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CERTIFICATE OF FILING REVISED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF COVE POINTE

The COVE POINTE HOMEOWNERS ASSOCIATION, INC., its address being P.O. Box 3956, Venice, Florida 34293-0126, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants and Restrictions is recorded in O.R. Book 2173, page 285, of the Public Records of Sarasota County, Florida. The attached Revised & Restated Declaration of Covenants and Restrictions were submitted to the entire membership of the Association at its meeting called and held on the 4th day of April, 1995, and approved by affirmative vote of not less than 2/3rds of the owners in the subdivision as required by the Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 26th day of ~~May~~ JUNE, 1995.

WITNESSES:

COVE POINTE HOMEOWNERS ASSOCIATION, INC.

Nancy Reese Nancy Reese
Mario Pezzella Mario Pezzella
as to President

By: Fred Beuter
FRED BEUTER, President

Patricia K. Moore Patricia Moore ATTEST:

Helen J. Charlotte Helen J. Charlotte By: Arthur Hughes
as to Secretary ARTHUR HUGHES, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared FRED BEUTER, as President of COVE POINTE HOMEOWNERS ASSOCIATION, INC., and he acknowledged before me that he is such officer of said corporation; and he executed the foregoing Certificate of filing Revised and Restated Declaration of Covenants and Restrictions, on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate to the Declaration of Covenants and Restrictions and that the execution thereof is the free act and deed of said corporation. He is personally known to me or has produced his driver's license as identification.

THIS INSTRUMENT PREPARED BY
SHARON S. VANDER WULP
ATTORNEY AT LAW
P.O. BOX 1787
VENICE, FLORIDA 34284-1787

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WITNESS my hand and official seal at Venice, Sarasota
County, Florida this 7th day of ~~XXXX~~ 1995.
June *ff*

Fred Beuter, personally known

Pamela L. Gifford
Printed Name of Notary:
Pamela L. Gifford
Notary Public
Commission # CC125244

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: July 9, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITER.

PROVINCE OF ONTARIO
CANADA

I HEREBY CERTIFY that on this day before me, a Notary Public
in and for the ~~State~~ ^{Province} of ~~Florida~~ ^{Ontario} at large, personally appeared
ARTHUR HUGHES as Secretary of COVE POINTE HOMEOWNERS ASSOCIATION,
INC., and he acknowledged before me that he is such officer of said
corporation; and he executed the foregoing Certificate of filing
Revised and Restated Bylaws, on behalf of said corporation, and
affixed thereto the corporate seal of said corporation; that he is
authorized to execute said Certificate to the Bylaws and that the
execution thereof is the free act and deed of said corporation. He
is personally known to me or has produced his driver's license as
identification.

WITNESS my hand and official seal at Cobourg,
ONTARIO, Canada, this 26th day of JUNE, 1995.

Helen J. Charette
Printed Name of Notary:
HELEN J. CHARETTE
Notary Public
Commission # N/A

My Commission Expires: N/A.
NO EXPIRY

HELEN J. CHARETTE
BARRISTER & SOLICITOR
204 Division St., P.O. Box 156
Cobourg, Ontario K9A 4K5
Phone: (905) 372-1484

EXHIBIT B

**REVISED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
OF
COVE POINTE HOMEOWNERS ASSOCIATION, INC.**

- I. GENERAL CONDITIONS
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EXHIBIT B

**REVISED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
OF
COVE POINTE HOMEOWNERS ASSOCIATION, INC.**

This DECLARATION, made and entered into, this _____ day of _____, 1995, is intended to amend, modify and restate those DECLARATIONS AND COVENANTS of Cove Pointe made the 25th day of September, 1989, by Cove Pointe Development Company, a Florida Partnership, as recorded in the public records of Sarasota County, Florida, in Official Records Book 2173, page 285.

The purpose of said DECLARATION OF COVENANTS of Cove Pointe is to provide various use and maintenance requirements and restrictions in the best interest of the OWNERS of LOTS and DWELLINGS within the Cove Pointe area, and to protect and preserve the values of the properties within Cove Pointe.

This Revised and Restated DECLARATION, Exhibit B, further empowers an existing ASSOCIATION of HOMEOWNERS, known as Cove Pointe Homeowners Association, Inc., sometimes abbreviated as CPHA (herein ASSOCIATION), within the boundary of Cove Pointe to establish BYLAWS, Exhibit C.

