

**DECLARATION OF RESTRICTIONS**  
**FOR**  
**AMBERLEA SUBDIVISION, UNIT I**

THIS DECLARATION is made and executed this 11th day of Feb, 1988 by HOMESITE, INC., a Florida Limited Partnership, hereinafter referred to as "Developer."

W I T N E S S E T H :

WHEREAS, Developer intends to improve, develop and subdivide a tract of land located in Sarasota County, Florida, a description of which is attached hereto as Exhibit A and thereafter to grant, sell and convey subdivided portions of said tract of land for residential purposes: and

WHEREAS, Developer has platted said tract of land into a subdivision and desires to establish protective covenants covering the development, improvement and usage of the lots and common areas contained in this subdivision for the benefit and protection of the subdivision, Developer and the purchasers of lots in the subdivision.

NOW, THEREFORE, Developer does hereby declare that the land hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said land, to wit:

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is owned by Developer and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sarasota County, Florida, and is legally described as follows:

See Exhibit A attached hereto

Said property is sometimes herein referred to as "This Subdivision" or "The Subdivision."

## ARTICLE II

### DEFINITIONS

1. "Association" shall mean and refer to AMBERLEA OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

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

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

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

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

6. "Developer" or "Declarant" shall mean and refer to HOMESITE, INC., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer or Declarant for the purpose of development.

## ARTICLE III

### COMMON AREA PROPERTY

1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members. Any dedication or transfer to a public agency shall be subject to the approval of such agency.

2. Common Areas Described on Plat. The property described as Tracts A through D, streets, roadways, lakes, ponds, drainage easements, and storm water

retention areas on the subdivision plat are common areas and, therefore, shall be maintained by the Association and are not intended as areas for development as residences.

## ARTICLE IV

### REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

In connection with this development, certain land areas, referred to as “Common Areas” may from time to time hereafter be set aside by Developer, assigned or deeded to AMBERLEA OWNERS ASSOCIATION, INC., and will thereupon become available for the common use, enjoyment, and benefit of all property owners in the subdivision. Said common areas may include, by way of illustration and not by way of limitation, streets, roadways, lakes, ponds, paths, walkways, parks, nature preserves and other open areas. These common areas will be designated such either on plats or in other documents which will be recorded from time to time by Developer.

In order to effectuate the orderly development of the subdivision and to establish, protect and preserve the quality of this subdivision, the owners of all lots in this subdivision shall be required to become members of AMBERLEA OWNERS ASSOCIATION, INC.

The purpose of objective of each of said association is as follows:

1. Amberlea Owners Association, Inc. The primary purpose of this association is to own, improve, maintain and manage the common needs of the subdivision in accordance with this Declaration of Restrictions and the Articles of Incorporation and Bylaws of AMBERLEA OWNERS ASSOCIATION, INC.; to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; and to perform such other duties as may be assigned to it under this Declaration of Restrictions and the Articles of Incorporation and Bylaws of AMBERLEA OWNERS ASSOCIATION, INC. Copies of the Articles of Incorporation and Bylaws of AMBERLEA OWNERS ASSOCIATION, INC., are attached hereto as Exhibits B and C, respectively.

2. The Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against property in this subdivision.

## ARTICLE V

### ARCHITECTURAL CONTROL

1. Approval by Developer. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change, or alteration thereof or thereto be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by Developer. In keeping with Developer's intent to assure to each lot owner a neighborhood of quality homes of tasteful design, Developer will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. Developer may, in Developer's sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations, but, in order to assist a lot owner in the development of acceptable plans and specifications, Developer shall state with reasonable particularity Developer's grounds for such disapproval. It is not Developer's intent to impose a uniform appearance or limited architectural style in the subdivision but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all owners in the subdivision.

