

# **Covenants & Restrictions**

The following Covenants & Restrictions govern properties in Units 3, 4, and 6, and those in Units 1 & 5 that have officially joined the Homeowners' Association

**Glen Oaks Estates Homeowners' Association, Inc.  
1999 AMENDED and RESTATED DECLARATION of  
COVENANTS AND RESTRICTIONS  
of**

**GLEN OAKS COUNTRY CLUB ESTATES, UNITS 3, 4 AND 6**

**AS OF MAY 13, 1999.**

**Recorded in Sarasota County Clerk of Court Records May 20, 1999 Instrument  
No. 1999070014, 30 pages.**

## **Section 1: Subject Land**

**The lands subject to the provisions of this instrument shall be all of the Lots in UNITS 3, 4 and 6 of GLEN OAKS COUNTRY CLUB ESTATES according to the Plats thereof recorded in Plat Book 21 at Page 27, Plat Book 21 at Page 24 and Plat Book 21 at Page 25, respectively, of the Public Records of Sarasota County, Florida, and those lots within Units 1 and 5 which join Association. The Property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this instrument without the necessity of specific reference to it. The absence of any specific conveyance of this Property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any assessments made pursuant to it by asserted non-use of the Common Areas.**

## **Section 2: Definitions**

**(a) "Association" shall mean and refer to the Glen Oaks Estates Homeowners Association, Inc., its successors and assigns.**

**(b) "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions, and such amendments and additions thereto as may hereafter be brought within the jurisdiction of the Association.**

**(c) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common areas.**

**(d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.**

**(e) "Owner" shall mean and refer to the record title holder, whether one or more persons or entities, of the 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.**

**(f) "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Glen Oaks Country Club Estates, Units 4 and 6, as so recorded in the Public Records of Sarasota County, Florida.**

**(g) "Member" shall mean and refer to those persons entitled to membership as provided in the Bylaws and Articles of Incorporation.**

**(h) "Glen Oaks" shall mean Lots in UNITS 3, 4 and 6 of GLEN OAKS COUNTRY CLUB ESTATES and lots within Units 1 and 5 which join Association.**

### **Section 3: Homeowners' Association**

**3.1: Membership in the Association. Every owner shall be a member of the GLEN OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation, hereinafter referred to as the "Association".**

**3.2: Duties of the Association. The Association has been organized to operate, maintain, manage and improve the Common Areas of Glen Oaks and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in its articles of incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided in this instrument.**

**3.3: Annual Maintenance Assessment. The annual maintenance assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:**

- (a) Annual and special assessments must be fixed at a uniform rate for all lots.**
- (b) Each Owner shall be advised in writing, delivered to his/her address as recorded in the records of the Association on or before December 15 of each year, of:**
  - (1) The Association's annual budget.**
  - (2) The dollar amount of the payment due and payable by the Owner for the particular year.**

- (3) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior years' budget.

**3.4: Assessment and Budget.** Prior to the month of November of each subsequent year, the Association shall establish a budget and levy an assessment against individual parcels subject to the annual maintenance assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

- (a) To pay ad valorem taxes, if any, assessed against the Common Areas.
- (b) To pay any other taxes assessed against or payable by the Association.
- (c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas including, without limitation, lakes, canals, lighting, landscaping, security services, horticultural improvements, irrigation, drainage, and aquatic plant control. This shall include maintenance and re-certification requirements concerning surface water and storm water maintenance and management within the common areas.
- (d) To pay all utility charges incurred in connection with the operation of the Common Areas or the performance of the Association's obligations under this instrument.
- (e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.
- (f) To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.
- (g) To provide a reasonable operating fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.
- (h) To pay operating expenses of the Association including reimbursement of actual expenses properly incurred by officers and directors.
- (i) To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.
- (j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of the Association.