I. GENERAL CONDITIONS

1.0 State and Local Laws. All restrictive COVENANTS, listed and/or contained herein are subject, in all instances, to compliance with State of Florida and County of Sarasota health ordinances, restrictions and regulations, and, in particular, when the said State and County requirements exceed the requirements of the restrictions contained herein.

2.0 Covenants Running with the Land. These restrictive COVENANTS, easements, reservations and requirements upon the land within Cove Pointe shall run with the land and remain in full force and effect, unless two-thirds (66-2/3%) or more of all OWNERS voting by limited proxy or in person at a duly noticed meeting of the Cove Pointe Homeowners Association are in favor of the proposed amendment to these Revised and Restated DECLARATION OF COVENANTS AND RESTRICTIONS of Cove Pointe, for the proposed amendment to be adopted. These Revised and Restated DECLARATIONS AND COVENANTS may be amended in whole or in part, from time to time, by such vote of the OWNERS of such LOTS and DWELLINGS may deem necessary at which time the modifications to said Revised and Restated DECLARATION of Covenants and Restrictions shall be evidenced by the recording of the same in the Office of the Clerk of the Circuit Court of Sarasota County, and such Amendment shall contain a certification of the ASSOCIATION which shall include the recording data identifying the Declaration and be executed in the form required for the execution of a deed.

3.0 Enforcement. Enforcement of these Revised and Restated DECLARATIONS AND COVENANTS shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages or both. The party bringing the action or suit shall be entitled to recover, at both the trial and appellate court levels, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of said party's attorney.

The person or persons violating or attempting to violate any covenant shall receive such punishment as the Court shall decide and shall pay whatever assessment for costs and attorney's fees associated

with the enforcement of the Revised and Restated DECLARATION of Covenants and Restrictions.

4.0 Severable. These Covenants and Restrictions are severable and the invalidation of one covenant shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

4.01 Homeowners Association. Cove Pointe Homeowners Association, Inc. (hereinafter CPHA) has assumed certain obligations as set forth in the BYLAWS of said CPHA which is recorded in official Book 2173 page 313 and, as revised, of the public records of Sarasota County, Florida.

In addition to the said obligation of said CPHA, it has the duty to enforce and require compliance with the provisions of these Revised and Restated DECLARATION AND COVENANTS of Cove Pointe.

II. DEFINITIONS

The terms used in this Revised and Restated DECLARATION OF COVENANTS AND RESTRICTIONS, Exhibit B, and in the ARTICLES OF INCORPORATION, and the BYLAWS, Exhibit C, of the COVE POINTE HOMEOWNERS ASSOCIATION, INC., shall have the following meanings, unless the context otherwise requires:

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

ASSOCIATION means the COVE POINTE HOMEOWNERS ASSOCIATION, INC., sometimes referred to as CPHA; further

BOARD means the duly elected Board of Directors of the ASSOCIATION; further

BYLAWS means the Bylaws of the CPHA, as amended from time to time; further

COMMON AREAS means any property within Cove Pointe, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or which is declared to be a COMMON AREA by this Revised and Restated DECLARATION; further

COMMON AREAS may include, but are not limited to, parks, open areas, lakes, roads, entranceways, parking areas, and other similar properties; PROVIDED, that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided; further

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

(a) Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the CPHA, as provided in this Revised and Restated DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, expenses for the operation, maintenance and repairs to such property, and improvements and alterations; and

(b) Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA, or the performance of the duties of the CPHA; and

(c) Expenses incurred in connection with the administration and management of the CPHA; and

(d) Expenses declared to be COMMON EXPENSES by any provision of this Revised and Restated Declaration, the ARTICLES or the BYLAWS; and

(e) Any amounts payable by the CPHA to any other association or any governmental authority; further

COMMON SURPLUS means the excess of all receipts of the CPHA over the amount of the COMMON EXPENSES; further

DECLARATION means this Revised and Restated DECLARATION OF COVENANTS AND RESTRICTIONS of the CPHA, as it may be amended from time to time as provided herein; further

INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender; further

DWELLING means a house in which people live that is constructed upon a parcel of land located within COVE POINTE which has been conveyed to an OWNER; further

LOT means a parcel of ground within the COVE POINTE area on which a DWELLING has been constructed that is owned by an OWNER; further

OWNER means the record owner or owners of the fee title to a LOT and DWELLING; further

PERSON means an individual, corporation, partnership, trust, or any other legal entity; further

COVE POINTE means all of the property subject to this DECLARATION from time to time, which initially is the property described in Exhibit "A" attached hereto.