2. Submission of Plans. Two complete sets of all plans and specifications for any such improvement or structure proposed for any lot in this subdivision shall be submitted to and approved by Developer prior to the commencement of construction or placement of such improvement. A landscaping plan shall include: (a) a landscaping scheme; (b) a listing of the plant stock included in the scheme; and (c) the size of such stock at the time of planting. A site plan shall include a designation of the location, diameter and species of all existing trees and a designation of all trees to be removed. In addition, Developer may require submission of plans for the grading of any lot and plans reflecting the proposed elevation of the floor slab of any structure to be built on such lot. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by Developer, the owner of such lot shall also furnish a drainage plan for his lot. Developer may also require submission of samples of building materials proposed for use on any lot and may require such additional information as reasonably may be necessary for Developer to completely evaluate the proposed structure or improvement.

3. Preliminary Drawings. In order to facilitate the preparation and ultimate approval of construction and landscaping plans, any lot owner may submit preliminary drawings of other writings prior to the preparation and submission of the final working

drawings and specifications, and Developer agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

4. Statement of Approval. If, following its review of the plans and specifications submitted to it, Developer disapproves such plans and specifications, Developer shall advise the lot owner of the portion or items thereof which were found to be objectionable. In the event the lot owner corrects the objectionable portions, he may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of Developer, Developer shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the owner and one set shall be retained by Developer. Should Developer fail to either approve or disapprove the plans and specifications submitted to it by a lot owner within 14 days after their submission, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the other covenants or restrictions herein contained.

5. Approval Fees. Developer may adopt a schedule of reasonable fees for reviewing preliminary drawings or plans and specifications submitted to it for approval. The schedule may provide for additional fees for the review of any resubmitted preliminary drawings or plans and specifications. All such fees shall be payable to Developer, in cash, at the time that the preliminary drawings or plans and specifications are submitted or resubmitted to Developer.

## ARTICLE VI

### BUILDING AND USE RESTRICTIONS

1. Residential Use. The property subject to this Declaration may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings in the subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provision hereof to the contrary, Developer and such contractors as Developer may approve in writing shall have the right from time to time to construct and operate model homes in the subdivision ; in addition, Developer shall have the right from time to time to erect and maintain in the subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities and such other offices, structures, and facilities, including trailers or temporary accessory buildings or structures, as may be appropriate for use by Developer in the development of the subdivision.

2. Water System. All buildings shall be connected to the water system of the franchised utility company servicing the Subdivision, and shall be subject to installation fees, as well as for charges for water consumed. If the connection fee has been prepaid by Developer, it shall be refunded to Developer by the original lot purchaser. No saline or regenerating solution from water softening equipment shall be discharged in any street or right-of-way.

3. Sewerage System. All buildings shall be connected to the sewer system of the franchise utility company servicing the subdivision, as designated by Developer, and shall be subject to connection charges for making connection to the sewer system. If the connection fee has been prepaid by Developer, it shall be refunded to Developer by the original lot owner.

4. Dwellings. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling containing at least 2,400 square feet of enclosed living area (exclusive of open or screen porches, terraces and garages), which dwelling shall not exceed 35 feet in height. Unless approved by Developer in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs and no built up roofs shall be permitted on the main body of any building without the approval of Developer. The composition of all pitched roofs shall be glazed tile, cement tile, slate, Bermuda style cement, 360 pound asphalt, multi-layer architectural composition, or other equal Class "A" fiberglass or wood shingle shall be used for all roofs, or such other material that is approved by Developer. No heat or plumbing vents shall penetrate the roof on the road side of the building without the approval of Developer. With the exception of chimneys, all such vents shall be painted the same color as the roof.

5. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a lot such that any portion of said dwelling, building or structure (including eaves or overhangs) encroaches on any easement denoted on the plat of this subdivision or on any easement reserved unto or granted by Developer under the provisions of this Declaration or such that any portion is closer than:

(a) 25 feet to any portion of the front lot line (street line), provided, however, if the lot fronts on two or more streets, then 20 feet on all side lots adjacent to any street right-of-way line;

(b) 8 feet from any side lot line, except in the following situations:

- (i) 20 feet if the side lot abuts a lake; or
- (ii) 15 feet if a two story structure is constructed;

(c) 10 feet from the rear lot line and 10 feet from the rear lot line, when the rear lot line abuts a lake, pond or other body of water.

