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KAREN E. RUSHING
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Prepared by and Return to:
Daniel J. Lobeck, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)



CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
COUNTRYPLACE, A SUBDIVISION**

We hereby certify that the attached Amended and Restated Declaration of Restrictions of Countryplace was approved at a Special Meeting of The Homeowners' Association of Countryplace, Inc. on September 9, 2013, by the affirmative vote in person or by proxy of the owners of not less than seventy-five percent (75%) of all lots in combined Countryplace Units 1 and 2, which is sufficient for adoption under Article II.1 of the Declaration of Restrictions.

The Declaration of Restrictions for Countryplace, Unit No. 1 and Unit No. 2, was originally recorded at Official Records Book 1313, Pages 2118 et seq. of the Public Records of Sarasota County, Florida.

DATED this 12 day of September, 2013.

Signed, sealed and delivered
in the presence of:

THE HOMEOWNERS' ASSOCIATION
OF COUNTRYPLACE, INC.

sign: Kathy S. Coleman

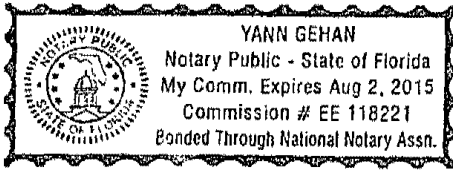
By: Joan Richman
Joan Richman, President

print: KATHY S. COLEMAN

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Certificate of Amendment was acknowledged before me this 12th day of September, 2013, by Joan Richman as President of The Homeowners' Association of Countryplace, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced PK as identification.

CERTIFICATE OF AMENDMENT
DECLARATION OF RESTRICTIONS
COUNTRYPLACE



NOTARY PUBLIC

sign

[Handwritten signature]

print

YANN GEHAN

State of Florida at Large (Seal)

My Commission expires: 08/02/2015

sign: Alera L Newman

By: Heather A. Gehan
Heather Gehan, Secretary

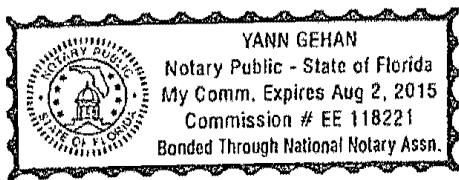
print: DEBAA L. NEWMAN

sign: Kathy S Coleman

print: KATHY S. COLEMAN

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Certificate of Amendment was acknowledged before me this 12th day of September 2013, by Heather Gehan as Secretary of The Homeowners' Association of Countryplace, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced *[initials]* as identification.



NOTARY PUBLIC

sign

[Handwritten signature]

print

YANN GEHAN

State of Florida at Large (Seal)

My Commission expires:

CERTIFICATE OF AMENDMENT
DECLARATION OF RESTRICTIONS
COUNTRYPLACE

24
✓
Prepared by and return to:
Daniel J. Lobeck, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
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AMENDED AND RESTATED

**DECLARATION OF RESTRICTIONS
FOR
COUNTRY PLACE, A SUBDIVISION**

[Substantial Rewording of Declaration of Restrictions. See original Declaration of Restrictions and prior amendments for present text.]

This Declaration of Restrictions shall govern COUNTRY PLACE, Unit No. 1 according to the Plat thereof as recorded in Plat Book 25, Pages 18 and 18A of the Public Records of Sarasota County, and of all of COUNTRY PLACE, Unit No. 2 according to the Plat recorded in Plat Book 26, Pages 17, 17A and 17B, of the Public Records of Sarasota County (both of which are hereinafter jointly referred to as the "Subdivision").

ARTICLE I - DEFINITIONS

For all purposes, the terms used in this Declaration of Restrictions (herein, "Declaration"), the Articles of Incorporation of the Association and Association Bylaws (herein, "the Governing Documents"), shall have the meanings stated in the Florida Homeowners Association Act (Section 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Owner.

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (1) "Act" means Chapter 720, Florida Statutes, as amended from time to time.
- (2) "Architectural Review Committee" or "ARC" shall refer to the committee established by the Board of Directors of the Association described in Article VIII of this Declaration.

(3) **"Articles of Incorporation"** or **"Articles"** means the Articles of Incorporation for The Homeowners' Association of Country Place, Inc., a Florida not-for-profit corporation in the form recorded at Instrument # 2010134014 of the Public Records of Sarasota County and incorporated herein by reference, as amended from time to time.

(4) **"Assessment"** means a charge against a Lot and its owner as defined in Article V of this Declaration, by law and as may be permitted by the Articles of Incorporation or Bylaws.

(5) **"Association"** shall mean and refer to The Homeowners' Association of Country Place, Inc. (f/k/a The Homeowners' Association of Countryplace, Inc.), a Florida not-for-profit corporation established for the purposes set forth herein.

(6) **"Board"** shall mean the Board of Directors of the Association, appointed or elected in accordance with the Bylaws of the Association.

(7) **"Bylaws"** shall mean and refer to the Bylaws of The Homeowners' Association Country Place, Inc. in the form recorded at Instrument # 2010134014 of the Public Records of Sarasota County and incorporated herein by reference.

(8) **"Common Areas"** shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated by plat, deeded or leased to the Association or shall mean easements, licenses and servitudes, owned or leased by the Association, or the use of which has been granted to the Association, together with all improvements thereon for the use and enjoyment of all Owners of Lots.