The initial annual per lot assessment shall be \$50.00. If the per lot assessment for any calendar years exceeds 115% of such assessment for the preceding year, a special meeting of the members shall be held upon written application of 10% of the members. Not less than 10 days written notice shall be given to each member, but the meeting shall be held within 30 days of delivery of such application to the Association. At the special meeting, members may consider and enact a revision of the assessment or recall any and all officers and/or

**directors of the Association and elect their successors. In either case, unless the Bylaws shall require a larger vote, the revision of the assessment or recall of any or all officers of the Association shall require a vote of not less than a majority of the whole number of votes of all members.**

**3.5: Collection of Annual Maintenance Assessments and Special Assessments. The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:**

- **(a) The annual maintenance assessment shall be paid in advance by each Owner on or before January 1 of each year at the offices of the Association in Sarasota, Florida, or at such other place as may be designated by the Association. The assessment shall become delinquent if not paid by April 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.**
- **(b) The Association may, from time to time, levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to it. However, any special assessment shall first be approved by the Board of Directors and assented to by Owners having at least 51% of the voting rights in the Association. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment.**
- **(c) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid within thirty (30) days after the due date, the Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment any interest, all costs and attorneys' fees incurred in collecting the assessment.**
- **(d) Upon request of any Owner or mortgagee, the Association shall furnish a certificate in recordable form signed by an appropriate officer showing the amount of unpaid assessments, if any, against any individual parcel of property, the year or years for which any unpaid amounts were assessed any levied, and any interest or other charges. The information stated in the certificate shall be binding in all circumstances on the Association.**

**3.6: Lien for Annual Maintenance Assessment and Special Assessments. The following provisions are made to establish an alternate or cumulative means to enforce collection of annual maintenance assessments and any special assessments:**

- **(a) All land is subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these lands, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each purchaser and future Owners of any individual parcel of the Property subject to these assessments, by acceptance of a deed to the parcel, shall be deemed to have agreed to pay the assessments to the Association. Also, any future Owner of any individual parcel of the Property acquiring title by devise, intestate or other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection cost, as provided in this instrument, shall be a continuing lien on the land subject to the assessments and all improvements of such land until the lien is satisfied and released.**
- **(b) If the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County, Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Sarasota County, Florida.**
- **(c) The lien for any assessment levied against an individual parcel shall be subordinate and inferior only to ad valorem or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d).**
- **(d) The lien for any assessment shall be subordinate to all bona fide mortgages other than purchase money mortgages given by a buyer to an Owner- Seller of a parcel which are placed upon any parcel subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the property pursuant to a final judgment of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.**
- **(e) The Association may enforce the assessment lien by a foreclosure action in the same manner as a mortgage or in any other manner permitted by the laws of the State of Florida. If the Association commences an action to foreclose the lien, it shall be entitled to recover all costs, expenses and attorneys' fees incurred in preparation for and in bringing the action, and all cost, expenses and attorneys' fees shall be secured by the lien.**
- **(f) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall relieve an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting the assessment.**

### **3.7: Reserves.**

**The Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them. The Association may also set aside in reserve a portion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.**

### **3.8: Lands Subject to Assessment.**

**All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument.**

### **3.9: Indemnification.**

**The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as amended, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition or such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified disinterested directors, officers or otherwise, both as to action in his/her official capacity and as to action in another person who has ceased to be a director, officer, committee member, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification and shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.**

### **3.10: Transfer Fees.**

**The Association may charge an application fee not to exceed \$50.00 in connection with a transfer or sale of a lot or parcel in Glen Oaks which fee shall be the obligation of both the Transferor and Transferee jointly and severally or in connection with any approval required by the Association. The Association shall have the lien rights given for the collection of assessments if the owner, transferor or transferee fails to pay such fee on demand.**

## **Section 4: Land Use**

**No lot or parcel of land subject to these covenants shall be used for any purpose**

**other than solely and exclusively for a single family residential dwelling.**

### **Section 5: Common Areas**

**The Common Areas shall include all of the property not within a lot or public right-of-way, now or later specifically set aside or deeded to the Association by the Developer for the common use and enjoyment of all owners in Glen Oaks. The Common Areas may include sidewalks and walkways, parks, nature preserves and common open space, and any other areas set aside for the benefit of all owners of Glen Oaks.**