III. ORGANIZATION

1.0 ASSOCIATION. In order to provide for the administration of the subject property and this Revised and Restated DECLARATION, the COVE POINTE HOMEOWNERS ASSOCIATION, INC., has been organized under the Laws of the State of Florida.

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

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

4.0 Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it

by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

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

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

The ASSOCIATION shall own and take title to property, if any, within Cove Pointe not previously dedicated and accepted by the Public, such as private roads and streets, COMMON AREAS, drainage ways, and it shall maintain them in good condition for the benefit of all OWNERS in Cove Pointe.

The ASSOCIATION may designate improvements to be constructed on any of the COMMON AREAS which it may own, and it shall have the right to equitably assess the costs of construction of such improvements against the OWNERS of the property within the boundary of Cove Pointe.

The ASSOCIATION shall always assume the responsibility of maintaining the COMMON AREAS and the roads in the Cove Pointe entity.

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

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

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

IV. UNIFORM PROTECTIVE COVENANTS

1.0 Land Use and Type of Buildings. None of the property shall be used in part or in toto as a trade, business, profession or commercial activity.

Nothing herein contained shall prevent the rental of single family living units within Cove Pointe.

No building shall be erected, altered placed or permitted to remain on any lot platted for single-family use other than one (1) detached single-family dwelling.

No dwelling shall have a carport.

2.0 Use and Benefit of COMMON AREAS. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, residents of property within Cove Pointe, their respective guests and invitees, the holders of any mortgage encumbering any of said property, from time to time, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this restated DECLARATION, and subject to the terms of any covenant, restriction, reservation or limitation of record affecting the COMMON AREAS or contained in the deed or other instrument conveying the COMMON AREAS to the ASSOCIATION and subject to any rules and regulations adopted by the ASSOCIATION.

An easement and right for use of the COMMON AREAS is hereby created in favor of all OWNERS, appurtenant to the titles to their respective property.

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

2.02 Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any property it deems necessary or desirable from time to time, provided, however, that the approval of two-thirds (2/3) of the votes of the OWNERS shall be required for any addition, alteration, or improvement, or any purchase of property, exceeding a sum equal to one (1) month's total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months' ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any property, shall be a COMMON EXPENSE.

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

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

V. INSURANCE

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

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

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

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

4.0 Other Insurance. Such other insurance as may be desired by the ASSOCIATION, such as flood insurance, errors and omissions insurance, workers' compensation insurance, or any other insurance.

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

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

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

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

9.0 Damage or Destruction. In the event any improvement within any COMMON AREA is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3rds) of the votes of the OWNERS. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

VI. MAINTENANCE OF PROPERTY BY THE ASSOCIATION

1.01 COMMON AREAS. The ASSOCIATION shall maintain all COMMON AREAS and property owned by the ASSOCIATION, and all improvements thereon, in good condition at all times. If pursuant to any other easement the ASSOCIATION is to maintain any improvement within any property, then the ASSOCIATION shall maintain such improvement in good condition at all times.

1.02 Landscaping. In addition to the COMMON AREAS the ASSOCIATION shall maintain the grass areas surrounding all of the LOTS, including mowing, watering, trimming, fertilizing, and insect and disease control. In connection therewith, the ASSOCIATION shall also maintain and operate the sprinkler systems for all LOTS and COMMON AREAS. The ASSOCIATION shall not be responsible for the maintenance of any landscaping upon any LOT other than grass areas, and in particular shall not be responsible for the maintenance of any trees, shrubbery, flowers, or other landscaping upon any LOT, unless the ASSOCIATION votes to assume the obligation to maintain such landscaping, which assumption shall require the approval of two-thirds (2/3rds) of the OWNERS. In the event the ASSOCIATION elects to assume the obligation to maintain landscaping other than grass areas, if any LOT contains landscaping which is substantially more extensive than the landscaping on other LOTS, the ASSOCIATION may charge the applicable OWNER an extra fee reasonably related to the extra costs of maintaining such landscaping.