(9) **"Common Expenses"** shall mean all expenses properly incurred by the Association in the performance of its powers and duties, including those provided by this Declaration, Articles of Incorporation, Bylaws, and state law.

(10) **"Declaration"** shall mean and refer to this Declaration of Restrictions for Country Place, as it may be amended or supplemented from time to time, which such original Declaration was recorded at Book 1313, Page 2102 et seq., of the Official Records of Sarasota County, Florida.

(11) **"Lot" or "Lots"** shall mean the parcels of land shown on the recorded Plats of COUNTRY PLACE, Unit No. 1 according to the Plat thereof as recorded in Plat Book 25. Pages 18 and 18A of the Public Records Sarasota County, and of all of COUNTRY PLACE, Unit No. 2 according to the Plat thereof as recorded in Plat Book 26. Pages 17, 17A and 17B, of the Public Records of Sarasota County, which are attached hereto as **Exhibit "A"**.

(12) **"Member"** shall mean and refer to all those persons or entities who hold record title to a Lot.

(13) "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address according to the records of the Association of the person or entity who appears as Owner in the records of the Association.

(14) "Owner" shall mean the record title holder of a Lot.

(15) "Plat" or "Plats" shall mean and refer to the recorded Plats of COUNTRY PLACE, Unit No. 1 according to the Plat thereof as recorded in Plat Book 25. Pages 18 and I8A of the Public Records Sarasota County and of all of COUNTRY PLACE, Unit No. 2 according to the Plat thereof as recorded in Plat Book 26. Pages 17, 17A and 17B, of the Public Records of Sarasota County, which are attached hereto as **Exhibit "A"**.

(16) "Rules" means the rules governing the use and occupancy of the common property adopted by the Association Board of Directors as provided herein, in the Articles of Incorporation and Association Bylaws.

(17) "Terrace or Patio" shall mean and refer to an open outdoor living area constructed of pavers, concrete, decking, or of other similar material.

(18) "Structure" means anything built, constructed, or erected.

(19) "Utility Services" shall include but not be limited to electric power, gas, water and sewer, garbage collection, cable television and pest control service provided to the Subdivision as may be provided herein.

ARTICLE II - GENERAL CONDITIONS

2.01. The Association. The operation of the Subdivision in accordance with this Declaration and other authority shall be by The Homeowners' Association Country Place, Inc. (herein, "the Association"). The Association shall own title to common property in the Subdivision not dedicated and accepted by the public. Each Owner shall be a Member of the Association.

2.02. Purposes of Association. The purposes of the Association include, without limitation, those contained within this Declaration of Restrictions and the Bylaws and Articles of Incorporation of the Association.

2.03. Duration. This Declaration shall remain in full force and effect for a period of thirty (30) years from the date this Amended and Restated Declaration is recorded. Upon the expiration of that time said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members representing three-fourths (3/4) of the votes of the Association vote in favor of terminating this Declaration at the end of its then current term.

2.04. Government Regulation. To the extent any law, ordinance or regulation of the State of Florida and Sarasota County shall exceed the requirements hereof, that law, ordinance or regulation shall prevail.

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

ARTICLE III - PROPERTY

3.01. Existing Property. The existing real property which is subject to this Declaration is Country Place, A Subdivision in Sarasota County, Florida, according to the Plats attached hereto as **Exhibit "A"**. Lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in the Common Areas or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each owner thereof. Tracts "A" and "B" as indicated on the Plats) shall be reserved as natural areas. Tracts "A", "B" and "C" shall be reserved for the use of all of the lot owners in both Unit No. 1 and Unit No. 2. as defined herein, notwithstanding the fact that Tract "C" is located in Unit No. 1 and that Tracts "A" and "B" are located in Unit No. 2. Tracts "A", "B" and "C" may not be sold or otherwise disposed of by the Association.

3.02. Annexation. Subject to the consent of the owner thereof, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of two-thirds (2/3) of the votes of Members of the Association. The annexation of land under this Article shall be accomplished by the recordation in the Public Records of Sarasota County, Florida, of a Declaration amendment describing the property being annexed and signed by the President and Secretary of the Association and by the owner of the property being annexed. Any such annexation shall be effective upon filing unless otherwise provided therein.

3.03. Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Areas to members of his family, tenants or social guests, subject to the provisions of this Declaration and the Articles of Incorporation, Bylaws and Rules of the Association.

3.04. No Waiver or Delegation of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges thereof by waiver or delegation of the use and enjoyment of the Common Areas or non-use thereof, or the abandonment of his Lot.

ARTICLE IV - EASEMENTS

4.01. Owners' Easements of Enjoyment to the Subdivision Property. Every Owner shall have a right and easement of access and enjoyment in and to Country Place, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure;

(b) The right of the Association to limit the number of guests/family/tenants of members and to limit the use of the Common Areas by members not in possession of a Lot;

(c) Rules governing use and enjoyment of the Subdivision Property;

(d) Restrictions contained on any and all plats of all or on any part of the Common Areas or restrictions recorded separately with respect to all or any part or parts of the Property;

(e) Zoning regulations relating to the Subdivision Property;

(f) The right of Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or other entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Areas to a government body or special tax district, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the vote of the Membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken;

(g) The right of Association to suspend an Owner's voting rights if the Owner is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association.