**The Association shall maintain, at its expense, all portions of the Common Areas. Every owner shall have the nonexclusive right to use those portions of the Common Areas in accordance with the following provisions:**

- (a) Owners and their respective tenants, guests, invitees and licensees, and the holders of liens on the property, shall have a nonexclusive, perpetual right of ingress and egress over and across all roads, sidewalks and walkways in Glen Oaks. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services, United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies.**
- (b) Subject to any rules and regulations adopted by the Association portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of lot owners.**
- (c) No part of the Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by Association or their representatives. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect drainage of the Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Association, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by Association.**

### **Section 6: Size of Lot or Parcel**

**No dwelling shall be constructed on a plot having an area of less than 9,350 square feet, and such plot shall not be less than 85 feet in width at the front building setback line, except that, as pertains to Units 3, 4 and 6, the plot need**

only have an area of 9,000 square feet.

No lot or parcel, covered by these restrictions, shall at any time hereafter be subdivided or sold, except as a whole.

### **Section 7: Lot Grading**

Floor level shall be set sufficiently above street grade to provide proper drainage of the respective lots and parcels and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. All grading shall be planned and maintained to prevent standing water. All proposed plans for grading or filling of lots or parcels shall first be submitted to the Association and approved by the Association in writing in the manner provided for approval of building plans set forth below.

### **Section 8: Setback Requirements & Easements**

For purposes of this paragraph, unless expressly provided for herein, all structures attached to or appurtenant to or forming a part of the single family dwelling built upon a lot or parcel shall be considered part of the "dwelling". Nothing in these restrictions shall be construed to require all dwellings to be parallel to the defined setback lines. Except as otherwise provided, all measurements shall be to the nearest part of a vertical plane contiguous to the most exterior projection of the dwelling.

#### **8.1: Front Setback Lines**

No part of any dwelling shall be located nearer than 30 feet from any point on the front lot line of any lot. The front of all dwellings must face the street, except that owners of corner lots at an intersection of two or more streets may elect to build facing either street or to be angled to the intersection of said streets. In the case of a corner lot, the front setback shall be a minimum of 30 feet, but the side setback must be a minimum of 25 feet from the intersecting street. Special provisions shall apply to certain lots as explained below:

The lots for which the special provisions apply are all of those lots lying on a curve, whose side lot lines are not mutually parallel. In the case of each of the non-rectangular lots falling in this category, the minimum front setback line shall be established by measuring back from the front lot line a distance of 30 feet along each side lot line to a point. A straight line between the two points thus established shall be the minimum front setback line. No dwelling shall be erected or maintained nearer to the street than said minimum front setback line, nor further from the street than 10 feet behind said minimum front setback



line.

#### **8.2: Rear Setback Lines**

**No part of any dwelling shall be located closer than 15 feet from any point on the rear lot line of any lot.**

#### **8.3: Side Setback Lines**

**No single story dwelling shall be located closer than 10 feet from any point on the side lot line of any lot. No split level dwelling or two story dwelling shall be located closer than 13 feet from any point on the side lot line. In the case of dwellings located on corner lots, no part of any such dwelling shall be located closer than 25 feet from the intersecting street.**

#### **8.4: Eaves**

**Eaves on dwellings shall not be considered as encroaching on front, rear or back setback lines to the extent that they extend no more than 3 feet from the main body of the dwelling.**

#### **8.5: Easements**

**There is reserved a utility easement around the perimeter of the property lines of each lot and parcel in the subdivision, such easement having a width of five (5) feet measured at right angles to and within the property lines of each such lot or parcel. Each such easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public utilities as Public Utility Companies deem necessary for servicing of the Subdivision and lots and parcels 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 public utility at the expense of such owner. Where a dwelling house 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 lot line lying within said parcel.**