Notwithstanding the above, no building shall be erected on a corner lot so that the setback from the front lot line on which the building faces is less than 25 feet or so that the setback from the side abutting a street is less than 20 feet. Notwithstanding any of the above, terraces, patio, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements, (2) in the opinion of Developer, does not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, and (3) is otherwise approved by Developer.

6. Garages Required. No dwelling shall be constructed on any lot without provision for an enclosed garage adequate to house at least two large sized American automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

7. Antenna and Other Communication Systems. Except as may be otherwise approved by Developer in writing, no aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building in the subdivision, nor shall any aerial or antenna placed within a building extend or protrude beyond the exterior of such building. In addition, no communications systems, including but not limited to satellite dishes, shall be permitted on the lot or affixed in any manner to the exterior of any improvement in the subdivision, without the prior written approval of Developer.

8. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

9. Screening of Air Conditioner Compressors, Garbage Containers on Clothes Drying Area. All equipment servicing a residence shall be located within a totally enclosed or screened area. All garbage or trash containers must be located within totally enclosed or screened areas. No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. No window or wall air conditioning units shall be permitted on any lot without the written approval of Developer. Air compressors and fans located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof.

10. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least 16 feet in width at the entrance to the garage

and a minimum of four inches of thickness, with towel and broom finish or such other finish as the Developer may approve. All driveways must be constructed with concrete, unless prior approval for other materials is obtained from Developer. No portion of a driveway shall be located within five feet of the side line of any lot without the prior written consent of Developer.

11. Games and Accessory Structures. All basketball backboards and any other fixed game and play structures shall be located at the rear of the dwelling. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of Developer.

12. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Developer.

13. Hedges and Walls. When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling house, a wall, hedge, fence or other enclosure of any kind, not to exceed 6 feet in height, may be constructed, grown or maintained, which is located within the front, side and rear building set-back lines of such lot. This restriction does not apply to completely enclosed screened areas attached to the dwelling house; provided, however, that no chain link fences shall be allowed to be built or maintained on any lot and are hereby specifically prohibited.

No wall, hedge, fence or other enclosure of any kind shall be constructed, grown, or maintained which is over the height of 4 feet where such wall, hedge, fence or other enclosure is located along the side lot line between the front set-back line and the back lot line of such lot.

No wall or hedge on lots fronting on lakes or waterways shall be erected along the rear of such lot; any wall or hedge along the side of such lots may not extend beyond the rear set-back line.

14. Lawns and Sidewalks. Within 30 days of the issuance of a certificate of occupancy for the residence on a lot, the lot owner shall have installed and completed all landscaping and lawn sodding in accordance with the approved landscaping plan. All lawns; shall be equipped with adequate buried lawn sprinkling systems. All lawns in front of each residence shall extend to the pavement line. Developer reserves the right to require certain lot owners to install sidewalks pursuant to a master sidewalk plan for the entire subdivision. For those lots with sidewalks, the lot owner shall sod the area between the sidewalk and the street pavement. On all lots adjacent to Lake, the sodded lawn shall extend to the water line of the Lake. No gravel or blacktop is allowed nor paved parking strips except as shown on the plot plan approved by Developer. Each lot owner is responsible for the repair and maintenance of the sidewalk immediately adjacent to their lot, pursuant to local government regulations and

standards. In the event a lot owner fails to repair and maintain the sidewalk adjacent to the lot, the Association shall have the right to make such repairs it deems necessary and add the cost of such repairs to the responsible lot owners next maintenance assessment. The Association shall give any affected lot owner 15 days notice before beginning any necessary sidewalk repair or maintenance.