(h) The right of Association to suspend common area use rights if an Owner is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association or for a violation of the Declaration or the rules and regulations of the Association.

(i) Quiet enjoyment by all Owners.

4.02. Easements. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved for the Association over all utility and drainage easement areas shown on the Plat. Perpetual easements for the installation and maintenance of street lights are hereby reserved to the Association over the front five (5) feet of each lot and the side five (5) feet of each lot abutting a street. Perpetual easements for the installation and maintenance of a wall or

fence are also reserved over rear or side ten (10) feet of each lot abutting Sawyer Road or Beneva Road. The Association shall have the right to convey such easements and improvements constructed thereon on an exclusive or nonexclusive basis to any person, corporation, or governmental entity including the property owners' association. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, shall impose any obligation on the Association to maintain the utilities or improvements that may be located in, on, or under such easements, or which may be served by them. The Association may impose an obligation of maintenance upon an assignee or grantee in an assignment or conveyance of an easement and/or improvements. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, street lights, walls, fences or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the Association, public authority, or utility company is responsible. Upon reasonable notice to the Owner, the Association may enter upon a lot to access Association easements.

ARTICLE V - ASSESSMENTS

5.01. Method of Determining Assessments.

(a) **Budget.** The total anticipated Common Expenses for each calendar year shall be set forth in a budget adopted by the Board of Directors of the Association not later than thirty (30) days prior to the annual meeting held in the calendar year preceding the calendar year for which the budget is being adopted.

(b) **Determination of Assessments Against Units.** The calculation for the determination of the amount of Assessments against Lot shall be made by taking the total amount of expenses, including reserves and all other Common Expenses, for the year as determined by the budget and dividing that sum equally by the number of Lots which amount shall then be divided equally by the number of assessment periods as determined by the Board of Directors of the Association and/or as may be provided in the Bylaws.

5.02. **Special Assessments.** Special Assessments include those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Area or the costs incurred (whether in whole or in part) for reconstructing or replacing such improvements or for any other valid Common Expense which is not a recurring expense to the Association. Special Assessments may be levied by the Board and shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

5.03. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS.

(a) **Interest and Late Fee.** If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is first due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, such Owner shall pay to the Association interest at the highest rate permitted by law, on the amount owed to the Association from the date first due. The Association shall also charge a late fee in an amount which does not exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the past due sums if the Assessment is not paid within ten (10) days after same is first due.

(b) **Acceleration of Assessment.** In addition, if any Owner is in default in the payment of any Assessment or of any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association in advance Assessments for Common Expenses through the end of the fiscal year, based upon the then existing amount and frequency of Assessments for Common Expenses. 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 for Common Expenses, and/or all other Assessments and monies payable to the Association.

(c) **Collection.** In the event any Owner fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies. The Owner shall be liable to the Association for all attorneys' fees, costs and expenses incurred by the Association incident to the collection of any Assessments or other monies owed to it, and the enforcement and/or foreclosure of any lien for the same, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrances in order to preserve and protect the Association's lien. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to interest, late fees, costs, and attorneys' fees incurred incident to the collection of delinquent Assessments, and then to the Assessment payment first due.

(d) **Lien for Assessments and Monies Owed to Association.** The Association shall have a lien on the Lot of any Owner, for any unpaid Assessments (including Special Assessments or any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees and court costs incurred by the Association incident to the collection of the Assessments and other monies, or the filing or foreclosure of a claim of lien, and for all sums advanced and paid by the Association for taxes, maintenance and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien.

(e) **Release of Lien.** Upon payment in full of all sums due to the Association, the Association shall promptly record in the Public Records of Sarasota County, Florida, a satisfaction of claim of lien.

(f) **Transfer of Property After Assessment.** The Association's claim of lien shall not be affected by the sale or transfer of any Lot. In the event of a sale or transfer of the Lot, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, late fees, attorneys' fees and all other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

(g) **Subordination of the Lien to First Mortgages.** Unless otherwise provided by law, the lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a claim of lien by the Association. Unless otherwise provided by law, the sale or transfer of any Lot which is subject to such a first mortgage of an Institutional Lender, by the successful foreclosure of such first mortgage and the Institutional Lender taking title to the Lot at the foreclosure sale or by the Institutional Lender accepting a deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest, expenses or other monies owed to the Association which became due prior to such sale, transfer and deed in lieu thereof, unless a Claim of Lien for the same was recorded prior to the recording of the first mortgage, and neither the Institutional Lender, nor its successors or assigns, shall be responsible for said payments, but they shall be liable for any Assessments due after such sale, transfer or deed in lieu thereof. If the Association's lien or its right to any lien for any such Assessments, interest, expenses or other monies owed to the Association by any Owner is extinguished as aforesaid, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successor and assigns. Except as provided above for an Institutional Lenders holding first mortgages, the Association's claim of lien shall relate back to the recording of the original Declaration in the Public Records of Sarasota County, Florida. Notwithstanding anything to the contrary contained in this Article or by law, the liability of a first mortgagee, or its successor or assignee as subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lessor of the parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent of the of the original mortgage debt or as otherwise may be provided by law from time to time.

