utility lines. The areas of such easements shall be maintained by the Owners thereof and the improvements installed therein shall be maintained by the Owners of such equipment.

Section 17. DRAINAGE: No owner may fill or grade a Lot or parcel of land to the extent that the drainage plan for COUNTRY MEADOWS or any ordinance of the County of Sarasota relating to drainage will be violated, nor shall a Lot be filled or graded in a manner or to an extent that proper drainage of any adjacent Lot, parcel of land or Unit will be adversely affected. In the event of a dispute as to whether this restriction has been violated, the Architectural Review Committee shall be the final authority. The slope, grade and elevation within the drainage easement areas designed on the Plat of COUNTRY MEADOWS, shall not be obstructed or modified in any manner which may interfere with surface drainage within the Property.

Section 18. BUILDING STANDARDS: All residences constructed, modified or renovated on the "Single-family" lots and the "Single-Family Cluster" lots in COUNTRY MEADOWS, shall conform to the following building standards.

1. Each residence shall have an enclosed two (2) car garage with the garage door being a minimum of sixteen (16) feet in width, or with two (2) garage doors with each being a minimum of eight (8) feet in width. Subdividing or converting a garage into an office or living quarters is prohibited.
2. The floor area of single-story residences shall be a minimum of 1200 square feet for "Single-Family Cluster" lots and 1200 square feet for "Single-Family" lots, exclusive of open porches, lanais and garages.
3. No residence may exceed two (2) stories in height and two (2) store residences must have a minimum of 800 square feet in ground floor area, excluding open porches, lanais and garages.
4. All roofs shall be constructed of concrete tile, cedar shake shingles, fiber glass shingles, asphalt shingles with a minimum grade of 240 pounds or such other materials as may be approved by the Architectural Review Committee.
5. The exterior surfaces of residences may not be unfinished nor allowed to remain in a state of disrepair. Concrete blocks must be stuccoed with color or stuccoed and painted, and wood surfaces must be painted or stained.



6. All lawns shall be grass sodded upon completion of construction and extended to the pavement line in front.

7. All swimming pools shall be constructed below ground. Any above ground swimming pools are strictly prohibited. They shall include any size structure containing water, including spas and pools not large enough for swimming. All spas must be contained within a caged area attached to the residence. Spas must be contained within the rear lanai of any residence and must be screened/or caged in within the natural contour and rooflines of the residence. All below ground swimming pools and spas must be located in the rear of the residence. The setback requirements and construction standards for swimming pools must comply with the standards as adopted by Sarasota County, Florida, and its departments having jurisdiction.

8. All driveways shall be constructed and maintained of concrete not less than four (4) inches thick.

9. No exterior lighting will be permitted where its brightness or glare deems to be a nuisance to any other residence.

Section 20. REMEDIES FOR VIOLATION: In the event the Owner of any Lot shall violate or attempt to violate any of the covenants and restrictions contained in Article IV of this Declaration, the Association or any person or persons owning any substantial interest in any other Lot, may prosecute any proceedings for the recovery of damages or for the purpose of remedying or preventing such violation against the person or persons violating or attempting to violate the restrictions. The remedies contained in this paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. The right of the Association to enforce the restrictions shall be permissive in nature and there shall be no affirmative obligation to do so. Any person or entity, including the Association, who is successful in legal proceedings to enforce these covenants and restrictions shall be entitled to recover all reasonable costs and expenses including attorney's fees incurred in such proceedings and on appeal. Also allow the Association to collect attorney fees paid for enforcement procedure without actually filing suit, such as for writing letters, meetings, etc. to get compliance from owners.

Section 21. VARIANCES: The absolute right and discretion is hereby reserved to the Association, to grant variances from the obligation to comply with any covenant or restriction contained in this Article IV in such instances where not to grant a variance would create a hardship or



where a variance would be in keeping with the spirit and intent hereof or would be such as not to adversely affect any neighboring Owner or the Property as a whole. Any request for such variance shall be by written application setting forth in detail the variance requested and the reasons therefor. Such variance, if approved, shall be granted by the Association, in writing and shall be strictly complied with by the applicant. A variance must be executed with the formalities of a deed and shall be recorded in the Public Records of Sarasota County, Florida, to become effective. Granting a variance to one owner does not set a precedent for any other owner.

Section 22. INVALIDATION: Invalidation of any one or more of the covenants and restrictions contained in this Article IV by judgment or court order or in any other manner, shall in no way effect any of the other provisions thereof, all of which shall remain in full force and effect.

## ARTICLE V

### EASEMENTS

Section 1. UTILITIES: The Association hereby reserves for itself, its successors or assigns a perpetual, nonexclusive utility easement around the perimeter of the boundary lines of each Lot in the subdivision, such easement having a width of five (5) feet along the side and rear lot lines, and ten (10) feet along the front lot lines measured at right angles to and within the boundary lines of each such Lot. The easement areas may be entered upon, improved, used and occupied for purposes of installing and maintaining such public utilities as the Association or Public Utility Companies approved by or succeeding the Association deem necessary for servicing the subdivision and Lots contained therein. Any wall, fences, paving, planting or other improvements placed on such easements by the Owner of the Property on which the easement lies shall be removed, if required by the Association, its successors or assigns at the expense of such Owner. Where a residence is built on a parcel consisting of more than one platted Lot, the said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original line lying within said parcel, unless utility lines or storm drainage pre-exist.

Section 2. HAZARD CONTROL: The Association hereby reserves for itself, its successors or assigns a perpetual, nonexclusive easement over, cross and under all Lots in the subdivision for purposes of dispensing pesticides and taking such other action as may be required or desirable to control insects and vermin and to control fires on the Property or any improvements thereon. Entrance upon Property pursuant to this provision shall not be deemed to constitute a trespass.



Section 3. DRAINAGE: The Association hereby reserves for itself, its successors and assigns, perpetual, nonexclusive easements over, across and under the areas designated on the Plat of COUNTRY MEADOWS, as "Drainage and Utility Easement" for purposes of providing and maintaining appropriate and effective drainage of the Property. Utility and/or drainage easements in the areas designated for such purposes on the Plat and the Common Areas may be granted by the Association to any public or private utilities as may be necessary or desirable to provide utility services to the Property and maintain appropriate drainage thereof.

Section 4. PEDESTRIAN TRAFFIC: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic, over, through and across such portions of the Common Areas as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Owners, the Association, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any such portion of the Property except to the extent that space may be specifically designated and assigned for parking purposes.

Section 5. RESTRICTIONS: The Association hereby reserves for itself and its successor and assigns a perpetual easement to enter onto the Lots in the subdivision when necessary to enforce the covenants and restrictions set forth in Article IV of this Declaration. Such entry shall not be deemed to constitute a trespass.

Section 6. COMMON AREAS: The Association hereby reserves unto itself and its successors and assigns a perpetual, nonexclusive easement to enter upon the Common Areas for purposes of constructing and maintaining improvements thereto. All Owners of Lots in COUNTRY MEADOWS, are hereby granted a perpetual nonexclusive easement for the use of the Common Areas for the purposes and in the manner for which they are intended. Such grant of easement shall not in any way be construed to grant to the public or to any owners of land outside of COUNTRY MEADOWS, to the use and benefit of the Common Areas.

Section 7. RIGHT OF ENTRY BY COUNTY: Sarasota County Law Enforcement officers, health and pollution control personnel, emergency medical service personnel and fire fighting personnel, while in the pursuit and exercise of their official duties, shall have a right of entry on all Common Areas as well as an easement for ingress and egress over and across any common driveways.



Section 8. LAKE MAINTENANCE: The Association hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement of five feet (5') in width along the side and rear lot lines for access to the lakes for purposes of maintaining the lakes and wetland vegetation existing in littoral zones around the periphery of the lakes. Any damage caused to lots as a result of use of this easement shall be promptly repaired by the Association at its expense.

ARTICLE VI

ASSOCIATION EXPENSES; ASSESSMENTS

Section 1. The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas shall constitute Association Expenses, and all other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Association Expenses.

Section 2. All Association Expenses and other expenses set forth in Section 3 below, shall be shared and payable to the Association on an equal basis by all Residential Unit Owners.

Section 3. There is hereby imposed upon each Residential Unit and its Owner, the affirmative covenant and obligation to pay to the Association; and upon the Association the obligation to assess, collect and expend, the Association's Expenses and those expenses hereinafter set forth:

(A) All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments, liens for public improvements, special charges and assessments; and, in general, all taxes on personal Property and improvements which are now and which hereafter may be placed in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

(B) All charges levied for utility services to the Common Areas, whether supplied by a private or public firm, including without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

(C) The premiums on any policy or policies of insurance required under Article X hereof, together with the costs of such other policies of insurance, as the Board, with the consent of a majority of the Owners shall determine to be in the best interest of the Association.



(D) The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of officers, directors, trustees, agents and employees of the Association and all other persons who operate or are responsible for operating the Association.

(E) All expenses necessarily incurred in maintaining, preserving, repairing and replacing Common Areas, facilities and the lakes and wetland areas surrounding the same.

(F) All sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas.

(G) The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services to collect sums owned by a particular Owner. In addition, the Association may retain a managing company or contractors to assist in the operation of COUNTRY MEADOWS, and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be a part of the Association's Expense.

(H) The costs of the Association to indemnify and save harmless from and against any and all claims, suits, actions, damages and/or damage to Property in or about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities occurring in and about such claims, the investigation hereof, or the defense at any level of any action or proceeding brought which may enter therein. Included in the foregoing provisions for indemnification are any expenses the Association may be compelled to incur and bring suit for the purposes of enforcing rights thereunder or for the purpose of compelling specific enforcement of the provisions, conditions, covenants and restrictions contained in the Declaration to be kept and performed by the Association and/or the Owners, including the payment of Association Expenses. Further, the cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay any Association Expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be reallocated amongst the Owners other than the Institutional Mortgagees.



(I) Any special assessments that may be levied to defray extraordinary items of Association Expenses other than those contemplated to be paid by Capital Contributions and all other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association and which are not inconsistent with this Declaration, the Articles of Incorporation or the Bylaws, copy of which is attached hereto Exhibit "D" and made a part hereof.

## ARTICLE VII

### DETERMINATION OF ASSESSMENTS

Section 1. All Owners in COUNTRY MEADOWS, and the Association hereby agree that the Association Expenses shall be paid by the Association out of funds assessed to, collected from and paid by all Owners, in accordance with the schedule attached hereto as Exhibit "E" and made a part hereof, provided. Each individual Owner or its successors or assigns shall be required to pay Association Expenses.

Section 2. The Board of Directors of the Association shall prepare an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Association Expenses for the next succeeding year. Upon completion of the budget, the Board shall allocate an equal share of the Association Expenses to each Owner in accordance with and Exhibit "E". For purposes of determining an equal share of Association Expenses, the number of Lots in COUNTRY MEADOWS, shall include only those Lots which have been conveyed to purchasers.

Section 3. Adjustments shall be made in assessments as may be required from time to time to allow for any changes in the amount of Association Expenses.

Section 4. Assessments shall be payable by Owners to the Association semi-annually in advance, on the first (1st) days of January and July, or at such other times which shall not be less frequently as may be determined by the Board.



ARTICLE VIII

LIENS FOR ASSESSMENTS

Section 1. All assessments for Association Expenses, including special assessments for same, and all installments thereof (collectively, the "assessments"), with interest thereon and costs of collection, including reasonable attorney's fees at trial level, appellate level or otherwise, are hereby declared to be a charge and a continuing lien upon the Lot against which such assessments are made. Each assessment against a Lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the Lot assessed. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Sarasota County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien. When any first mortgagee obtains title to a Lot as a result of a foreclosure of a mortgage or a deed (or assignment) is given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable, for the share of assessments pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments and recorded prior to the recordation of a mortgage. Such unpaid share of assessments for which a Claim of Lien has not been recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessments collectable from all other Lots, as the necessity may arise in the discretion of the Board. The lien of any assessment shall be subordinate to the lien of any first mortgage and mortgagees shall not be required to collect assessments.

Section 2. In the event any Owner shall fail to pay assessments or any installment thereof charged to his Lot within fifteen (15) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

(A) To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.



(B) To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which might have been reasonably incurred because of/or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

(C) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

(D) To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

Section 3. The Association shall notify, in writing, the holder of a first mortgage encumbering a Lot of any default in the payment of any assessments against said Lot where said default shall continue for a period of thirty (30) days after the date upon which it was due and payable; provided, however, notice of such default need only be given where the holder of a first mortgage has notified the Association, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

## ARTICLE IX

### INSURANCE

Section 1. FIRE AND CASUALTY: The Association shall obtain and maintain a policy to insure all buildings and other improvements, including personal property in the Common Areas, against loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

Section 2. LIABILITY: The Association shall obtain and maintain Public Liability Insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsements to cover liabilities of the Owners as a group to an individual Owner. Such insurance shall insure the Association and its members for liability resulting from use of any Common Area. All such policies shall name the Association as their respective interest may appear, as the insured under such policy or policies.



Section 3. FIDELITY BONDS: The Association shall obtain Fidelity Bonds covering officers, directors, employees and other persons who handle or are responsible for handling Association funds. Such bonds shall be in an amount equal to at least one hundred fifty percent (150%) of three (3) months operating expenses, and the amount in reserve as of the end of each fiscal year of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 4. DIRECTOR'S LIABILITY: The Association shall obtain and maintain Director's Liability Insurance in such amounts as may from time to time be deemed to be appropriate by the Directors of the Association.

Section 5. WORKMEN'S COMPENSATION: The Association shall carry such Workmen's Compensation insurance as may be required by law and any other insurance as the Board of Directors may determine to be desirable from time to time.

Section 6. GENERAL PROVISIONS:

(A) All insurance shall be issued by a company authorized to do business in the State of Florida.

(B) Insurance policies shall be available for inspection by Lot Owners or their authorized representatives at reasonable times by submitting a written request to the Board President.

ARTICLE X

RECONSTRUCTION AND REPAIR AFTER CASUALTY

Section 1. If any part of the Common Areas is damaged by casualty, such damage shall be reconstructed or repaired, unless the Association determines that such reconstruction or repair should not occur due to some equitable consideration. It is the intent of this provision that the overall plan of quality of COUNTRY MEADOWS be maintained by requiring damaged Property to be rebuilt or repaired and that unsightly and dangerous conditions be remedied as soon as practicable.

Section 2. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such Property as originally constructed, or if none, then according to plans and specifications approved by the Board.

Section 3. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during that work or upon completion of the work, the funds available for payment of the costs are insufficient, assessments shall be made by the Association against all Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for an Association Expense.



ARTICLE XI  
ENFORCEMENT

Section 1. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Association or any individual, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party.

ARTICLE XII  
AMENDMENTS

Section 1. This Declaration may be amended only by consent aforementioned consent of two-thirds (2/3rds) of all Owners.

Section 2. Not withstanding the foregoing, no amendment shall be effective which shall, in a material fashion impair or prejudice the rights or priorities of any Owner, or any Institutional Mortgagee under this Declaration without the specific written approval of the Owner, or Institutional Mortgagee affected thereby.

Section 3. The Board may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners provided that such amendment does not materially, adversely affect an Owner's property rights. Any such amendment shall be signed by the Board, solely and a copy of the amendment shall be furnished to each Owner, and all Institutional Mortgagees as soon after recording thereof in the Public Records of Sarasota County, Florida, as is practicable. An amendment to the Declaration shall become effective upon the recordation amongst the Public Records of Sarasota County, Florida.

Section 4. No provision should be revised or amended by reference to its title or number only. Proposals to amend existing provisions should contain the full text of the provision to be amended; new words should be inserted in the text and underlined, and words to be deleted should be lined through with hyphens.

However, if the proposed change is so extensive that this procedure would hinder, rather than help, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted. Instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration/bylaws. See provision \_\_\_\_\_ for present text."



ARTICLE XIII  
SALE, MORTGAGE, ANNEXATION

Section 1. SALE, MORTGAGE: The Common Areas may not be sold, transferred or conveyed nor may the same be mortgaged or otherwise encumbered without the consent of at least two-thirds (2/3rds) of the Owners.

ARTICLE XIV  
ARCHITECTURAL REVIEW

Inasmuch as COUNTRY MEADOWS is intended to be a development of a variety of different and distinct types of residential dwellings, and it is desirable that the residences be constructed in a manner which is aesthetically pleasing and compatible as well as architecturally sound, it is necessary for the protection of the Owners to establish a method and procedure to assure that the architectural character of the dwellings shall be continued. Architectural review shall be applicable as specified herein.

Section 1. ARCHITECTURAL REVIEW COMMITTEE: For purposes of carrying out the architectural review process, there is hereby established an Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) nor more than five (5) members, and shall initially consist of three (3) persons. Each member of the Architectural Review Committee shall be appointed by the Board of Directors of the Association. Members of the Architectural Review Committee shall serve for terms established by the Board of Directors.

No more than one member of the Board of Directors may serve at any one time on the Architectural Review Committee. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the Architectural Review Committee shall be as determined from time to time by the Board of Directors.

Section 2. ARCHITECTURAL STANDARDS: The Architectural Review Committee may, from time to time, adopt and promulgate architectural standards for COUNTRY MEADOWS. The architectural standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Property. All architectural standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, construction techniques, rules and regulations of governmental authorities and the laws of Florida.



Section 3. WHEN REVIEW REQUIRED: Architectural review shall be required in the following circumstances:

(A) New Construction: Prior to commencement of construction of a new residence or other new improvements, and

(B) Maintenance: Whenever any Owner proposes to maintain or repair the improvements on a Lot in any manner that will result in the application or use of materials of a significantly different type, shape, color or quality than those originally used on the structure and the improvements thereon.

(C) Reconstruction: Whenever the improvements to a residence have been substantially damaged or destroyed in whole or in part, by casualty or otherwise, and reconstruction plans and specifications are proposed.

(D) Exterior Change: Whenever an Owner desires to paint or stain the exterior of the permitted improvements.

Section 4. PROCEDURE: When the Architectural Review Committee has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the Owner may comply with such standards without further approval. In all other situations, the Owner shall submit to the Architectural Review Committee a written application setting forth plans, colors, materials and other specifications for the activity for which architectural review is required. The Architectural Review Committee may request additional and supplementary information. The Architectural Review Committee shall, within fifteen (15) days after receipt of such application and additional information, either approve or disapprove, or approve in part and disapprove in part, the application. Failure of the Committee to respond within said fifteen (15) day period, shall be deemed to constitute approval of the plans submitted. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

Section 5. APPEAL: Any Owner aggrieved by a decision of the Architectural Review Committee may appeal that decision in whole or in part, to the Board of Directors of the Association. Such appeal shall be initiated by filing a Notice of Appeal in writing with the Board of Directors specifying the portions of the decision appealed. Such Notice shall be filed not later than ten (10) days after the date on which the decision of the Architectural Review Committee is made. Upon receipt of such appeal, the Board



of Directors shall schedule a hearing on such matter within thirty (30) days, at which it may affirm, reverse or modify the decision of the Architectural Review Committee. Failure of the Board to act within such thirty (30) day period shall be deemed a decision in affirmation of the decision of the Architectural Review Committee. For the purposes of this provision, an aggrieved party may be the Owner applicant or any three (3) or more of other Owners. The decision of the Board of Directors shall be final.

Section 6. RULES AND REGULATIONS; FEES: The Architectural Review Committee may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for architectural review. In no event shall the maximum fee for any form of review exceed the sum of \$50.00.

#### ARTICLE XV DURATION

Section 1. TERM: This Declaration of Protective Covenants, Conditions and Restrictions shall run with the land and shall be binding on all Owners and all persons claiming under them for a period of ninety-nine (99) years from the date of recording hereof, after which time, the same shall be automatically extended for successive periods of twenty-five (25) years unless an agreement to terminate said covenants in whole or in part signed by two-thirds (2/3rds) of the then Owners of the then existing Lots and Units within the Property, has been recorded in the Public Records of Sarasota County, Florida.

Section 2. DEDICATION UPON TERMINATION: The Association shall not be dissolved, nor shall the Association dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Area without first offering to dedicate the same to the County of Sarasota or other appropriate governmental agency.

Section 3. TERMINATION: If this Declaration is terminated in accordance herewith, it is hereby declared by the Board and each and every Owner by acquiring title to a Lot, covenants and agrees that the termination documents shall require:

(A) That all Lots shall continue to be used as single-family residences.

(B) In the event the dedication specified in Section 2 above is not accepted by Sarasota County upon termination, all Common Areas shall be owned and held in equal shares by the Owners as Tenants in Common.



ARTICLE XVI  
SEVERABILITY

Section 1. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_.

7/11/2011  
10:06:06 AM

11/10/2011 11:5:06

OFFICIAL  
RECORDS