15. Trees. No trees, the trunk of which exceeds four inches in diameter at four feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of Developer. Any trees that are removed in accordance with this provision shall require a tree permit from the County of Sarasota, if applicable.

16. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by Developer.

17. Vehicles. No vehicle shall be regularly parked in the subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial vans, motorcycles and other recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the subdivision except while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any lot except within an enclosed garage.

18. Roadways. Except as Developer may otherwise approve in writing, and except as may be otherwise denoted herein or on the plat of the subdivision, no lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway or other thoroughfare, whether public or private.

19. Sidewalks. As described on the plat of the subdivision, there is a proposed sidewalk which will be located adjacent to the roadway over the following lots:

1 -10; 36 - 45; 53 - 68; 72 and 73

Each lot owner where the sidewalk is to be located shall be responsible for constructing and paying all costs of completing the sidewalk improvements over their lot subsequent to completion of the residence on the lot. The sidewalk shall be completed in accordance with the plans and specifications provided by Developer.

20. Signs. No sign of any kind shall be displayed to public view on any lot except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding 24" x 24" utilized in connection with the sale of a lot may be displayed on such lot. The color, format, nature, content and location of such sign shall be subject to the written approval of Developer.

(c) During the course of construction on a lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Other signs may be displayed if such signs are approved by Developer as to size, design, location and content.

21. Animals. No horses, cattle, swine, goats, poultry or other animal or fowl not customarily regarded as a household pet shall be kept on any lot. No pet shall be permitted to roam outside except on a leash or within a fenced-in area.

22. Burning. No outdoor burning will be allowed, and all leaves, trash, etc. must be carted to a legal dumping ground or containerized for central pickup.

23. Lot Grading. Floor levels shall be set sufficiently above street grade to provide proper drainage of the respective lot, and no filling or grading shall be done that will adversely affect the proper drainage of adjacent property. Protective slopes around all buildings shall be provided on every lot by the respective owner, and side lot swales shall be planned and maintained to prevent standing water in the rear. It shall be the responsibility of each owner to see that his lot conforms to FHA #300, "Minimum Property Standards for One and Two Living Units" (Gen. Rev. #5), Section #1202, Page 234 and 244 inclusive. This places a special responsibility on the first builder in any neighborhood to refrain from blocking side lot line easements in excess of the minimum 1% slope toward the street.

24. Sidewall Material. Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.

25. Swimming Pools. Swimming pools and screened enclosed structures may be constructed on any lot contiguous to a dwelling, but only in compliance with Sarasota County Building regulations and set-back requirements herein. No above ground or non-permanent type pools are allowed.

## ARTICLE VII

### MAINTENANCE OF LOTS

1. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to other properties or owners in the subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of AMBERLEA OWNERS ASSOCIATION, INC., which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

2. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of the lots in the subdivision shall be responsible for the maintenance of all areas located between their respective lot lines and the pavement of the streets providing access to said lots. All owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. The owners of the lots abutting lakes or ponds shall be responsible for the maintenance of said lots to the waters edge.

3. Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

4. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten days, whichever is shorter.

5. Annual Mowing Fee. In order to insure that unimproved lots do not become overgrown with weeds and other vegetation, AMBERLEA OWNERS ASSOCIATION, INC., shall provide for the periodic mowing of all such lots. To compensate for this service, each owner of an unimproved lot shall pay to said association on or before January 1 of each year an annual mowing fee. The amount of the mowing fee shall be determined by said association in advance for each year. Any annual mowing fee which is not paid when due shall be subject to a late charge of 5% and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. As used herein, "unimproved lot" means a lot on which, as of January 1 of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed.

6. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, lot or other improvements situated on said lot in full

compliance with these restrictions, AMBERLEA OWNERS ASSOCIATION, INC., shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said owner to said association within 30 days after submission of a bill therefor. If any such bill is not paid when due, a late charge of 5% shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.