(h) **Certificate as to Unpaid Assessments or Default.** Upon request by any Owner or by any Institutional Lender holding a first mortgage encumbering any Lot, the Association shall, for a reasonable charge, as determined in the sole discretion of the Board of Directors, execute and deliver a written certificate as to whether or not such Owner is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration.

ARTICLE VI - DUTIES AND POWERS OF ASSOCIATION

6.01. General Duties and Powers of the Association. The Association shall have duties and powers enumerated herein, the Articles of Incorporation, the Bylaws and Chapters 617 and 720, Florida Statutes.

6.02. Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out the obligations set forth in this Declaration, the Articles and Bylaws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE VII - INSURANCE

The Association shall have the right to obtain such insurance as is deemed necessary from time to time to afford protection to the Association, including without limitation reasonable deductibles as deemed appropriate in the opinion of the Board.

ARTICLE VIII - ARCHITECTURE AND LANDSCAPING

8.01. Architectural Review Committee and Standards. For the purpose of carrying out the Architectural Review process, the Board may establish an Architectural Review Committee ("the ARC"), which shall have jurisdiction for reviewing the construction and installation of improvements on any portion of the Subdivision as provided herein. The ARC shall make recommendations to the Board for final approval/denial. The ARC shall consist of not less than three (3) nor more than seven (7) members. A member of the ARC may at the same time serve as a member of the Board. Architectural standards may be adopted by the Board. However, architectural standards adopted by the Board shall not be contrary to the provisions of this Declaration and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Subdivision. The ARC may recommend architectural standards for Board consideration.

8.02. Architectural Review Required. Architectural review shall be required in each of the following circumstances:

- (a) Whenever the Owner of a Lot proposes to construct any improvements thereto, including any material change, addition, or modification to the landscaping of a Lot that substantially alters the appearance of the Lot. For the purposes of this Article 8.02, the term construction shall include within its definition staking, clearing, excavation, grading, other site work or exterior alterations or modifications of existing improvements.
- (b) Whenever any exterior alteration or other exterior improvement to an existing Lot or Lots is proposed by an Owner.

- (c) Whenever any Owner or the Association proposes to maintain or repair a Lot or Lots in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and the Lots thereon.
- (d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.
- (e) For the purposes of this Article 8.02, any structure, including but not limited to buildings, roofs, fences, walls, walks, swimming pools, spas, patios, gazebos, decks, exterior lighting, flag poles, playground, sports equipment or any other structure, shall be deemed to be alterations or improvements subject to architectural review as provided herein.

8.03. Procedure. There shall be submitted to the ARC a written application setting forth plans (site, grading, landscape, floor, etc.), colors and materials samples, and other specifications for any activity for which review is required. Additionally, the Owner shall submit the identity of the individual or company intended to perform the work and a projected commencement and completion date. All contractors shall be properly licensed in the State of Florida and/or local governments, and must provide proof of insurance coverage for work done to Common Areas or to Association property.

8.03.1. The ARC or Board may request additional and supplementary information. The ARC shall, within twenty (20) days after receipt of a complete application, either recommend to the Board approval or disapproval, or approval in part and disapproval in part. The ARC shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. The Board shall then have fifteen (15) days upon receipt of the ARC recommendation to approve or disapprove, or approve in part and disapprove in part, the application. The Board shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. Reasonable deviations in the times provided herein shall not otherwise invalidate the Board's determination on the application. No work shall proceed except in compliance with this Declaration and architectural approval.

8.03.2. The proposed improvements will be approved if, in the opinion of the Board, (1) the improvements will be of an architectural style and of materials that are compatible with the other structures in the Property; (2) the improvements will not violate any restrictive covenant or encroach upon any easement or platted building setback lines; (3) the improvements will not result in the reduction in property value or use of adjacent property; (4) the improvement consists of quality workmanship and materials; and (5) the improvements will be substantially completed, including all cleanup, within six (6) months of the date of commencement (or twelve (12) months for the construction of a complete house). In the event that the Board fails to issue its written approval or disapproval of the proposed construction within thirty-five (35) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the Board's approval shall be deemed to have been granted without further action.

8.03.3. In the exercise of its discretion, the Board may require the Owner to provide assurances that the improvements will be completed in accordance with the approved plans. Such assurances may include the posting of a performance bond and/or a completion bond in favor of the Association, independent professional inspection reports or sworn progress reports. It is the intent that this Article 8.03.3 be limited to those instances wherein the proposed improvement or construction is substantial, such as a room addition or a home rebuild.

8.03.4. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article VIII to the same extent as if erected without prior approval of the Board. The Board, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation reasonable attorney's fees and costs and any other expenses or fees incurred in the prosecution thereof.

8.03.5. The Board of Directors of the Association shall have the right to grant variances to these restrictions as it may consider appropriate and desirable in a particular situation to prevent extreme hardship on any Owner.

8.03.6. The Association and ARC, and any officer, employee, director or member thereof, shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association or ARC, or any officer, employee, director or member thereof, to recover any such damages.

8.04. Rules and Regulations and Fees. The ARC may adopt reasonable rules to implement this Article 8. ARC rules shall be consistent with this Declaration.

8.05. Records. The ARC and Board shall maintain records of all its architectural review proceedings.

8.06. Address for Notice. Requests for approval or correspondence to the ARC shall be addressed to the Architectural Review Committee – The Homeowners' Association of Country Place, Inc. and mailed or delivered to the Association's official mailing address. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in a form satisfactory to the ARC.