1.03 Roofs and Exterior Painting of DWELLINGS. The ASSOCIATION shall perform periodic exterior wall painting and roof cleaning of DWELLINGS on a schedule as determined by the BOARD of DIRECTORS. However, it is the responsibility of each OWNER to keep the paint work on the exterior of his/her DWELLING in good repair, including, but not limited to, proper cleaning and bug removal, paint touch-up that may be required by ordinary wear and tear or caused by removal of mud-wasp nest, etc., or peeling of paint for whatever reason. If any special or extraordinary maintenance is required due to the actions of any OWNER, or the residents of any DWELLING, or their guests or invitees, the OWNER, or the residents of any DWELLING, or their guests or invitees, shall be responsible for the cost of such maintenance and may be assessed for such cost by the ASSOCIATION.

1.04 Other Property. In addition to the foregoing, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any property which is not owned by the ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such property by the ASSOCIATION would be in the best interests of the residents of the SUBJECT PROPERTY. In such event, where applicable, the ASSOCIATION shall so notify any OWNER otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the ASSOCIATION and not by the OWNER, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER in writing. Without limitation, the ASSOCIATION shall have the right to assume the obligation to maintain any walls on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, entrance features, or other improvements, in or within 40 feet of any public road right-of-ways within or contiguous to the SUBJECT PROPERTY. To the extent the ASSOCIATION assumes the obligation to maintain any PROPERTY which is not owned by the ASSOCIATION, the ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the ASSOCIATION of the obligation to maintain any property which is not owned by the ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of Sarasota County in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, or any governmental authority otherwise responsible for such maintenance, and pursuant to any such document the maintenance of any property may be made a permanent obligation of the ASSOCIATION. The ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any OWNER or any resident of any DWELLING, or their guests or invitees, damages any COMMON AREA, or any improvement thereon, the OWNER of such DWELLING shall be liable to the ASSOCIATION for the cost of repair or restoration to the extent not covered by the ASSOCIATION'S insurance.

1.05 COMMON EXPENSES. All maintenance performed by the ASSOCIATION as hereinabove provided shall be a COMMON EXPENSE.

1.06 Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not abandon, partition, subdivide, encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of at least two-thirds (2/3rds) of the votes of the OWNERS.

VII. EASEMENTS

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

1.02 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their mortgagors, and their guests and invitees.

1.03 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

1.04 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation, maintenance repair and the providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage and cable television facilities and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and DWELLING to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved; provided such right of access shall not unreasonably interfere with the OWNER'S permitted use of the LOT and, except in the event of an emergency, entry into any DWELLING shall be made with reasonable notice to the OWNER.

1.05 Service and Maintenance Easement. If any DWELLING is located within 4 feet of the boundary line of any LOT, the OWNER of such LOT shall have an easement into the contiguous LOT or COMMON AREA, as the case may be, which easement shall be 4 feet from the DWELLING, for the purpose of servicing and maintaining the DWELLING. The OWNER of such DWELLING shall not be liable for any damage or destruction to any

landscaping or improvements within any such easement area which is caused in connection with the reasonable maintenance and servicing of his DWELLING. In addition, the ASSOCIATION shall have an easement upon all LOTS, as may be reasonably required to perform the maintenance and other obligations of the ASSOCIATION as provided in this DECLARATION.

1.06 Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any DWELLING or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of

- (a) Construction or reconstruction of any improvements;
- (b) Settling or shifting of any improvements;
- (c) Any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION;
- (d) Any repair or restoration of any improvements (or any portion thereof) or any DWELLING after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any DWELLING or the COMMON AREAS; or
- (e) Any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD,

then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

1.07 Easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

VIII. USE RESTRICTIONS

1.0 One DWELLING Per LOT. Only one DWELLING shall be constructed on any LOT, which shall comply with the following minimum standards:

1.01 Minimum Size. All DWELLINGS shall have a minimum of 1,200 square feet of living area, exclusive of garage, patios or porches.

1.02 Maximum Height. The maximum height of any DWELLING shall be 30 feet above the front street elevation.

1.03 Minimum Set-Back. Any DWELLING shall be set-back a minimum of 15 feet from any contiguous road (whether front or side), and 5 feet from the side and 10 feet from the rear of the LOT, unless otherwise approved by the ASSOCIATION.