### **Section 9: Dwelling Requirements**

**All dwellings constructed, altered, permitted to remain or to be occupied on any lot or parcel shall conform to the following requirements in addition to all of the provisions of these covenants and restrictions, to wit:**

**9.1: Only one single family dwelling shall be permitted on any lot or parcel.**

**9.2: Single family dwellings shall not exceed two stories in height.**

**9.3: A dwelling shall include a private garage or carport for not more than two cars, or less than one car, in which a garage or carport shall be attached or made a part of the dwelling house.**

**9.4: Any structures which are necessary to the dwelling, such as garages, porches, service or utility rooms, guest rooms, servants' quarters, and the like shall be attached to and an integral part of the dwelling building and shall also conform with all requirements herein. No separate or detached structures of any type shall be permitted on any lot or parcel except as noted in Section 11.**

**9.5: All one story dwellings shall have a ground floor area, exclusive of the area of any garage, porch, utility room, storage area or patio of no less than 1,200 square feet. "Garage" as used in this paragraph shall include carports where permitted.**

**9.6: All two story dwellings shall have a ground floor area, exclusive of the area of any garage, porch, utility room, storage area or patio of no less than 800 square feet. The total floor area of such two story dwellings, including the second story, shall be no less than 1,400 square feet. "Garage" as used in this paragraph shall include carports where permitted.**

**9.7: All dwellings shall be constructed of new and durable materials and of external design harmonious with existing structures on comparable locations within the subdivision. All external building walls must be of cement block stuccoed or sprayed with stucco crete, or of wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic, plastic, metal or similar covering shall be used on exterior walls.**

**9.8: All roofs, whether new or replacement shall be of glaze, tile, cement, slate, Bermuda style cement, or high quality shingles unless otherwise approved by Association in writing. In all cases, roofing materials must conform to prevailing building code. In cases where roof pitch requires built-up type roofing according to code, no Association approval shall be required for replacement of same with like material.**

**9.9: All areas of every Lot not occupied by the dwelling house, cages, patios or approved driveways, shall be duly landscaped in accordance with other properties in Glen Oaks.**

## **Section 10: Approval of Building Plans**

**No building shall be erected, placed or have its exterior structurally altered until the construction or modification plans and specifications and plot plan therefore have been approved by the Association. One copy of the drawings and specifications of each exterior improvement or alteration shall be filed with the Association. Association shall have no more than 30 days to approve or**

**reject the plans, specifications and plot plan. If rejected, the Association shall advise the applicant in writing of the portions or parts thereof that were objectionable to the Association. If acceptable, the Association will issue its permission in writing to proceed with the proposed alteration or modification. Association is only reviewing the construction plans for the purpose of determining the compliance of this Declaration of Covenants and Restrictions and makes no representation of plans complying with local, state and Federal requirements.**

#### **Section 11: Other Structures**

**No temporary structure or other outbuilding, such as a doghouse, tool house, storage house, pump house, garden house or other type of outbuilding shall be erected or maintained on any lot or lots without the prior permission and approval in writing of the Association, except that an unattached tool or garden shed is permitted provided it is not visible to any neighbor on any side and not visible to the public from any street. Otherwise, no such permission shall be granted unless such structure or outbuilding shall be attached to and be a part of the dwelling house on the premises. No trailer, house trailer, tent, shack, garage, barn, playhouse, barracks type structure or any other type of outbuilding other than a dwelling house herein before provided, shall be used, maintained either temporarily or permanently for dwelling purposes, except that necessary construction sheds may be temporarily maintained during construction of a dwelling house, but shall be promptly removed upon completion of such dwelling and not later than six months after original commencement of the construction of such dwelling.**