8.07. Building Restrictions. All buildings or other structures, permanent or temporary as may be permitted herein, must be constructed, placed and maintained in conformity with setback lines shown on the recorded Plat or imposed by the governmental authorities.

8.07.1 Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot as shown in the Subdivision; except that more than one lot may be used for one dwelling, in which event all Restrictions shall apply to such lots as if they were a single lot.

8.07.2 Dwellings. No dwelling shall have a floor area of less than eighteen hundred (1800) square feet, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath" for the purpose of these Restrictions, shall be deemed to be a room containing at least one shower or tub, and a toilet and wash basin. All Lots shall have at least a two (2) car garage which shall be attached to and made part of the dwelling. Garage doors shall be operated by an electric door opener. No garage shall be used or converted into a kitchen, bathroom, bedroom, study, den, office, living room, or other similar type of room. No dwelling shall have aluminum siding or exceed twenty-five (25) feet in height. All dwellings shall be constructed with a concrete, paver, or asphalt driveway with a minimum width of sixteen (16) feet at the entrance of the garages and sodded front, side and rear lawns. Each Lot shall be sodded or landscaped as provided herein not later than thirty (30) days following completion of construction or reconstruction of a dwelling on the Lot, in accordance with a landscape plan submitted to the ARC and approved as provided in Article VIII. Gravel may not be substituted for sodded lawns. Lawns shall remain sodded except as otherwise provided herein. Each Lot shall install and maintain an underground irrigation system capable of watering regularly and sufficiently all lawn and plant areas of the lot. The plan for the irrigation system and specifications for the irrigation equipment, including any material modifications thereto shall be approved as required in Article VIII.

8.07.3 Other Structures. Any structure erected or placed upon a lot in the Subdivision must be in compliance with all applicable zoning regulations and these Restrictions, including but not limited to Article VIII. No structure shall be erected or placed on a lot nearer than twenty-five (25) feet from a front lot line, nearer than twenty-five (25) feet from a side street inside gutter edge, nearer than ten (10) feet from a side lot line, nor nearer than twenty (20) feet from a rear lot line; provided that a swimming pool, its decking and enclosure may be erected or placed up to ten (10) feet from a rear lot line or side lot line. Distances are from the outer edge of the overhangs. A swimming pool may not be located in the front yard of any lot nor within thirty (30) feet of a side street inside gutter edge. No structure of a temporary character, including, without limiting the generality thereof, any trailer, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot or street at any time as a residence or for any other purpose, either temporarily or permanently.

8.07.4 Fences, Walls, Enclosures and Hedges. No fence, wall, enclosure or hedges shall be erected, planted or maintained on any Lot unless first approved in accordance with this Article VIII and as provided below:

(a) A wall, hedge, fence, or other enclosure of any kind not to exceed six (6) feet in height may be constructed, grown or maintained when: i) surrounding the immediate perimeter (within 12 inches) of a terrace, patio, pool or pool decking; ii) attached to, or adjoining the dwelling

house at both ends and iii) located within the front, side and rear building setback lines of such lot. For clarification, this restriction does not apply to completely enclosed screen areas (e.g. screened pool cages) that are also attached to the dwelling house and that enclose a terrace, patio, or pool.

(b) No wall, hedge, fence, or other enclosure of any kind shall be constructed, grown, or maintained which is located between the street and front setback lines of such lot.

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

(d) No wall, hedge, fence or other enclosure of any kind shall be constructed, grown or maintained which is over a height of five (5) feet where such wall, hedge, fence or other enclosure is located along the back lot line of such lot.

(e) Fences shall be made of suitable materials as may be determined by the Board pursuant to adopted specifications. Fences shall be constructed so that there is a "finished" side to adjoining properties.

(f) The provisions of this Article 8.07.4 shall not apply to any wall or fence built or to be maintained by the Association on lots adjacent to Sawyer Road, Beneva Road, or the outside parameters of the Subdivision which may vary from the provisions set forth.

8.07.5 Roofs. The roof pitch on pitched roofs shall not be less than 4:12. Flat roofs and pergolas shall be permitted over porches, patios and terraces. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, slate, concrete, galvanized aluminum, or not less than 300 pound asphalt shingles. Other materials may be used only with the prior written approval of the Board.

8.8. Prohibition against Further Subdivision. The Lots shall not be further subdivided so as to create additional Lots, tracts or parcels for uses permitted herein, it being the intent of this Declaration that the property shall at all times be limited to that number of Lots shown as separate Lots on the plat of the Subdivision.

ARTICLE IX - USE RESTRICTIONS

9.01. Single Family Use. Lot shall be used exclusively as a single-family residential use. For purposes of this Declaration, "single family" shall mean occupancy by a single housekeeping unit composed of one (1) person; up to three (3) people no matter how related; or four (4) or more people all of whom are related to each other by blood, marriage, legal custodian, or legal designee of a parent of a minor child temporarily residing within a dwelling. It is the intention of this restriction to prohibit occupancy of a dwelling by more than three (3) unrelated persons. Nothing

herein shall be applied or construed to permit discrimination under Federal or Florida Fair Housing Laws.