## ARTICLE VIII

### EASEMENTS

Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Developer over all utility and drainage easement areas, storm water retention areas, lakes and ponds shown on the plat of the subdivision. Moreover, a perpetual easement 12 feet in width over and under each lot in the subdivision for the installation and maintenance of utilities, street lights and sidewalks is hereby served unto Developer along such portion of each lot line as abuts a street. Perpetual easements for the installation and maintenance of walls, fences, hedges, plantings and landscaping are hereby reserved unto Developer over Lot 35 as shown on the plat of the Subdivision, all common areas abutting dedicated roads and such other areas as are shown on the plat of the subdivision. The easement area of each lot and all improvements located within it shall be maintained continuously by the owner of the lot, except for those improvements for which an association or public authority or utility company is responsible. No drainage easement or swale may be obstructed, filled in or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a lot owner over the easement area of his lot may be removed, if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved, by Developer or its assigns at the expense of the lot owner, and neither Developer nor its assigns shall be required to replace the same. Developer reserves a ten foot wide perpetual non-exclusive easement along the side and rear of all lots abutting lakes or ponds. This easement shall be for the maintenance of the water quality and aquatic weed control as the Developer deems necessary.

## ARTICLE IX

### RESUBDIVIDING

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of the subdivision for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain, on any site that does not include at least one platted lot according to the recorded plat of the subdivision. Any such lot may be combined with contiguous lots or parts thereof to form a single building site. In the event that more than one lot is developed as a building site, the provisions of these restrictions shall apply thereto as if it were a single lot, provided, however, that the combination of two or more lots, or parts thereof, shall not alter the liability of any such lot for its share of assessments levied by AMBERLEA OWNERS ASSOCIATION, INC. If a lot is divided and the parts thereof added to other lots, the share of such lot for assessments levied by said associations shall be prorated among such other lots on the basis of square footage.

## ARTICLE X

### VARIANCES

Developer hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of the owners of other lots or adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, signs, maintenance, screening of garbage receptacles, and air conditioner compressors, and any such variance shall be evidenced in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in the subdivision, and the same shall remain fully enforceable against all lots located in the subdivision other than the lot where such variance is permitted. Developer reserves the right to impose additional restrictions in the conveyance of title to any lot or lots in the subdivision.

## ARTICLE XI

### ASSIGNMENT BY DEVELOPER

Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to AMBERLEA OWNERS ASSOCIATION, INC., or to any other corporation, association or person.

## ARTICLE XII

### ASSESSMENTS BY AMBERLEA OWNERS ASSOCIATION, INC.

1. Annual Assessments. AMBERLEA OWNERS ASSOCIATION, INC., shall have the right to levy an annual assessment against all lots in this subdivision, in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and Bylaws. The annual assessment shall commence on the first day of the month following the first conveyance of a lot by the Developer. Developer may be excused from the payment of assessments for any lot owned by the Developer during such period of time that it shall guarantee that the assessments imposed on other members shall not increase over a stated dollar amount and shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessment at the guaranteed level receivable from the other members.

2. Special Assessments. Said association shall also have the right to levy special assessments from time to time against the lots in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Assessments Levied Prorate. All assessments, whether annual or special shall be on an equal basis so that each owner of a lot shall bear an equal pro rata share of the expenses of AMBERLEA OWNERS ASSOCIATION, INC.

4. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collecting of such annual assessment shall be as set forth in said association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon 30 days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of 5% and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

## ARTICLE XIII

### LIEN RIGHTS OF AMBERLEA OWNERS ASSOCIATION, INC.

In the event any owner fails or refuses to pay when due any annual mowing fee or other expense billed to him by AMBERLEA OWNERS ASSOCIATION, INC., or any Assessment levied by said association against his lot, said association shall have the right to file a Claim of Lien against any lot or lots in this subdivision owned by such owner. Said Claim of Lien shall be filed in the Public Records of Sarasota County, Florida, and a copy thereof shall be mailed to such owner at his last known mailing address. If such lien is not paid within ten days after the filing thereof, the association shall have the right to foreclose the lien in the same manner as a mortgage or mechanics' lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of the amount of the unpaid fee, expense or assessment, the association shall be entitled to recover from the owner any late charges and interest due thereon and all costs, including reasonable attorneys' fees (including attorneys' fees for appellate proceedings), incurred in preparing, filing and/or foreclosing the lien, and all such costs, late charges, interest and fees shall be secured by said lien.