#### **Section 12: Right of Association to Grant Variances**

**An absolute right is hereby reserved to Association to grant variances from the obligations of Sections nine, ten and eleven, where not granting such variances would create a hardship in the opinion of the Association or where such variances would be in keeping with the spirit and intent of these covenants and restrictions or would be such as not to adversely affect any neighboring owners or the subdivision as a whole. Such variances, if granted, shall be granted upon application of the owner in writing setting forth in detail the variance required and the reasons therefor and any such variance, if granted, shall be granted by Association in writing and shall be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida.**

**The approval of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matter whatever subsequently or additionally submitted for approval or consent.**

**No review or approval by the Association shall imply or be deemed to constitute an opinion by the Association, nor impose upon the Association, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the Association is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other Person or purpose, and no Person other than the Association shall have any right to rely thereon, and any review or approval by the Association will create no liability whatsoever of the Association to any other Person or party whatsoever.**

### **Section 13: Lawns and Landscaping**

**All front yard areas shall be grassed except for permitted drives, parking areas and landscaped areas. All driveways and parking areas so permitted shall be constructed of reinforced concrete, a minimum of 4 inches in thickness, with trowel, broom finish. No gravel or blacktop, shell or paved parking strips are to be allowed, except as provided on the plot plan and approved by the Association. The front lawn of each residence shall extend to the pavement line. Lawns must be kept properly cut and neatly edged at the curb and where lawn contacts paved areas in a manner that prevents growth of grass over curbing at front of lot or any paved area. Water wells for the purpose of irrigating the landscape are permitted provided there is no pump equipment or structure visible to any neighbor or the public.**

### **Section 14: Walls, Hedges and Fences**

**No fence, wall, hedge or other enclosure or divider of any kind shall be constructed, permitted or maintained which is located between the street and front setback lines of any lot or parcel, nor shall any of the same be so constructed, maintained or permitted between the side line setback and the side lot lines of over 6 feet in height, or between the rear lot line and rear setback line of over 6 feet in height. For purposes of this paragraph, corner lots shall be considered as having two side lines and two front lot lines. In no event shall such wall, fence, hedge or other enclosure or divider be permitted between the rear of a dwelling house and the water in those instances where the rear lot line borders a body of water. In measuring the heights of a fence, wall, hedge or other divider the point from the average grade of the lot to the horizontal plane of the highest point of such fence, hedge, wall or other structure shall govern. The foregoing restrictions do not apply to completely enclosed areas attached to the dwelling house. In no event shall any such wall exceed the height of the wall of the dwelling where such is attached.**

**Where, under these restrictions, walls, hedges, fences or other dividers are**

permitted, the same must be decorative in appearance and approved in advance in writing by the Association. New or replacement fences must be of decorative wood or approved wood substitute and all post or other structure used to construct said fence must be on the inside of the fence. Only existing chain link fences may be replaced with chain link.

## **Section 15: Unsightly Objects and Conditions**

**15.1: Driveway usage.** Driveways may be used solely for the purpose of parking passenger vehicles lawfully licensed and registered to owner or owner's tenants or guests thereof. Owner or owner's tenants may perform minor maintenance tasks on such vehicles, provided that in the event the vehicle must be raised on blocks or lifts or jacks it may not remain so for more than two days.

Vehicles may be parked only on paved driveways and not on grass or landscaped areas.

**15.2: Vehicles.** The only vehicles permitted to be in view of neighbors or public are passenger automobiles, passenger use vans, noncommercial pickup truck type vehicles, and automobiles belonging to the police department of the city, county, or state and emblazoned thereon as police vehicles. No other vehicle shall be parked in a manner to make it visible. Any owner of such a vehicle must keep said vehicle out of view from the street and any other neighbors.

Specifically prohibited are: all water craft of any kind; all aircraft of any kind; all commercial vehicles as defined herein; motorcycles, trailers, campers, recreational vehicles, buses, taxis, limousines, and any and all vehicles except those enumerated above as permitted.