9.02. Nuisances. No noxious or offensive activity shall be allowed to occur upon or within any Lot or residential unit, nor shall anything be done or placed thereon which may be or becomes a nuisance or causes unreasonable embarrassment, disturbance or annoyance to any other Owner or unreasonable interference with his enjoyment of his own Lot, living unit or the Common Areas, or has the potential of having an adverse impact on the economic value of other properties including, but not limited to, unsightly objects, items or yard displays.

9.03. Unlawful and Commercial Use of Property. No unlawful, improper or immoral use shall be made of any property in the Subdivision. No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale or lease. No adult congregating facility, child care center, community residential home, family day-care home, as such terms are defined in the Sarasota County Zoning Ordinance, or similar use shall be made of any dwelling in the Subdivision; nor shall anything be done on any lot which may become a nuisance of unreasonable annoyance to the neighborhood.

9.04. Signs. No sign, billboard, advertisement or emblem of any kind may be kept, erected or placed upon any Lot or mounted, painted or attached to any dwelling, fence or other improvement upon such Lot so as to be visible from public view or mounted on or in any vehicle or trailer parked or driven in the Subdivision or carried by any person or by any other means displayed within the Subdivision, except that an Owner may: a) erect one (1) sign on his Lot which shall not exceed 24" x 24" in area, fastened only to a stake in the ground and extending not more than four (4) feet above the surface of the ground advertising the property for sale; b) erect a security service sign of reasonable size within ten (10) feet of any entrance to the dwelling; c) install a maximum of three (3) temporary event signs (i.e. parties, yard/estate sales), which such temporary signs shall not be displayed for more than seventy-two (72) hours; or 4) erect and maintain any sign required by County ordinance.

9.05. Vehicle Parking; Generally. No vehicle owned, operated, or controlled by an Owner, tenant, or permanent occupant of a dwelling shall be parked in the Subdivision except on a paved driveway, or inside a garage. Guests of an Owner, tenant or permanent occupant may park on a paved driveway, inside a garage or on the street. The parking of vehicles on grass, landscaped or lawn areas, and sidewalks in the Subdivision shall be prohibited. No trucks, pick-up trucks, tractors, service vehicles, work vans, commercial vehicles or trailers, other than those present on business, may be parked in the Subdivision unless inside a garage and concealed from public view. No boats, trailers, campers, motorcycles, recreational vehicles or any vehicle not in operable condition and/or validly licensed shall be permitted to park in the Subdivision unless 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. The Board shall have the sole authority to determine from time to time whether a vehicle is operable and/or properly licensed. If not operable and/or properly

licensed, the vehicle shall be removed and/or otherwise brought into compliance with this paragraph within ten (10) days of notice by the Association of the violation.

For purposes of this paragraph, any vehicle with commercial language affixed to the exterior of the vehicle or commercial advertising displayed on or from within the vehicle shall be deemed to be a "commercial vehicle" or "service vehicle"; however, the lack of such commercial language or commercial advertising shall not be determinative as to whether a vehicle is in fact a "commercial vehicle" or "service vehicle".

For the purpose of this Article, "truck(s)" or "pick-up truck(s)" shall mean a vehicle manufactured, designed, marketed or used primarily for transporting goods of any nature or designated as a truck by the manufacturer. Vehicles designated as a "Sport Utility Vehicle" by the vehicle's manufacturer are not considered a truck for the purposes of this Article so long as the vehicle's interior cab completely encloses the total length of the vehicle and leaves no exposed "truck bed" commonly used for loading of materials or other such purposes normally associated with "trucks" or "pick-up trucks".

9.06. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or having custody of an animal shall allow it to stray or go upon another Lot without the consent of the owner of such Lot. All dogs shall be leashed when not: 1) inside a dwelling, or 2) within a completely fenced area of a Lot. No animal shall be left tethered or tied on a Lot. Electric fences are not considered fences within the meaning and intent of this Article 9.06. Each person owning or having custody of an animal shall use a proper receptacle to clean up after the animal when walking or running in the neighborhood.

9.07. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground or as storage for rubbish, grass clippings, garden supplies, materials or household items. Trash, garbage or other waste shall not be kept on a Lot, except in sanitary containers which shall be hidden from view at all times except that a container may be placed by the roadway for pickup no more than twenty-four (24) hours prior to collection and shall be removed and hidden from view by midnight on the day of collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9.08. Mailboxes. Mailboxes shall be constructed as shown on **Exhibit "B"** attached hereto and made a part hereof. However, the Board may approve other designs which are uniform throughout the Subdivision. Owners shall be responsible for the maintenance, repair or replacement of the mailbox serving the lot.

9.09. Air Conditioning Units and other Mechanical Equipment. No window or wall air conditioning units shall be permitted on any lot. Compressors and fans for central air conditioning systems, pool/spa equipment, water treatment equipment, rain barrels, or any other mechanical

equipment or system, which are located outside the exterior of a building shall be walled, fenced or landscaped from view.

9.10. Clotheslines. Clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be walled or fenced so that the clothes cannot be seen from any adjacent lots or from the street. These walls or fences, subject to approval as provided in Article VIII herein, must be attached to or adjoin the dwelling house, are not to exceed six (6) feet in height and must be located within the setback lines.

9.11. Commercial, Trade, Business or Non-residential Uses. Commercial, Trade, Business or other non-residential uses shall be prohibited within the Subdivision. Additionally, solicitation shall be prohibited in the Subdivision.