## ARTICLE XIV

### LAKES, PONDS AND STORM WATER RETENTION AREAS

1. Maintenance of Lake, Ponds and Storm Water Retention Areas. It is the responsibility of each lot owner whose lot is located on a lake, pond or storm water retention area to maintain all areas to the edge of the water. Notwithstanding the above, the Developer shall have the right, but not the duty, to control the water quality and aquatic weeds as it deems necessary in all lakes, ponds or storm water retention areas within the subdivision.

2. Motorized Crafts. No motorized crafts shall be permitted in any lake or pond.

## ARTICLE XV

### CENTRAL UTILITIES

1. Utility Impact Fees or Connection Charges. At the time of this Declaration, the Subdivision lies within the Southfield Utilities, Inc. franchise area for sewer service pursuant to Sarasota County Ordinance C86-159. Said Ordinance requires that if, subsequent to the establishment of Southfield Utilities, Inc. franchise by Ordinance C86-159, the Sarasota County Board of County Commissioners shall pass an ordinance or create a special taxing district providing for the assessment of property within the franchise area to provide for the construction or installation of a central sewage collection or transmission system or connection to an existing system or both, such assessment, impact fees or connection charges designated by Sarasota County or charged by the owners of the existing system, shall be paid at the time of application for

a building permit by the owner of the lot, or if a building permit has already been issued, such fees shall be paid at the time of connection to a central system. Any such assessment for impact fees or connection charges is secured by a lien on the lot and shall become effective without actual notice when a claim of lien has been recorded by Sarasota County in the Public Records of Sarasota county, provided the assessment has remained unpaid for at least 120 days after written notification to the owner of the lot at the address shown on the tax rolls of Sarasota County, by registered or certified mail, return receipt requested.

## ARTICLE XVI

### PHASED DEVELOPMENT

1. Phases. The Developer is developing Amberlea Subdivision in Phases (Sections).

a. There are two anticipated sections in Amberlea Subdivision which will be known as Amberlea Subdivision Unit 1 and Amberlea Subdivision Unit 2 and collectively known as Amberlea Subdivision. Amberlea Subdivision unit 1 will contain 76 single family lots and Amberlea Subdivision Unit 2 will contain not more than 30 single family lots. The description of the property which may comprise Amberlea Subdivision is attached hereto as Exhibit D.

b. Amberlea Owners Association, Inc. shall be the association for all Sections of Amberlea Subdivision.

c. Every lot owner in Amberlea Subdivision, regardless of which section in which he (she) is located, shall have the right and easement of enjoyment in and to all of the Common Areas in Amberlea Subdivision as finally developed, which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the provisions contained herein and every owner subject to the provisions contained within documents for Amberlea Subdivision Unit 2.

d. The expenses of all Common Areas within Amberlea Subdivision, as finally developed, shall be shared equally by all owners in both Sections.

e. The Developer shall have 20 years to add Amberlea Subdivision Unit 2 to Amberlea Subdivision.

## ARTICLE XVII

### GENERAL PROVISIONS

1. Right of Entry. A right of entry upon the Common Area is hereby granted to Sarasota County law enforcement officers, health pollution control personnel, emergency service personnel and fire fighting personnel while in pursuit of their duties.