1.04 Occupancy. No DWELLING shall be permanently occupied by more than two (2) persons for each bedroom in the DWELLING. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

1.05 Trade or Business. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the SUBJECT PROPERTY or LOT or within any DWELLING. The foregoing shall not prohibit any OWNER from leasing his DWELLING for residential purposes only.

1.06 Soliciting. Soliciting by OWNERS or others for whatever cause, including charitable and commercial purposes, shall not be permitted within Cove Pointe development.

1.07 Sales and Leases. All leases of a DWELLING must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS. Copies of the lease agreement shall be delivered to the ASSOCIATION ten days prior to occupancy by the tenant(s). No lease shall be for a period of less than six months.

1.08 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's DWELLING, and no personal property may be stored on the exterior of any DWELLING.

1.09 Portable Buildings/Fences. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except structures erected to hide the exterior mechanical and electrical equipment needed to service the DWELLING on any LOT.

1.10 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER'S LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT, in order to be collected, may be placed and kept at the front of the LOT after 5:00 PM on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers and garbage facilities shall be stored inside a DWELLING and no noxious or offensive odors shall be permitted.

1.11 Commercial Trucks, Vehicles, Trailers, Recreational Vehicles and Boats. No truck, including pick-up trucks, commercial vehicle, motorcycle, wave jumper/runners, boat, house trailer, or trailer of any kind, nor any recreational vehicle may be parked on a LOT overnight unless kept within an enclosed garage. The prohibition against trucks and commercial vehicles, etc., shall not apply to temporary parking for pick-up and delivery and other temporary commercial services. In particular, and without limitation, no vehicle shall be parked outside of a DWELLING overnight if commercial lettering or a sign or signs are painted or affixed to the vehicle, or if commercial equipment is placed on the vehicle. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked on the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY, and parking shall only be permitted upon driveways or within garages or on paved roads. No parking shall be permitted on grass areas. Motorcycles are not permitted except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

1.12 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Any pet must be carried or kept on a leash when outside of a DWELLING. No pet shall be kept outside of a DWELLING, or in any screened porch or patio, unless someone is present in the DWELLING. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

1.13 Landscaping. The OWNER of each DWELLING shall maintain the existing shrubs, flowers and trees thereon, but excluding grass areas around the DWELLING, which are maintained by the ASSOCIATION.

1.14 Maintenance. Each OWNER shall maintain his DWELLING and all improvements upon his LOT in first class condition at all times, including driveways, parking areas within the OWNER'S LOT or serving the OWNER'S DWELLING. Cracks and damaged areas of said driveways and parking areas shall be repaired, replaced and/or resurfaced as necessary.

1.15 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

1.16 Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing, but such devices must be removed at night.

1.17 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY, or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents, shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

1.18 Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY.

1.19 Oil and Gas Tanks, Air Conditioners. All air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing therefor shall be underground or placed in a closed-in area approved by the ASSOCIATION so that they shall be substantially concealed or hidden from eye-level view from any street.

1.20 Signs. No sign shall be placed upon any LOT or DWELLING for any reason, except a small FOR SALE sign measuring no larger than 15 inches by 10 inches may be placed upon the garage door of any DWELLING. No FOR RENT sign may be displayed upon any LOT.

1.21 Window Treatments. Window treatments shall consist of draperies, blinds, decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a DWELLING or when permanent window treatments are being cleaned or repaired.

1.22 Boats. No boats may be kept or stored outside of any DWELLING.

1.23 Lakes and Canals. No swimming or boating is allowed in any lake or canal within the SUBJECT PROPERTY. No pets are permitted within the buffer zone around the lake within the SUBJECT PROPERTY. No OWNER shall withdraw water from any lake within the SUBJECT PROPERTY for any reason. The ASSOCIATION shall have the right to withdraw water from any lake for irrigation purposes if it so determines. No structures may be erected permitting access to the lake from any LOT.

1.24 Surface Water Management. No OWNER or any other person shall do anything to adversely affect the surface water management and drainage of SUBJECT PROPERTY without the prior written approval of the ASSOCIATION, and any controlling governmental authority, including, but not limited to, the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY.

IX. ARCHITECTURAL CONTROL FOR EXTERIOR CHANGES

1.0 OWNER to Obtain Approval. No OWNER shall make, install, place, or remove any building, fence, wall, patio area pool, spa, landscaping, or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER'S LOT, or the exterior of the OWNER'S DWELLING, unless the OWNER first obtains therefor, the written approval of the BOARD OF DIRECTORS, except that such approval shall not be required for any maintenance or repair which does not result in a material change in any improvement including the color of same.

1.01 BOARD OF DIRECTORS' Consent. Any request by an OWNER for approval by the BOARD OF DIRECTORS to make any addition, alteration, improvement, or change to the exterior of any DWELLING shall be submitted in writing at least ten days prior to the next scheduled meeting of the BOARD OF DIRECTORS. Such request shall be accompanied by plans and/or specifications in sufficient detail to enable the BOARD to determine what such change includes. The BOARD reserves the right to charge the OWNER submitting such request a reasonable fee for the cost of any architect or engineer hired by the BOARD to review such plans and/or specifications submitted by said OWNER. The BOARD at its next regularly scheduled meeting shall review the report, if any, received from the architect or engineer. The BOARD thereafter, at a regularly scheduled meeting, shall approve or disapprove the OWNER'S request. Thereafter, the BOARD shall notify the OWNER in writing of its approval or disapproval. In approving the OWNER'S plans and/or specifications, the BOARD may condition approval that the OWNER make any changes as recommended by said hired architect or engineer or changes suggested by the BOARD. If the OWNER agrees to make such changes, the BOARD will then issue a letter of approval to said OWNER who must agree to conform to the recommended changes. The BOARD reserves the right to refuse approval of such changes due to aesthetic considerations. Approval of any request shall not be withheld in a discriminatory manner, or in a manner which unreasonably prohibits the reasonable improvement of any LOT or DWELLING, but may be withheld due to aesthetic considerations. The BOARD OF DIRECTORS shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION. In the event the ASSOCIATION fails to disapprove any request within such 30-day period, the consent shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION'S approval.

1.02 No Liability. The ASSOCIATION shall not be liable to any OWNER in connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements. The ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

1.03 Remedy for Violations. In the event this section is violated in that an alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION, and the ASSOCIATION may pursue any other remedy

available to it. In connection therewith, the ASSOCIATION shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within six months after the date the violation is recognized by the ASSOCIATION. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION shall have the exclusive authority to enforce the provisions of this paragraph.

1.04 Compliance with Governmental Requirements. In addition to the foregoing requirements, any alterations, additions, improvements, or changes required by governmental authority, and made by an OWNER, must be in compliance therewith. The OWNER shall first, before making or contracting for such alterations, additions, improvements or changes, obtain a building permit, and advise the ASSOCIATION that such permit has been obtained, or that written notice from the governmental authority is not required.

X. RULES AND REGULATIONS

1.0 Rules and Regulations. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. The rules and regulations relating to recreational facilities within the SUBJECT PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations, and amendments thereto, shall be furnished by the ASSOCIATION to any OWNER upon request.

1.01 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, the ASSOCIATION shall insist upon strict compliance with the restrictions of this DECLARATION with respect to all other LOTS. Nor shall any such actions be deemed a waiver of any of the restrictions contained herein as the same may be applied in the future.

XI. ASSESSMENTS

1.0 Owner's Responsibility. Each OWNER shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each new OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except as provided in Article XII, Section 1.04, of this DECLARATION.

1.01 Regular Assessments. Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year. The BOARD then shall establish the Regular Assessments for COMMON EXPENSES for each LOT. The BOARD shall notify each OWNER in writing the amount, frequency and due dates of the Regular Assessments for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and, pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount frequency and/or due dates of the Regular Assessments for COMMON EXPENSES.

1.02 Special Assessments. If an expenditure of funds is required in addition to funds produced by ASSESSMENTS for COMMON EXPENSES, the BOARD may make Special Assessments, which shall be levied in the same manner as provided hereinbefore for Regular Assessments. The BOARD, in writing, shall notify all OWNERS twenty-five (25) days

prior to the next scheduled meeting of the BOARD that a Special Assessment is to be considered by the BOARD at that meeting.

Any OWNER or OWNERS may be present at such next scheduled meeting. If the BOARD at said meeting decides to make a Special Assessment, the BOARD shall notify each OWNER, in writing, of the amount, frequency, and due dates of the Special Assessment. Such Special Assessment shall be payable in the manner determined by the BOARD, as stated in the notice of any Special Assessments.

XII. DEFAULT AND COLLECTION OF ASSESSMENTS

1.0 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten percent (10%) of the amount of the ASSESSMENT, or Ten Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until said ASSESSMENT is paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

1.02 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any Regular Assessment and/or Special Assessment owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION, ASSESSMENTS for COMMON EXPENSES and any Special Assessment for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES and Special Assessments. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

1.03 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT and DWELLING thereon for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees and costs incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. The lien is effective from and after recording a claim of lien in the public records of Sarasota County in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien, filed by and at the expense of the ASSOCIATION.

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

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

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

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

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

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

1.08 Non-Monetary Defaults. In the event of a violation by any OWNER or tenant of an OWNER, or any person residing with them, or their guests or invitees, of any of the provisions of this DECLARATION, the ARTICLES or the BYLAWS of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable, in any event within seven (7) days after such written notice, and/or if the violation is not capable of being cured within such seven (7) day period, or if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within the seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

(a) Impose a fine against the OWNER or tenant as provided in Paragraph 1.02; and/or

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

(c) Commence an action to recover damages; and/or

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

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

XIII. FINES

1.0 Fine Procedure. The amount of any fine shall be determined by the BOARD, and it shall not exceed the greater of \$25.00 or 1/3 of one month's ASSESSMENT for COMMON EXPENSES for the first offense; \$50.00 or 2/3 of one month's ASSESSMENT for COMMON EXPENSES for a second similar offense; and \$100.00 or one month's ASSESSMENT for COMMON EXPENSES for a third, and for each subsequent similar offense. Prior to imposing any fine, the OWNER or tenant shall be afforded an opportunity for a hearing after reasonable notice to the OWNER or tenant of not less than 14 days, which notice shall include:

(a) A statement of the date, time and place of hearing,

(b) A statement of the provisions of the DECLARATION and BYLAWS which have allegedly been violated, and

(c) A short and plain statement of the matters asserted by the ASSOCIATION.

The OWNER or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the ASSOCIATION. At the hearing, the BOARD shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the BOARD so determines, it may impose such fine as it deems appropriate by written notice to the OWNER or tenant. If the OWNER or tenant fails to attend the hearing as set by the BOARD, the OWNER or tenant shall be deemed to have admitted the allegations contained in the notice to the OWNER or tenant, and any fine thereafter imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due, all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided in Article XIV, Section 2.0.

2.0 Negligence. An OWNER shall be liable and may be assessed an appropriate sum of money by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, to the extent otherwise provided by law and to the extent that such expense is not met by the proceeds of insurance

carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT and DWELLING.

XIV. RESPONSIBILITY OF AN OWNER FOR OCCUPANTS, TENANTS, GUESTS, AND INVITEES

1.0 General Responsibility of Owners. Each OWNER shall be responsible for the acts and commissions, whether negligent or willful, of any person residing in his DWELLING, and for all guests and invitees of the OWNER, or any such resident. In the event the acts or commissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for the same as in the case of any other ASSESSMENT. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any DWELLING, or any guest or invitee of an OWNER, or any resident of a DWELLING, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

2.0 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any DWELLING or on any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the DWELLING, if such tenant or person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance, or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then, upon written notice by the ASSOCIATION such tenant or person shall be required to immediately leave the SUBJECT PROPERTY. If such tenant or person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or to compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including reasonable attorneys' fees and costs, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for the same as elsewhere provided. The foregoing shall be in addition to any other remedy available to the ASSOCIATION.

3.0 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

4.0 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES, or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, rights or privileges as may be granted or as it might have by law.

5.0 Enforcement By or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including reasonable attorneys' fees and costs, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation

or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

XV. OBLIGATIONS OF THE ASSOCIATION

The Cove Pointe Homeowners Association, Inc., CPHA, shall be obligated to the members of the ASSOCIATION in the following ways:

1.0 Operate Lawn Irrigation System. The CPHA shall continue to keep in an existing state of operation a lawn area irrigation system including, but not limited only to, pumping facilities and underground water distribution piping to each LOT and to all common areas, and sprinkler heads.

1.02 Landscape Contracts. The CPHA shall contract with organizations by solicited bid process for the mowing, trimming, fertilizing and weeding, pest and disease controlling of the lawn areas of the several LOTS and the Common Areas. The CPHA shall contract with organizations, by solicited bid process, to replace dead or diseased grass areas by using sod or other suitable grasses on the Common Areas and LOTS. Such sod and other grasses shall be approved by the BOARD when a bid is selected for contract purposes.

1.03 Clean Roofs. The CPHA shall contract with one organization by solicited bids to periodically inspect and clean the tile roofs of the homes owned by members of the ASSOCIATION. Each member is entitled to a copy of an inspection report on the condition of the tiles on his roof, including the number and location of tiles that are cracked and/or broken and should be replaced; the OWNER shall have the right and responsibility to contract with a reputable, bonded organization to repair the roof of his home, but the tiles used to replace any cracked or broken tiles shall be the same kind and the same color as the ones removed from the roof. The CPHA shall not be responsible for leaks of water in a house.

1.04 Painting. The CPHA shall contract with one organization by solicited bids to paint the exterior walls, including the wall, ceiling and supports in the lanai area, of the homes of the members of the ASSOCIATION from time to time, but not sooner than 5 years from the last date such walls were painted, provided however, by a resolution of the BOARD, such painting may be accomplished at a time less than 5 years. The colors of paint used shall be the same as originally used when the said house was first constructed, or as approved by vote of the BOARD of Directors. And further, the CPHA shall contract with one organization by solicited bid, from time to time, as necessary, to paint the boundary wall along the Cove Pointe property line; the color of paint and specifications for the paint to be established by vote of the BOARD of Directors.

1.05 Mailboxes. The CPHA shall, from time to time, paint, repair and replace, as necessary, the mail boxes and the posts supporting such mail boxes of each OWNER resident.

1.06 Post Light Fixture. The CPHA shall, from time to time, as necessary, repair or replace the post light fixture atop the lamp post in front of each OWNER'S residence; but, such work does not include the replacement of burned-out lamp bulbs in each OWNER'S post light fixture; such light bulbs shall be replaced and installed promptly by each OWNER, and the replacement light bulbs shall conform to the standards established, from time to time, by vote of the BOARD of Directors; and further: each OWNER shall be responsible to repair or replace the light sensor in the OWNER'S lamp post. Each OWNER shall repair or replace and paint the lamp post black as necessary.

1.07 Seawall. The CPHA shall, from time to time, repair and replace, as necessary, sections of the existing seawall of the OWNERS' LOTS abutting such sea walls.

1.08 Other Responsibilities. The CPHA, from time to time, by vote of the BOARD of Directors may include such other work as the circumstances warrant for the benefit of the ASSOCIATION.

1.09 Specific Responsibilities. The CPHA shall be responsible for the upkeep of:

- (a) the roads,
- (b) the lighted entrance-way sign
- (c) the lights at the entrance roadway, and
- (d) the Common Areas.

XVI. TERMS OF DECLARATION

1.0 Covenants Running with the Land. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this Revised and Restated DECLARATION, unless within such time, seventy-five percent (75%) of the OWNERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the votes of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of Sarasota County in which the SUBJECT PROPERTY is located.

XVII. AMENDMENT OF DECLARATION

1.0 No Discrimination. No amendment to this DECLARATION shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected join in the execution of such amendment.

2.0 Change in the Number of Votes or Shares of the Common Expenses. No amendment to this DECLARATION shall change the number of votes of any OWNER, or increase any OWNER'S proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment.

3.0 Institutional Lenders. No amendment to this DECLARATION may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment.

XVIII. SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS

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

(a) Any condemnation or casualty loss which affects a material portion of the SUBJECT PROPERTY or the LOT and DWELLING thereon;

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

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

(d) Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

1.01 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any LOT(S) and DWELLING(S) is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the SUBJECT PROPERTY, the ASSOCIATION may request such consent or approval of such holder(s) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holders). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the public records of Sarasota County where the SUBJECT PROPERTY is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

XIX. MISCELLANEOUS

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

2.0 Delegation of Authority by the ASSOCIATION. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION in writing to such officer, committee or other person.

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

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

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