For purposes of this section, a commercial vehicle is defined as one which meets any one of the following tests:

- 15.2.1 vehicle bears a commercial license plate, or
- 15.2.2 vehicle displays any form of advertising, lettering, symbols, signs or other indication that it is for commercial use, or
- 15.2.3 vehicle has a cargo capacity greater than 1,500 pounds (3/4 ton), or
- 15.2.4 vehicle is equipped, outfitted, or ornamented in a manner which indicates it is for trade or business use, such as but not limited to; pipe racks, tanks, pumps, and the like, or
- 15.2.5 vehicle contains visible material or equipment indicating trade or business use, such as but not limited to; wheelbarrows, garden tools, construction tools or supplies, furniture, lumber, plumbing, resale inventory, and the like and such material or equipment is visible from neighboring lots or the street.
- 15.2.6 Specific Exemption: Specific exemption is granted as follows:

- (a) A recreational vehicle, such as a motor home, may be parked on a paved driveway for the sole purpose of loading and unloading pursuant to commencing or returning from travel and said vehicle may be visible for not more than one day;
- (b) A commercial vehicle used for delivery of goods or services and neither belonging to nor operated by any occupant of the dwelling, relation of any occupant, or guest of any occupant, may be visible during period the service is being performed. Examples for clarification: a roofing company truck while re-roofing the dwelling; a pool service truck while servicing a pool; a pest control vehicle while providing pest control service; a plumbing service truck while providing plumbing services; a furniture van while delivering or removing furniture; and the like.
- (c) A vehicle for hire such as a taxi, limousine or other vehicle may be visible during the time required to load or unload passengers.
- (d) All emergency vehicles such as ambulances, fire trucks, and the like may be on the property and visible during the period such emergency exists.

**15.3: Derelict Vehicles.** No derelict or junk vehicles are permitted within view of the street or any neighbor.

**15.4: Other Unsightly Objects.** The essence of this section is visibility to neighbors or the public.

- **15.4.1** All refuse and trash containers, outside clotheslines, oil or bottled gas tanks, water softening equipment and other similar items must be underground or hidden from view of all neighborhood lots or parcels by a wall, fence or hedge installed in compliance with the provisions relating to same set forth in Section 14. The owners of all lots and parcels shall provide sanitary disposal for all garbage and rubbish. Such disposal shall be fully enclosed and covered. No other equipment, devices, containers or other object not an integral part of the dwelling or landscaping may be visible to neighbors or the public. A specific exemption is made allowing one basketball backboard and hoop to be visible provided it is properly maintained. If it is not properly maintained it can be declared an unsightly object by the Association, at which time the Association may require that it be removed.
- **15.4.2** No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any lot or parcel. The same shall be kept mowed and cleared of debris and excessive and unsightly vegetation by the owner thereof. Failure to so maintain lawns and landscaping shall be deemed to impair the value of neighboring lots and parcels and be hazardous to the health and welfare of the neighborhood. In the event that the owner of any lot or parcel shall fail or refuse, upon demand by Association, to keep the premises free from such weeds, underbrush or

refuse, Association may enter upon said lot or parcel and remove such weeds, underbrush or refuse and charge the owner the cost of such service. Such entry shall be deemed to be permitted and not be deemed a trespass. The charge for the cost of such removal shall become a lien upon the property and bear interest at the legal rate until fully paid and shall be subject to foreclosure in the event the same is not paid upon demand. Absolutely no burning of trash, refuse or garbage shall be permitted on any lot or parcel.