9.12. Tracts "A", "B" and "C". Except with the prior written permission of the Board, no person shall trim, cut, use as a dumping ground, or in any other way destroy or modify the natural conditions of Tracts "A", "B", and "C" as shown on the Subdivision plats.

9.13. Dwelling, Improvement, Yard and Lawn Maintenance. The maintenance and repair of all dwellings, improvements, yards, and lawns shall be as follows:

(a) Dwelling and Improvement Maintenance and Repair. All dwellings and other improvements on a Lot shall be maintained in a well-kept, neat and clean appearance and shall be fully functional at all times. Dwellings and other improvements shall be free of: 1) chipped, peeling and faded paint; 2) mold and mildew; and 3) any other deteriorated condition which is an unreasonable annoyance or disturbance to other Owners or which in the Board of Director's determination impairs home values.

(b) Yard and Lawn Maintenance and Repair. All improved Lots shall be sodded with turf grass or other suitable groundcover approved by the ARC, which may include Florida Friendly Landscaping. Lot Owners shall maintain in good condition and repair and in an attractive manner: 1) all landscaping, including but not limited to, grass [not to exceed six (6) inches in height], trees, shrubs, bushes, bedding plants, landscaping materials, and similar improvements; 2) driveways and 3) walkways. Except as otherwise provided herein, no refuse piles or dead vegetation shall be kept, stored, or maintained on a Lot.

For the purposes herein, the phrase "maintenance in a good condition and repair and in an attractive manner" shall mean keeping all portions of the Lot, lawn, and plantings: 1) free of unsightly objects/rubbish, invasive infestations, and dead spots; 2) routinely trimmed, cut, edged, and pruned; 3) routinely watered and fertilized; and 4) treated for weeds.

9.14. Solar Energy Devices. An Owner may erect or maintain solar collector panels or other solar energy devices or equipment upon any Lot with the prior written notification of the ARC and in accordance with any adopted location and screening specifications, which such specifications shall

be consistent with local, state and federal law providing for the use and installation of solar collector panels and other energy devices or equipment.

9.15. Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors.

9.16. Exterior Holiday Decorations. Lights or decorations may be erected on the exterior of dwelling and on a Lot in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the dwelling or Lot which are part of the original construction or have been properly approved as permanent improvements by the Board shall be removed within fifteen (15) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year and shall be removed by January 21st. For other holidays, decorations or lights may not be displayed more than two (2) weeks in advance of the holiday.

9.17. Antennae/Satellite Dish. There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring dwelling houses. However, with notice to the ARC, a permitted satellite television antenna or satellite dish which is (a) no larger than 1 meter in diameter, (b) placed on the ground, on a post no higher than five (5) feet, or mounted on the house, and located either on the side of the residential house or in the back of a residential house, (c) screened by a hedge, fence or other screening material or paint which is approved by the Board, (d) compatible with the residential character and appearance of the subdivision, (e) in compliance with such other written specifications that the Board may promulgate in writing from time to time, and (f) in compliance with this Declaration may be installed on a residential lot. It is the intent of this provision that to the extent permitted by law that no satellite dish be installed so as to be seen from any roadway. This restriction will not be enforced if it (i) unreasonably delays or prevents installation, maintenance or use of a protected antenna, as defined hereafter; (ii) unreasonably increases the cost of installation, maintenance or use of such antenna or (iii) precludes reception of an acceptable quality signal. A permitted satellite television antenna or satellite dish is one designed to receive broadcast satellite service, direct to home satellite services, distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services and that is one meter or less in diameter or diagonal measurement, or an antenna that is designed to receive a television broadcast signal.

9.18. Games and Accessory Structures. Except for basketball hoops/goals, all other play equipment and play structures (i.e. swing sets, play houses, trampolines and similar play type structures and equipment), whether fixed or portable, shall be located at the rear of the dwelling and shall be subject to Board approval. BBQ grills, firepits, picnic tables shall be located at the rear of the lot. Tents may be erected on a short term basis (not more than seven (7) consecutive days or

more than thirty (30) days in any twelve (12) month period) with prior notification to the Board, provided such tent is entirely out of view of the street.

9.19. Hurricane Shutters. Temporary hurricane or storm protection may be installed when the Subdivision is under a threat of an impending hurricane or tropical storm and must be removed not later than fourteen (14) days after passage of the threat. Permanently installed protection must be approved in accordance with Article VIII prior to installation, be architecturally compatible with the house design and color and be as inconspicuous as possible. The Board may adopt permitted styles and hurricane protection specifications. Any protection deployed longer than twenty-one (21) days shall be deemed to be permanently installed.

9.20. Rules and Regulations. The Board of Directors may promulgate Rules in the furtherance of the implementation of any provision of this Declaration of Restrictions and to govern the use of the Common Areas and Lots consistent with the provisions of this Declaration of Restrictions. Any amendment to such Rules shall be distributed to the Owners as soon as administratively practical but in no event not less than annually.

9.21. Lease of a Dwelling. No dwelling or Lot shall be leased or rented for a term of less than allowed by County code. A copy of each lease shall be provided to the Association along with a completed Notice of Intent to Lease as adopted by the Board from time to time. The Owner shall provide the lessee a copy of the Declaration and the Association's Rules and Regulations. The sublease of a dwelling shall be prohibited. All adult lessees shall sign the following Non-homeowner Compliance Statement on a form adopted by the Board: "I/We, the undersigned lessee(s)/non-owner(s) have received a copy of the current Declaration and Association Rules and Regulations. I/We have read them and agree to live by their provisions while residing in Country Place." It is the responsibility of the Owner to see that the fully executed Non-homeowner Compliance Statement is delivered to the Board of Directors within ten (10) days of occupancy. The Owner shall notify the Board of Directors of all changes in occupancy, including when the dwelling becomes vacant. In all cases, Owners shall be responsible for any tenant violations.

9.22. Garage Doors. Garage doors shall remain fully closed at all times except when in active use or for immediate ingress or egress. The Board shall be permitted to define the term active use.

9.23. New Owner Documents. Prior to the purchase of a Lot, the prospective purchasers shall provide the Association an executed Acknowledgment of Receipt and Understanding of the Governing Documents, acknowledging receipt, review and understanding the governing documents of the Association. In addition, the Board may maintain a New Owner Welcoming Committee for the purpose of acquainting new owners with the Subdivision's governing documents.

ARTICLE X - REPAIR AND MAINTENANCE

10.01. Repair and Maintenance by the Association. The Association shall own, operate and maintain all Common Areas in a first class condition, subject to normal wear and tear, depreciation, and the elements. Maintenance of the Common Areas shall include periodic inspection and preventive maintenance for the improvements and facilities owned by the Association.

10.02. Repair and Maintenance by Owner. Each Owner shall be exclusively responsible for performance of all maintenance obligations for their Lot and dwelling that is not specifically assumed by the Association pursuant to this Declaration including, without limitation the maintenance, repair and replacement of all exterior elements of the dwelling in a first class condition, including, but not limited to, the roof, paint, garage doors, entry/exit doors, window screens, all glass surfaces and windows, pools, pool cages, porch/patio/lanai ceilings and structural components of all covered areas and any other improvements constructed, installed or erected upon the Lot that are not specifically described in this Article. Additionally, Owners shall be responsible for promptly repairing or replacing the dwelling and all improvements upon a lot in the event of destruction.

10.03. Alterations, Additions or Improvements by Owner. As required by Article VIII, written consent shall be obtained prior to making any Lot or dwelling alterations, additions, or improvements.

10.04. Additional Maintenance Standards. The Board may, from time to time adopt and promulgate additional reasonable maintenance standards, so long as such standards are not contrary to the provisions of this Declaration.

10.05. Right of Association to Maintain. If an Owner has failed or refused to maintain or repair his Lot or the improvements thereon as required by this Declaration, then after notice as herein provided the Association may perform such maintenance and make such repairs that the Owner has failed or refused to perform and make. The Association may not enter into the living areas of homes for any purpose. This Article 10.05 shall not preclude the Association from utilizing any other remedy permitted by state law or its governing documents. All costs of such maintenance or repairs shall be assessed to the particular Owner and his Lot as a Special Assessment collectable in the same manner as an assessment. Until so collected such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated uniform standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to be taken to correct the deficiency. If the Owner does not correct such deficiency within the time specified in such notice, then the Board may have such maintenance or repairs performed at the Owner's expense and all such maintenance or repairs made by the Association, other than emergency repairs, shall take place only during daylight hours Monday through Saturday, excluding holidays.

ARTICLE XI - AMENDMENT

Amendments to this Declaration shall be proposed and adopted in the following manner:

11.01. Proposal. A proposal for any amendment to this Declaration may be made by the Board of Directors or upon the written request of not less than twenty-five (25%) percent of the voting interests of the Association. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.

11.02. Approval. This Declaration may be amended only by the affirmative vote of not less than two-thirds (2/3rds) of the membership voting in person or by proxy.

11.03. Limitation and Recording. No amendment shall make any changes in the qualifications for membership or in the voting rights or property rights of Members, without approval in writing by all Members so affected. A copy of each amendment shall be recorded in the Public Records along with a Certificate of Amendment.

ARTICLE XII - ENFORCEMENT

12.01. Independent Covenant. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions, shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

12.02. Enforcement. This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or by any Owner, their respective legal representatives, heirs, successors, and assigns. The Association shall have the duty to enforce and require compliance of the provisions of this Declaration, the Articles of Incorporation, Bylaws and any Rules authorized hereby against Owners, their tenants and guests on behalf of the Association membership. Enforcement shall be by proceedings for injunctive relief, declaratory relief and/or damages. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs. The Association may also charge a Lot for any reasonable attorneys' fees and costs incurred in obtaining compliance by the Owner or tenant thereof and that charge shall be payable and collectible in the same manner as an assessment by the Association as provided in the Declaration. A fine may become a lien as permitted by law. The failure to enforce any provision of this Declaration or Rules shall in no event be deemed a waiver of the right to enforce. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

12.03. Election of Remedies. All rights, remedies and privileges granted to the Association hereunder, by any other Governing document, or by law, shall be deemed to be cumulative and the

exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Association documents.

XIII- MISCELLANEOUS

13.01. Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration, Articles of Incorporation, the Bylaws and the Rules and Regulations to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding.

13.02. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

13.03. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Subdivision.

13.04. Condemnation. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event that the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for any other reason, any remaining funds may be applied towards future assessments on a pro-rata basis.