2. Duration. The covenants and restrictions of this declaration shall run with the title to each of the lots in this subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Developer, AMBERLEA OWNERS ASSOCIATION INC., or the owner of such lots, and their respective legal representatives, heirs, successors and assigns, for a term of 25 years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of 25 years each unless prior to the commencement of any such 25 year period an instrument signed by the then owners of ½ of the lots in the subdivision terminating said covenants and restrictions in whole or in part has been recorded.

3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Developer, AMBERLEA OWNERS ASSOCIATION, INC., or any lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of these covenants and restrictions. Such costs shall include reasonable attorneys' fees, including attorneys' fees for appellate proceedings, incurred by Developer or but not attorneys' fees incurred by any lot owner in bringing an action against another lot owner. Failure by Developer, said associations or any lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

4. Severability. Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

5. Amendment. This Declaration may be amended at any time and from time to time by written consent of not less than 1/2 of the lot owners in the Subdivision, provided, however, that until such time as the Developer has conveyed all lots, no amendment shall be effective without Developer's express written joinder and consent. Notwithstanding anything contained herein to the contrary, this Declaration may also be amended at any time or times prior to such time as Developer has conveyed all lots owned by the Developer upon the recordation of an instrument executed by it, provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein. All amendments shall take effect when duly executed and recorded in the Public Records of Sarasota County, Florida.

6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 11<sup>th</sup> day of February, 1988.

WITNESSES: HOMESITE, LTD., a Florida Limited Partnership

By: Arthur Rutenberg Corp. as general partner

By: (signature) as Vice President

Signature Cyndi Peters

Signature J Blanton

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on this 11<sup>th</sup> day of February, 1988, by Robert Ellenberg as Vice President of Arthur Rutenberg Corp., general partnership of Homesite, Ltd., on behalf of the limited partnership.

Signature Barbara J. Keyes

Notary Public

My commission expires:

Notary Public, State of Florida

My commission expires Dec 1, 1989

Bonded by Amerless Fire & Casualty Company

## AMENDMENT TO DECLARATION OF RESTRICTIONS FOR AMBERLEA SUBDIVISION, UNIT 1

In accordance with section 5 of Article XVII of the Declaration of Restrictions for Amberlea Subdivision, Unit 1 (herein called "Declaration"), recorded in Official Records Book 2018, at Page 0583, Public Records of Sarasota, County, Florida, the Developer hereby amends Paragraph 1.a. of Article XVI of the Declaration as follows:

The legal description attached hereto is hereby incorporated into the Declaration as Exhibit "D" referenced therein.

All provisions of this amendment shall run with the land and shall be in full force and effect until duly amended or until the Declaration is duly revoked and terminated.

Except as otherwise provided herein the terms and provisions of the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment to the Declaration this 10 day of December, 1990.

WITNESSES: HOMESITE, LTD, a Florida Limited Partnership  
BY: ARTHUR RUTENBERG CORP.,  
a Florida Corporation  
General Partner  
(two signatures)

BY (Signature) As Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10 day of December, 1990, by (Signature) as Vice President of ARTHUR RUTENBERG CORP., a Florida Corporation, General Partner of HOMESITE, LTD., a Florida Limited Partnership, on behalf of the partnership.

(Signature)  
Notary Public  
My Commission Expires:

This Instrument Prepared By:  
Stephen B. Keyser, Esquire  
Ferguson, Skipper, Shaw, Keyser, Baron & Tirabassi, P.A.  
P.O. Box 3018, Sarasota, FL 34230

## LEGAL DESCRIPTION

Lots 4, 5 and 6, Block 2, Section 11, Township 37 South, Range 18 East, Plat of Bee Ridge Farms, as per plat thereof recorded in Plat Book 1, Page 248, of the Public Records of Manatee County, Florida;

ALSO:

North 1/2 of Lot 9, Block 2, Section 11, Township 37 South, Range 18 East, Plat of Bee Ridge Farms, as per plat thereof recorded in Plat Book 1, Page 2,18, Public Records of Manatee County, Florida, and Plat Book A, Page 40, Public Records of Sarasota County, Florida.