- 15.4.3 If a lawn is not reasonably established within a period of time not to exceed ninety (90) days, from the signing of these covenants, an incomplete, unestablished lawn shall be deemed an unsightly object and the Association may enter upon said lot or lots and plant or sod said lot or lots and charge the owner thereof for such services and such entry on the part of the Association shall not be deemed a trespass.
- 15.4.4 All landscaping waste such as branches, palm fronds, grass clippings, cut plant material and the like, whether loose or in bags or other containers, must be removed from view immediately upon production of same or placed neatly at the curb for collection.
- 15.4.5 Roofs must be maintained in good appearance by cleaning as needed to remove stains, mold, mildew, or other unsightly discoloration.
- 15.4.6 Exterior paint or other finish on dwellings must be maintained in near new condition. Dwellings may be repainted in the existing color or in a color currently used in the subdivision except that no primary, bright, or strong colors may be used without approval in writing of the Association. All painted exterior walls shall be of the same color throughout except that lanais may be of a different color. Trim may be of a different color throughout but harmonious with wall colors.
- 15.4.7 No visible exterior murals or mural like artworks are permitted on dwellings, walls, fences, or in the landscape.
- 15.4.8 Fences must be repaired as needed to maintain them in like new condition, or removed entirely. Fences are not required to be painted but if painted or stained, a fence shall be of one color throughout except that portion which is visible to other lots or the street cannot be of primary bright or strong color, without approval in writing of the Association.
- 15.4.9 The Association shall have the power to declare an eyesore or unsightly object or condition not otherwise enumerated herein.

## **Section 16: Unlawful Use of Property**

**No unlawful, improper or immoral use shall be made of any of the premises herein described.**

## **Section 17: Trade or Business Prohibited**

**There shall be no visible appearance of trade, business, occupation or profession in any form including: signs, or traffic by customers, clients, vendors,**

**suppliers, consultants, contractors, employees, nor any other indication of nonresidential activity, nor any form of congregate living facility, day care, or other group usage whether or not for profit.**

**The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefor. Notwithstanding the above, the leasing of a house shall not be considered a trade or business within the meaning of this Section.**

#### **Section 18: Nuisances**

**No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. General disturbances, including nonessential sounds of any kind, which disturb neighbors, are not permitted.**

#### **Section 19: Antennae**

**There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house or lot, nor shall any such antennae be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling house except such satellite receiving dishes the U.S. Government requires be permitted for receiving DSS, MMDS, and TVBS signals, and such dishes shall not exceed 39 inches diameter and shall be placed at the rear of the dwelling hidden from view as well as possible.**

#### **Section 20: Animals**

**For purposes of this section, "animal" shall be defined as birds, reptiles, fish, and all living things other than vegetation and human beings.**

**No animals, livestock or poultry of any kind shall be kept, bred or raised on any lot or parcel, except that dogs and cats, as well as any small domestic pets which are kept indoors at all times, may be kept, maintained or bred, for other than commercial purposes, as long as they do not become a nuisance to other residents of the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Vicious or threatening behavior of free running animals shall be considered a nuisance. Dogs which are outdoors beyond their owner's fenced area must be leashed. Dog owners, when walking their pets, must carry appropriate container and tools so as to remove excrement immediately after**



deposited on any lawn, street, or common area. No non-human creature of any kind may be kept on any lot if same is an annoyance to neighbors by virtue of noise or other behaviors.

### **Section 21: Signs**

Only signs described as follows shall be displayed to the public view on any lot or parcel: (a) One professional sign of not more than 4 square feet advertising the property for sale or rent. Such for sale or rent signs so permitted shall not be deemed in any way to permit model home signs unless with the express permission of the Association; (b) One discreetly placed sign of not more than one square foot identifying the property as protected by an alarm and/or security service; (c) Political advocacy signs beginning not sooner than 20 days before an election; must be removed the day after the election; (d) Signs promoting a yard or garage sale during the sale period but not more than three consecutive days; (e) Temporary, one day, small sign notifying the public that a pesticide has been applied to lawn; (f) Building permits and other notices required by law; (g) small address and name of resident signs; and (h) Welcome mats or small plaques unobtrusively placed. In addition, the Association may place in the entranceway islands signs giving notice of meetings and Association approved events. Signs announcing work being performed by tradesman or contractors are not permitted for any length of time.

### **Section 22: Enforcement and Remedies**

The Association shall be empowered to enter upon a lot in question to effect compliance. In the case of non-compliance with any of the provisions herein contained, the Association may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such provisions in order to prevent him or her from so doing and/or to recover damages, attorney's fees and costs, or other dues for such violation.

### **Section 23: Covenants and Restrictions Run with the Land**

This agreement constitutes a mutual covenant running with the land, and all successive future owners shall have the same rights to invoke and enforce its provisions as the original signers hereof.

Any deed, lease, conveyance or contract made in violation of these restrictive covenants shall be void and may be set aside on petition of one or more of the parties hereto or the Association and all successors in interest, heirs, executors, administrators or assigns shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and expenses of such proceedings shall be taxed against the offending party or parties, and shall be

**declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.**

#### **Section 24: Amendments**

**Provisions of this agreement may be amended by written consent of the owners of record of not less than fifty-one (51%) percent of the members of the Association.**

#### **Section 25: Invalidation**

**Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.**

#### **Section 26: Deeds and Contracts to Include Reference**

**All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a lot or parcel in the subdivision shall specifically contain a reference to the same being subject to these covenants and restrictions and all occupants of any dwelling situated on any lot shall be responsible for fulfilling the requirements of these covenants and restrictions.**

#### **Section 27: Joining of Association by Lots within Units 1 & 5**

**Association recognizes that it was the intent of the original developer of Glen Oaks that Lots within Units 1 and 5 be allowed and encouraged to join Association, and be governed by the terms of this declaration. Therefore, any Lot within Units 1 & 5 may join Association by recording in the public records of Sarasota County, Florida a consent to adoption of this declaration.**

**(the following document is a scanned copy showing signatures for certification)**

LEVIN AND TANNENBAUM, P.A.  
1680 FRUITVILLE ROAD  
SUITE 102  
SARASOTA, FL. 34238

CERTIFICATE OF AMENDMENT  
TO THE COVENANTS AND RESTRICTIONS  
FOR GLEN OAKS ESTATES UNITS 3, 4 AND 6

The undersigned officers of the Glen Oaks Estates Homeowners' Association, Inc. hereby certify that the following amendments to the Covenants and Restrictions for Glen Oaks Estates Unit 4 and 6 as recorded in O.R. Book 965, Page 1948, and Covenants and Restrictions for Glen Oaks Estates Unit 3, recorded in O.R. Book 968, Page 149; both of the public Records of Sarasota County, Florida, were approved by a majority of the board of directors at a meeting held on May 13, 1999 and by not less than fifty-one (51%) percent of the entire membership of the Association. The undersigned further certify that the amendments were proposed and adopted in accordance with the covenants and restrictions and applicable law.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 13<sup>th</sup> day of May, 1999 at Sarasota County, Florida.

GLEN OAKS ESTATES HOMEOWNERS' ASSOCIATION, INC.

*Diane V. Mastrey*  
Witness signature  
Diane V. Mastrey  
Printed Name

By: *Paul J. Ryder*  
PAUL J. RYDER, VICE-PRESIDENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 1999 by Paul J. Ryder as Vice-President of Glen Oaks Estates Homeowners' Association, Inc. He is personally known to me or has produced Driver License as identification. If no type of identification is indicated, the above named person is personally known to me.

OFFICIAL NOTARY SEAL  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION # 100000014  
MY COMMISSION EXPIRES: OCT 11, 2001  
*Paul Ritt*

*Kelly Lynn Alden*  
Witness signature  
Kelly Lynn Alden  
Print Name

By: *E. Mervyn Altman*  
E. MERVYN ALTMAN, SECRETARY

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 100000014 TO PG 2  
1999 MAY 20 03:52 PM  
LAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FINDER: R0109109



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13 day of May, 1999 by E. Mervyn Altman as Secretary of Glen Oaks Estates Homeowners' Association, Inc. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above named person is personally known to me.

Kelly Lynn Alden  
MY COMMISSION # 00021607 EXPIRES  
January 25, 2000  
REVISED 1991 TROY AND ASSOCIATES, INC.

*Kelly Lynn Alden*  
NOTARY PUBLIC  
My commission expires: