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"LAUREL WOODLANDS"

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, PAUL D. BEITLICH, individually and as Trustee under that land trust agreement dated February 17, 1986, as amended, known as Land Trust #PB-1, the record titleholder (hereinafter the "Developer"), being the legal owner of that residential subdivision known as LAUREL WOODLANDS, located in Sarasota County, Florida, the legal description of which is as follows: A parcel of land lying in Section 30, Township 38 South, Range 19 East, Sarasota County, Florida, as per plat thereof recorded in Plat Book 31, Pages 424-425 more particularly described as follows:

Information in parenthesis in the following description refers to calls recited in D.B 281, Page 585; O.R. 92, Page 129, and O.R. 791, Page 452.

Commence at the S.W. corner of the S.E. 1/4 of Section 30, Twp. 38 South Rge. 19 East for a Point of Beginning. Thence N. 00° - 39'-06"W (North) along the west line of said S.E. 1/4 of Section 30, 1877.06' (1876.2') to a concrete monument located on the boundary line of Sorrento Woods Unit 2 recorded in P.B. 29, Pg. 41, Public Records of Sarasota County, Florida; thence along said boundary line N 89°-22'-34"E, 221.12' (East, 222') to a concrete monument; thence continue along said boundary line, S 55°-57'-05"E, 943.86' (S 55°-01'_, 947.08') to a concrete monument on the west boundary line of Sorrento Woods Unit 1 recorded in P.B. 29, Pg. 11, Public Records of Sarasota County, Florida; thence along said west boundary the following 3 courses: S 0°-41'-13"E, 1000.57' (South) to a concrete monument; N 88°-28'-20"E, 175.11' (East, 175') to a concrete monument; S 0°-40'-36"E, 466.22' (South) to a concrete monument on the Northerly right of way of Laurel Road, a 100' county R/W as per O.R. 419, Pg. 42; thence along said R/W N 87°-20'-42"W, 35.92' to the P.C. of a curve to the right having a Radius of 5679.65' and a central angle of 2°-27'-50"; thence along the arc of said curve, 244.24' to the end of said curve; thence N 84°-52'-51"W, 898.25' to an intersection with aforementioned west line of the S.E. 1/4 of Sec. 30; thence N 0°-39'-06"W along said west line, 12.77' to the Point of Beginning. Lying and being in Sec. 30 and 31, Twp. 38 South, Rge. 19 East, Sarasota County, Florida and containing 41.48 Acres more or less (hereinafter "LAUREL WOODLANDS").

makes the following Declaration of Restrictions covering the above-described real property. These Restrictions shall consti-

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tute a covenant running with the land and these Restrictions, during their effective term, shall be a benefit and burden upon every Homesite in LAUREL WOODLANDS, and shall be for the benefit of and a binding limitation upon and enforceable by all subsequent owners of subdivided portions of the property above described, their heirs, personal representatives, successors and assigns.

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It is hereby the intent of the Developer to create a common scheme of development for LAUREL WOODLANDS in order to insure the symmetry and beauty of the subdivision as a residential neighborhood. All of these Restrictions are deemed reasonable and enforceable by the Developer as of this date.

ARTICLE I

BUILDING RESTRICTIONS

1.1. Single Family Residential Use. The Homesites subject to this Declaration may be used for residential single-family homes (inclusive of "in-law quarters") and for no other purpose. No business or commercial building may be erected on any Homesite, and no business may be conducted on any part thereof, except that Developer may construct a sales office and/or model homes on any lot(s) that it so designates and may conduct therefrom a commercial real estate brokerage activity provided the same is limited to lots and improvements thereon located. No building or other improvement shall be erected upon any Homesite without prior approval thereof as elsewhere herein provided. As outlined in Paragraph 2.3 below, no Homesite shall be divided, subdivided or reduced in size unless (a) each divided or subdivided portion thereof is consolidated with one or more contiguous Homesites under one ownership, and (b) with the consent of the Developer during its ownership of any Homesite or other Property within LAUREL WOODLANDS. No Homesite shall be subdivided so as to result in a decrease in buildable space on any Homesite. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site which is less than one (1) full platted Homesite according to the recorded Plat of LAUREL WOODLANDS as recorded in Public Records of Sarasota County, Florida, or as any Homesite is depicted on any subsequent plat of any portion of the Property.

1.2. Building Area. One lot, as shown on the plat of LAUREL WOODLANDS shall be the minimum building area upon which a single family residence may be constructed.

1.3. Use, Size and Height. Homesite shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use with the exception of one or more sales display models utilized by the Developer. The ground floor area of the main dwelling shall not be less than 1,600 square feet for a one story residence, exclusive of garage, walks, caged-in areas, porches and patio areas, nor less than 1,600 square feet for a two story residence with a total of not less than 2,800 square feet for both floors combined, exclusive of garage, walks, cage-in areas, porches, and

patio areas. The height of any building shall be not more than two full stories above street level.

1.4. Nuisance. No Property Owner will do or permit to be done any act upon his Property which may be or is or may become a nuisance to, or shall destroy the quiet enjoyment of any Homesite, Common Area, or easement areas, other Property Owner residents or users of LAUREL WOODLANDS, including excessive noises, noises from lawnmowers and other equipment before 8:00 A.M. on any day, and the barking of dogs or noises of other pets.

1.5. Pets. No animals, birds, or fowl shall be kept or maintained on any part of the Property except dogs, cats, and birds which may be kept thereon in reasonable numbers (not to exceed three) as pets for the pleasure and use of the resident but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Owner's premises and must not become a nuisance to other residents, Property Owners or guests by barking, running about or other acts.

1.6. Drying Yards. Clothes lines or drying yards shall be so located and landscaped as not to be visible from off premises.

1.7. Vehicles. No trailers, campers, go carts, or habitable motor vehicles of any nature shall be allowed on any part of the Property except as may be present from time-to-time as a result of temporary guests or visitors. No bicycles, tricycles, trucks, boats or vans of any nature shall be parked overnight on any Homesite except in an enclosed garage. No junk, wrecked or unlicensed vehicles shall be permitted to be kept on the Property.

1.8. Water Supply. No individual water supply system shall be permitted. Each Homesite shall connect to the common potable drinking water system as provided by Sorrento Utilities Inc., its successor or assigns and to the common irrigation system of LAUREL WOODLANDS; if provided.

1.9. Sewage. Property Owners of LAUREL WOODLANDS must use the Sorrento Utilities, Inc. system, as the sole means of sewage disposal and pay all charges as promulgated by Sorrento Utilities, Inc., its successors, and assigns.

1.10. Septic Tanks. No septic tank shall be allowed on any Homesite.

1.11. Homesite Maintenance. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, including vacant Homesites. No rubbish, refuse or garbage shall be allowed to accumulate, and no fire hazards shall exist. All refuse and trash containers, water softening equipment, and other similar items must be underground or hidden from view of all neighborhood Homesites or parcels either by a hedge, or by a wall or fence architecturally attached to the dwelling structure as provided above. Bottled gas tanks, other than those used for common gas grills, shall be buried underground. The owners of all Homesites and parcels shall provide sanitary disposal containers for all garbage and rubbish. Such containers shall be either underground or fully enclosed in a concrete or fenced area attached to and in architectural conformity with the dwelling. All Homesites must be kept continuously mowed and groomed. The Developer or the Association may cause the clean-up and maintenance of any Homesite in violation of this section at the expense of the Owner and shall have lien rights against the Homesite for all costs and expenses associated with such clean-up in the same manner as provided herein. Trimmings and grass clippings shall be properly disposed of and shall not be dumped

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or spread on any properties within LAUREL WOODLANDS.

1.12. Lot Grading. Floor level shall be set sufficiently above street grade to provide proper drainage of the respective Homesites and parcels and no filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every Homesite by the respective owners, and side line swales shall be planned and maintained to prevent standing water. All proposed plans or grading of Homesites or parcels shall first be submitted to and approved by the Developer or Developer's designated agent in writing in the manner provided for approval of building plans set forth below.

1.13. Elevation. No changes in the elevation or drainage characteristics of the land shall be made on any Homesite without the prior written approval of the Developer, the Sarasota County Engineer and the Southwest Florida Management District, nor shall any fill be used to extend the Property beyond the lot line of any waterfront Property.

1.14. Parking. Each Owner shall provide garage space for parking at least two (2) but not more than three (3) automobiles off the street within an enclosed garage. No vehicle shall remain parked on the street, except for those owned by temporary guests and visitors.

1.15. Exterior Maintenance. The exterior of all buildings and the grounds shall be maintained in accordance with these Restrictions and any rules and regulations as may be adopted by the LAUREL WOODLANDS Association of Homeowners, Inc.

1.16. Multiple Use. No home or Homesite shall be purchased, sold, used or operated so as to constitute or create a condominium or timeshare estate or unit.

1.17. Developer or Association Property. No Owner shall erect or cause to be erected any structure on or within property owned by the Developer or by the Association. No Owner shall remove or install, or cause to be removed or installed any landscaping materials or vegetation within property owned by the Developer or the Association without the prior written consent of Developer.

1.18. Street Easement. All land in any platted street has and is hereby reserved as an easement for utilities, drainage and access as shown on the recorded plat and full rights of ingress and egress for the Developer, the Association, all Owners, Secured Lenders, public safety vehicles and personnel and any authorized agents, guests, employees or assigns of any of the foregoing for the purpose of ingress and egress and for the purpose of installing and/or servicing the streets, utilities and drains for which the easements are reserved.

1.19. Street Easement Improvements. No structure, including walls, fences, paving or planting, shall be erected upon any part of the Property which will interfere with the rights of ingress and egress provided herein.

1.20. Utility Easements on Homesites. Developer hereby reserves for itself, its successors or assigns a utility easement around the perimeter of the property lines of each Homesite and parcel in the subdivision, excluding lot lines bordering dedicated streets, such easement having a width of 8 feet along each rear lot line and 5 feet along each side lot line measured at right angles to and within the property lines of each such Homesite or parcel. Each such easement area may be entered upon, improved, used and occupied for purposes of installing and maintaining public utilities as Developer or Public Utility Companies approved by or succeeding to Developer deem necessary for ser-

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vicining LAUREL WOODLANDS and Homesites and parcels contained therein. Any permitted wall, fences, paving, planting or other improvements placed on such easement by the owner of the property on which the easement lies shall be removed, if required, by the Developer, its successors or assigns at the expense of such Owner. Where a dwelling house is built on a parcel consisting of more than one platted Homesite, the said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original lot line lying within said parcel.

1.21. Platted Easements. All land in any platted utility easement is hereby reserved as an easement for utilities, drainage and access as shown on the recorded plat and full rights of ingress and egress for the Developer, the Association, and any utility companies servicing the Property and any authorized agents or employees of any of the foregoing for the purpose of installing or servicing utilities and drains for which the easements are reserved. Any wall, fences, paving, planting or other improvements placed on such easements by the Owner of the Homesite on which the easement lies shall be removed, if required by the Developer or the Association or their successors and assigns at the expense of such Owner.

1.22. Conduit. No lines, wires, pipes or utility service of any type shall be constructed, placed or permitted to be maintained upon any Homesite unless the same shall be installed in appropriate conduit underground.

1.23. Temporary Structures. No temporary or permanent structures or outbuildings of any type shall be permitted or maintained upon any Homesite, including metal or wood sheds, trailers, tents, barns or other detached storage structures, except temporary structures or outbuildings used in connection with the construction of dwelling houses and as permitted by Developer.

1.24. Garage Doors. Garage doors shall be kept closed, or screened at all times except when persons or vehicles are entering or exiting the garage.

1.25. View Protection. The Developer reserves the right to reasonably restrict the placement of landscaping, walls or other impediments to the enjoyment of views from and of adjoining Common Areas, other Homesites or Developer Property.

1.26. Special Hazards. Each Owner accepts and assumes all the risks and hazards of ownership or occupancy attendant to the ownership of such dwelling, including but not limited to its proximity to any recreational facility or Common Area.

1.27. Traffic Regulations. Traffic regulations on all roads and streets within the Subdivision will be enforced under the provisions of the Florida Uniform Act for Regulating traffic to private roads. A speed limit of 20 MPH is established on all roads and streets and all traffic control signs, including but not limited to speed limit, stop directional and "no parking" signs will be enforced. The Developer and the Association shall have the right to adopt and enforce such traffic regulations as may be deemed necessary from time to time.

1.28. Encroachments. No Owner or individual shall alter in any way any Common Area except with the written permission of the Developer or the Association, the Sarasota County Engineer, and the Southwest Florida Water Management District, provided that such activity is required for the benefit of the Association, LAUREL WOODLANDS as a whole, or Property Owners.

1.29. Plan Approval. In order to insure that the homes in LAUREL WOODLANDS will preserve a uniformly high standard of construction and appearance, no building, wall structure, fence

or other additions or improvements shall be constructed, placed or remain on any Homestead, unless and until the plans and working drawings, specifications, elevations, and the plot plans showing the location of buildings, walls, fences, driveways, property lines and the setbacks therefor have been submitted to and approved by the Developer. Each set of plans submitted shall be accompanied with a nonrefundable \$100.00 review fee, payable to the Developer. Disapproval of plans, specifications, elevations, or plot plans may be for any reason in the absolute, sole, and uncontrolled discretion of Developer. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. In the event Developer fails to approve or disapprove such construction plans, specifications, elevations and plot plans within twenty (20) days after the same have been submitted, approval will not be required and this provision shall be deemed to have been fully complied with. The Developer shall have the authority to promulgate such rules, regulations and guidelines as it deems necessary to carry out the provisions and intent of this paragraph.

Also, all Homesteads will require a front sidewalk to be constructed by each Owner's homebuilder at the time the residential structure is placed on the Homestead pursuant to specifications to be provided by Developer.

1.30. Homesite Setback Requirements.

A. No part of any building may project closer than 25 feet from the right-of-way of any contiguous street, closer than 8 feet from any side lot line (provided that in no case shall the combined side yards be less than 18 feet), nor closer than twenty (20) feet from any rear lot line, except that screened pool cages and pool decks may extend to within fifteen (15) feet of the rear lot line.

B. No part of any building, including pool cages and decks, located immediately adjacent to a body of water including a bay, canal, waterway, lake, pond, basin or drainage ditch shall be closer than twenty (20) feet from any rear lot line.

C. Overhangs of buildings shall not extend more than 3 feet into the setback areas.

1.31. Wells. No wells may be drilled except for those used solely for swimming pool/irrigation purposes.

1.32. Roof Materials. No roof may be constructed with other than slate, wood shingles, ceramic, clay or cement tile.

1.33. Construction. Every residential structure, including exterior wall finish, must be completed within six (6) months from the time of beginning of construction.

1.34. Landscaping. Each Homestead, after the construction of a residence thereon, shall be landscaped and the driveways shall be completed not later than thirty (30) days after construction of the residence has been completed. Landscaping shall extend over the entire Homestead except that no landscaping shall be installed or existing vegetative growth disturbed in contravention of the Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code, recorded in Official Records Book 1459, Page 721, Public Records of Sarasota County, Florida.

1.35. Driveways. No parking strips are to be constructed off the street that do not form a part of the driveway. All driveways and parking strips shall be paved with a concrete or brick material within one (1) month after completion of each residence.

1.36. Signs. No "For Sale" signs or any other signs are permitted to be erected or maintained on any vacant Homesites. A "For Sale" or "For Rent" sign not to exceed four (4) square feet may be erected or maintained on any improved resale Homesite. During the construction of improvements on a Homesite, a sign not to exceed four (4) square feet may be erected by the general contractor, stating the name of the general contractor's business and information pertaining to the construction in progress. Provided, however, that nothing herein contained shall prevent the Developer from causing sales, marketing, directional and identification signs to be erected.

1.37. Front Fences. No fences, other enclosures of any kind, nor hedges over three (3) feet in height shall be maintained between the street and the front setback line of any Homesite.

1.38. Fences. Height and Placement. No fences shall be constructed over four (4) feet in height, and no hedges shall be allowed to grow to over six (6) feet in height. Hedges must be planted two (2) feet inside the lot lines. No fence shall be constructed within ten (10) inches of the side lot lines and rear lot lines. No chain link or wire mesh fences shall be permitted. All fences installed must allow for air passage through the fence.

1.39. Trees. No Australian pine or Brazilian Pepper or Punk (Melaleuca) trees are to be planted, cultivated or maintained except as required by the Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code mentioned above.

1.40. Seawalls. No seawalls shall be built.

1.41. Antennas. No radio and/or television antennas or satellite dishes may be erected by an owner on any Homesite or Common Area.

1.42. Bodies of Water. In the event that there exists or Developer creates any bays, waterways, canals, boat basins, lakes or ponds in the Subdivision, all owners of property in the Subdivision and their invitees are hereby granted the right and license to use the same for such private and recreational purposes as are permitted by law and as do not interfere with the purposes of the same and as are consistent with any reasonable and uniform regulations which the Developer, its successors or assigns may from time to time adopt. No commercial use, however, shall be made of any such bodies of water, and any seawalls which may be created by Developer shall not be altered or removed. Likewise any docks or wharfs which may be constructed by Developer may not be modified in any way without the prior written consent of Developer, and no docks, wharfs, seawalls or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of Developer. Developer, for itself, its agents, assigns and employees, specifically reserves the right and license to enter upon any of the Homesites or parcels of LAUREL WOODLANDS for the purpose of gaining access to any such waterways or water areas for maintenance repair or improvement of the same.

1.43. Boats. No boats or boat trailers shall be parked within LAUREL WOODLANDS except within an enclosed garage.

1.44. Wooden Decks. No wooden decks shall be constructed at a height in excess of three (3) feet above the average ground level of any Homesite. All decks must receive prior approval pursuant to Paragraph 1.27 above, and shall not be larger than two hundred and fifty (250) square feet in floor area.

1.45. Mailboxes. All individual Homesites must have its own mailbox attached to a post and installed in accordance with postal regulations. The type and variety of mailbox and post shall be selected from alternatives provided by the Developer.

1.46. Lawn Lighting. Each Homesite must contain a front lawn light of a type and variety to be selected by each Homeowner from several alternatives provided by the Developer. The lights will have an electric eye mechanism, and they must be on every day at dusk and remain illuminated until sunrise the following day. The cost for the light and installation along with the electricity charges shall be paid by each Homeowner.

ARTICLE II

GENERAL PROVISIONS

2.1. Enforcement. Enforcement of these Restrictions shall be by equitable or legal action brought by the Developer or by the Board of the Homeowner's Association identified herein. Also, as these Restrictions are made for the benefit of all Owners, these Restrictions may be enforced by any Homesite Owner against any person or persons violating or attempting to violate any of these Restrictions, either to restrain violation, recover damages or by mandatory injunction. No form of written notice or compliance time period shall be required before commencing such action. Although the Developer may enforce these Restrictions, it shall not be obligated to do so. The mere breach of any Restriction shall be sufficient to support an action hereunder without the need to show injury as a result of such breach, provided a reasonable demand for compliance has been given to the breaching party.

The party bringing the successful action to enforce these Restrictions shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of his attorney at both the trial and appellate levels.

Whenever possible, relief shall be by equity with costs awarded and not by money damages. No failure of the Developer or of the Association to enforce any Restriction shall constitute a waiver of that Restriction so as to prevent the future enforcement against violations of that Restriction.

As the Homeowner Association is being created to enforce these Restrictions, any actions by an Owner demanding the enforcement hereof shall be brought against the Association or another Owner, but no such action shall be brought against the Developer.

These Restrictions shall not be interpreted so as to contain a forfeiture or revisionary right in the event these Restrictions are violated.

2.2. Partial and Multiple Homesites. No Homesite may be subdivided and no portion of any lot may be sold or conveyed, except that Developer may grant permission:

A. To an owner of a vacant Homesite to simultaneously convey one-half (1/2) of the vacant Homesite to the adjoining owners on each side; or

B. To join two Homesites together to serve as one building site.

C. Developer may grant permission to owner of two or more contiguous lots or parcels to convey a part of one to an adjoining site owner, providing that he shall retain ownership of

land having a frontage and total area meeting all minimum requirements of a Homesite or parcel hereunder.

D. In the event any portion of any lot or parcels shall once be conveyed as permitted under subparagraphs A or B above, the portion of lands so conveyed and the land then owned by the Grantee thereof shall together thereafter be deemed and constituted forever one single parcel, and in the case as above provided under subparagraph B, the portion of land retained shall thereafter be deemed and constitute one single parcel and shall not in any event, thereafter, be further subdivided or sold, except as one lot or parcel. The foregoing restrictions, contained in this paragraph shall apply to the Developer, Developer's successors and assigns, who shall have the same rights and privileges as any other owner as above provided.

E. Permission of the Developer shall be in writing and shall be effective upon the recording of an executed instrument granting permission in the Public Records of Sarasota County, Florida.

F. In the case of a permitted combination of one Homesite together with one-half or all of another Homesite, the provisions of this Declaration of Restrictions shall thereafter apply to the combined properties as one Homesite.

2.3. Assignment. Developer may at some future date, assign its rights and privileges to enforce or grant variances from these Restrictions as well as rights of approval/disapproval as outlined in Paragraph 1.29 above.

2.4. Conveyance of Common Areas. The Association shall accept, if and when conveyed to it by Developer, title to real property within the subdivision that does not comprise the individual Homesites or areas dedicated to or accepted by the Public ("Common Areas"), such as retention areas and private open areas, depicted on the Plat of the subdivision, subject to taxes, restrictions, reservations and easements of record.

2.5. Platting. Developer shall be entitled at any time during its ownership of any Homesite located in the Subdivision, and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any Common Area, or developed, undeveloped, platted, unplatted, portion or portions of the Property.

2.6. Deeds and Contract to Include Reference. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Homesite or parcel in the Subdivision shall specifically contain a reference to the same being subject to these covenants and restrictions.

ARTICLE III

HOMEOWNERS' ASSOCIATION

3.1. Duties. LAUREL WOODLANDS ASSOCIATION OF HOMEOWNERS, INC., a Florida non-profit corporation, (herein referred to as the "ASSOCIATION") shall enforce these restrictions through its Board of Directors, and it shall be responsible for mowing vacant Homesites, for the maintenance of the streets, fountains, common lighting and lakes and their shorelines throughout the Subdivision, for the maintenance, operation and clean-out of the drainage works as required, for the maintenance of the entrance gate(s) to the Subdivision, maintenance of the fountains, and for maintenance of any property now or hereafter owned by the ASSOCIATION. The owner of each Homesite must be a member of the ASSOCIATION as provided herein and in the ASSOCIATION's Articles of Incorporation and Bylaws.

3.2. Assessments. As further outlined in Article VII, the ASSOCIATION is empowered to impose uniform assessments on a per Homesite basis without regard to size or location of each Homesite from time to time, which assessments shall be applied to the costs incurred or to be incurred by the ASSOCIATION in carrying out its duties.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1. Membership. In order to establish, protect and preserve the quality of LAUREL WOODLANDS, all persons entering into contracts for the purchase of a Homesite shall, as part of the closing and consummation of said purchase, automatically become and be accepted as a Member of the Association and thereafter maintain said membership in good standing. It is a further condition of the estate conveyed to each Owner, that no Homesite nor any part thereof shall be sold, conveyed, leased, rented, given, or in any manner transferred to anyone other than a proposed and accepted Member or a Member in good standing of the Association. Accordingly any deed, lease or other conveyance of any interest in a Homesite or Property, directly or indirectly (other than by Will or judicial proceedings) in violation of this covenant shall be voidable by the Association or by the Developer. Membership shall be appurtenant to, and may not be separated from ownership of any Homesite which is subject to assessment. All owners of Property located in LAUREL WOODLANDS shall abide by these Restrictions and by the Articles of Incorporation, the Bylaws, and the Rules and Regulations as adopted by the Developer or the Association as each may be amended from time to time.

Secured Lenders who become titled owners of Homesite or other Property located within LAUREL WOODLANDS shall not become Members of the Association upon the taking of title to such Property. However, such lenders shall be responsible for maintenance of the Homesite, adherence to this Declaration and any other matters of public record, Rules and Regulations and shall be responsible for any annual or special assessments levied by the Association against the Homesite after their acquisition of a Homesite. A Secured Lender or purchaser under a judicial sale of a Secured Lender who becomes a titled owner of a Homesite or other Property located within LAUREL WOODLANDS shall not be required to seek approval of the Association for such purchases from any Secured Lender. All other purchasers of a Homesite or other Property located within LAUREL WOODLANDS shall be required to seek approval of the Association.

The holding of title to any Homesite or other Property by other than a Member in good standing of the Association shall be as a non-member, if and until, accepted as a member by the Board of Directors of the Association.

4.2. Purpose of Association. The primary purpose of the Association is to ensure to all Owners and other Members of the Association that the Homesites in LAUREL WOODLANDS shall at all times be occupied by compatible and congenial persons, to ensure the optimum of safety and welfare of all Owners, to protect and preserve property values of all Owners, and to ensure the Owners of a continuing and conscientious program for maintenance and management of all Property in LAUREL WOODLANDS including enforcement of these Restrictions wherever applicable and appropriate, and so as to establish, protect and preserve the quality of LAUREL WOODLANDS; provided, however, that this Restriction shall not be construed or applied so as to preclude anyone from membership in the Association based upon race, age, color, creed, religion, or national origin. The sole considerations for membership in the Association shall be good moral character, congeniality of the applicant and his family

with all other Owners and financial responsibility. Every applicant for membership shall submit such information as may be required by the Association and said application shall be processed as provided in the Association's Articles of Incorporation, Bylaws and Association Rules.

4.3. Classes and Voting. The Association shall not have classes of membership, and Members shall have such voting rights as set forth in the Articles of Incorporation of the Association.

ARTICLE V

BOARD OF DIRECTORS AND OFFICERS OF ASSOCIATION

5.1. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such Officers and Committees as the Directors may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time, provided the Board shall consist of the following:

A. The Board of Directors shall consist of not less than three (3) nor more than seven (7) Directors, each to be elected for two (2) year terms. For the first two-year term of the initial Board, only three (3) Directors shall serve.

B. The Developer shall have the right to elect all Directors until the next Board election following such time as fifty percent (50%) of the available Homesites in LAUREL WOODLANDS are owned by persons other than the Developer, at which time the Members shall be entitled to elect not less than forty percent (40%) of the Board Membership;

C. The Members shall be entitled to elect not less than sixty percent (60%) of the Board Membership at the next Board Election following such time as eighty percent (80%) of the available Homesites in LAUREL WOODLANDS are owned by persons other than the Developer.

D. The Members shall be entitled to elect all Board Members at such time as ninety-five percent (95%) of all Homesites are owned by persons other than the Developer.

5.2. Rights, Powers and Duties of the Board. The Board shall have such rights, powers and duties as set forth herein and in the Articles and Bylaws, as the same may be amended from time to time, together with such rights, powers and duties as may be reasonably necessary in order to enforce these Restrictions, maintain the quality of LAUREL WOODLANDS, and to effectuate the objectives and purposes set forth in this Declaration, as the same may be amended from time to time.

5.3. Association Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations to be known as the "Association Rules." The Association Rules may restrict and govern the use of any area by any Owner, or by an invitee, licensee or lessee of such Owner, provided, however, that the Association Rules shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may be recorded. Upon such adoption, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

5.4. Personal Liability. No member of the Board or any Committee of the Association, or any officer, agent or employee of the Association, including the Developer, its agents and employees, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

5.5. Powers of Developer. As long as Developer holds at least twelve (12) Homesites in LAUREL WOODLANDS for sale in the ordinary course of business, Developer shall independently have all rights and powers also vested in the officers and board of directors of the Association, and Developer can exercise all such powers upon its sole signature, and throughout such period, these Restrictions shall not be amended without Developer's express, written consent.

ARTICLE VI

EASEMENTS OF ENJOYMENT TO COMMON AREAS

Every Owner and Secured Lenders, their successors and/or assigns, shall have a right and easement of access and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Homesite or any other portion of the Property, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles of Incorporation and Bylaws of the Association;

C. Rules governing use and enjoyment of the Common Areas adopted by the Association;

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 Property;

F. Quiet enjoyment by all Owners; and

G. The right of the Developer to utilize the Common Areas, which right shall include but not be limited to parking and the erection of signage thereon, during such times as the Developer is marketing Homesites or maintaining the Subdivision.

ARTICLE VII

COVENANTS AND MAINTENANCE ASSESSMENTS

7.1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Homesite owned by it within LAUREL WOODLANDS hereby covenants, and each Owner of any Homesite (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair as may be levied by the Board. Such assessments shall be fixed, established and collected from time to time as hereinafter

provided. No Owner may waive or otherwise avoid liability for the assessments provided for herein by any means including but not limited to non-use of the Common Areas or by abandonment.

7.2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of LAUREL WOODLANDS and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, security services, Common Areas or road maintenance, repair, restoration, road maintenance, repair or construction, drainage, Common Areas or road landscape maintenance, water purity, vegetation preservation, compliance with any governmental environmental requirements which may be imposed on LAUREL WOODLANDS, labor, equipment, materials, management, operations, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and which may be undertaken by LAUREL WOODLANDS ASSOCIATION OF HOME-OWNERS, INC., a corporation not for profit organized and existing under the laws of the State of Florida.

7.3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or repairs, shall in no event exceed \$400 per Homesite per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of a majority of the Board, the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

7.4. Uniform Rate of Assessment. After the sale or transfer of a Homesite to a person or entity other than Developer, all regular and special assessments shall be applied at a uniform per Homesite rate for each Homesite in LAUREL WOODLANDS which has been sold, with each transferred Homesite being assessed the same amount as each and every other transferred Homesite as platted. In the event that one or more Homesites or portions thereof are developed and built upon as a unit, then assessments shall be applied thereto as a single Homesite.

7.5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including but not limited to entrances, road pavement and repair, road sealing and preservation, structures, and landscaping that may exist on the roads or Common Areas and the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of a simple majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least twenty (20) days in advance and shall set forth the purpose of the meeting.

7.6. Date of Commencement of Annual Assessments; Due Date. Assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any such assessments shall be determined by the Board. Any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

7.7. Board of Directors Fixes Commencement. The Board

of Directors of the Association shall fix the date of commencement, and the amount of the assessment, against each Homesite for each assessment period at least twenty (20) days in advance of such date or period and shall, at that time, prepare a roster of the Homesite and assessments (annual and/or special) applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon written demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

7.8. Effect of NonPayment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and all costs and fees associated with the collection thereof, including attorneys' fees, whether for negotiation, trial or appellate work, become a continuing lien on the Homesite(s) against which such assessment is made that shall bind such Homesite(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns, and shall also be a continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the due date, which shall be set by the Board of Directors for the Association, the delinquent Owner shall thereupon immediately lose his Association voting rights as afforded him by the Restrictions and the Articles and Bylaws of the Association and the entire unpaid portion of the assessment for the current year shall immediately become due and payable and shall automatically become a lien against the Homesite and shall bear interest from the due date at the maximum legal rate allowable under the laws of the State of Florida, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Homesite(s) in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment and lien all reasonable attorneys' fees and costs incurred, whether for negotiation, trial or appellate work, and Owner shall be liable therefor.

7.9. Recording the Priority of Lien. The lien of the Association shall be effective from and after recording, in the Public Records of Sarasota County, Florida, a claim of lien stating the description of the Homesite encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any first or second mortgage or any other lien recorded prior to the time of recording the Association's claim of lien.

7.10. Effect of Involuntary Transfer. In the event that any person, partnership, firm or corporation shall acquire title to any Homesite by virtue of any foreclosure, judicial sale or deed in lieu of foreclosure, including an Institutional Lender,

such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Homesite subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessment which was in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the recorded lien of any assessment by the Association. In the event of the acquisition of title to a Homesite by foreclosure, judicial sale or deed in lieu of foreclosure, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Homesites as a part of the common expense, although nothing hereby contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

Title held by any person, partnership, firm, Institutional Lender or corporation is specifically subject to all other provisions hereof.

7.11. Effect of Voluntary Transfer. When the Owner of any Homesite proposes to lease, sell or mortgage the same, the Association, upon written request of the Owner of such Homesite, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which may be due and payable to the Association by the Owner of such Homesite. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Homesite is to be leased, sold or mortgaged at the time when payment of any assessment against the Homesite and the Owner of the Homesite due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the Owner of the Homesite responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Homesite, the grantee/lessee shall be jointly and severally liable with the grantor/lessor for all unpaid assessments against the grantor/lessor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit to collect payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

The provisions of Section 7.11 shall not be applicable to any Secured Lender who acquires titled to any Homesite.

7.12. Exempt Property. The Developer and the Board of Directors of the Association shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein whether dedicated and accepted by public authority and devoted to public use.

B. Any Common Areas.

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association. Unless otherwise provided herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

ARTICLE VIII

AMENDMENT OF RESTRICTIONS

8.1. Member Amendment. These Restrictions, with the exception of Paragraphs 1.27, 5.5 and 8.1, which can only be amended, assigned or terminated by the Developer, may be amended at any time from time to time upon the execution and recordation of an instrument executed by Owners owning not less than seventy-five (75%) percent of the Homesites located in LAUREL WOODLANDS and executed by the Project lender, its successors and/or assigns, for so long as any of them holds, a mortgage secured by Subdivision. The powers and duties of the Developer created by Paragraphs 1.27 and 5.5 may only be amended by the Developer, unless the Developer assigns such powers and duties as provided herein. However, so long as Developer is still the owner of at least six (6) Homesites, or of any property affected by the Restrictions, no amendment will be effective without Developer's express written joinder and consent.

8.2. Developer Amendment. In order to retain the common development scheme and uphold the values of land within LAUREL WOODLANDS, the Developer shall be entitled to unilaterally amend these Restrictions from time to time, provided such modification power is exercised in a reasonable manner and, when necessary, the prior written consent of the Project lender, its successors and/or assigns, shall be obtained. Such unilateral modification power shall only be effective so long as the Developer owns at least ten percent (10%) of the total Homesites in LAUREL WOODLANDS, which shall be deemed equal to twelve (12) Homesites.

8.3. Variances. The Developer shall have the right and authority to approve exceptions or variations from these Restrictions without notice or liability to the Owners of other Homesites or any persons or authority whatsoever. The Developer, at the request of an Owner, may in Developer's discretion, grant variances from the obligations of these Restrictions where not to grant such variance would create hardship in the opinion of Developer or where such variances would be in keeping with the spirit and intent of these Covenants and Restrictions or would be such as to not adversely affect any neighboring owners or LAUREL WOODLANDS as a whole. Such variances, if granted, shall be granted upon application of the Owner in writing setting forth in detail the variance required and reasons therefor, and any such variance, if granted shall be granted by Developer in writing and shall be strictly complied with by the applicant. All such variances shall be executed with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida, to become effective. Developer may at any time assign to the Association Developer's right under this paragraph to grant such variances.

8.4. Recording. No amendment or variance hereto shall be enforceable until it has been properly recorded in the Public Records of Sarasota County, Florida.

ARTICLE IX

MISCELLANEOUS RESTRICTIONS

9.1. No Waiver. Failure by the Developer, Association or by any Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no wise affect the validity of any other Restrictions, which shall remain in full force and effect.

9.3. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative actions, by Developer, the Association or any Owner. However, any other provision to the contrary notwithstanding, only the Developer, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

9.4. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any Homesite is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth herein.

9.5. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

9.6. Binding Effect. By acceptance of a deed or by acquiring any ownership interest in any Homesite, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that these Restrictions set forth a general scheme for the improvement and development of the real property covered thereby and hereby evidences his interest that all the restrictions, conditions, covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each person fully understands and acknowledges that these Restrictions shall be mutually beneficial, prohibitive and enforceable by the various subsequent and future Owners. Developer, its successors, assigns and grantees, covenant and agree that the Homesites and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and each shall be deemed to be conveyed or encumbered with its respective Homesite even though the description in the instrument of conveyance of encumbrance may refer only to the Homesite.

9.7. Developer's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Developer, or its duly authorized agent, of improvements or signs necessary or convenient to the development or sale of the Property. Developer, its agents and assigns specifically reserve the right to use and enjoy the Property and all other improvements, buildings and grounds in connection with its advertising, promotion and sales efforts.

9.8. No Warranty of Enforceability. While Developer has no reason to believe that any of the Restrictive Covenants or

other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Developer makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Homesite in reliance on one or more of such Restrictive Covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Homesite agrees to hold Developer harmless therefrom.

O.R. 1923 Pg 2492

9.9. Maintenance of Landscaping and Improvements. Except for that property located within the Common Areas, all landscaping and improvements on a Homesite shall be maintained repaired or replaced by the Owner of the Homesite. The cost of any such maintenance, repair or replacement shall be the sole expense of the Owner. Each Owner shall keep and maintain improvements and landscaping on his Homesite in a neat and sightly condition so that it does not detract from the appearance of the development as a whole.

9.10. Association's Right of Entry. During reasonable hours, Developer, any member of the Board or any authorized representative of them, shall have the right to enter upon and inspect any Homesite, excluding the interior of any building located thereon, for the purpose of making inspections to determine whether the provisions of this Declaration and other adopted rules are being complied with by the Owner of said Homesite. In the event any Owner causes, allows or permits any improvements or landscaping on his Homesite to be in violation of this Declaration or to fall into a state of disrepair or unsightliness or to remain unrepaired after a total or partial destruction by fire or other casualty loss for a period of more than thirty (30) days, and if such occurrence or condition in the opinion of the Board, after giving the Owner ten (10) days notice in writing, may elect to correct such violation or to reconstruct or repair, maintain or replace such improvement or landscaping. The cost to the Association of any such reconstruction, repair, replacement or maintenance, shall be charged to the Owner of the Homesite on which work was performed and shall be deemed to be an assessment to such Owner and against the Homesite and shall be subject to enforcement and collection by the Association in accordance with the procedure set forth in this Declaration for collection of assessments.

9.11 Conflict. In the event of a conflict in the provisions of the Articles of Incorporation, the Bylaws, and/or this Declaration, the provisions contained in this Declaration as recorded at that time shall prevail.

ARTICLE X

TERM AND TERMINATION

10.1. Term. These Restrictions shall automatically expire without notice thirty (30) years from the date hereof, unless extended as provided below.

10.2. Extension. These Restrictions shall be extended for successive ten (10) year periods unless on such extension dates, the Owners of at least sixty percent (60%) of all Homesites vote in favor of the execution and recording of a formal instrument terminating these Restrictions.

10.3. Termination By Developer. In addition to any other amendment powers provided herein, these Restrictions may be wholly or partially terminated unilaterally by Developer without prior notice to the Owners at any time during which the Developer holds at least twelve (12) Homesites in Laurel Woodlands for sale in the ordinary course of business.

10.4. Termination By Owners. These Restrictions may be terminated without Developer consent by the Association at any time after five (5) years from the date hereof upon obtaining the written approval of not less than sixty percent (60%) of the Owners of all Homesites in LAUREL WOODLANDS. Provided, that the Owners and Association shall not be able to terminate any of these Restrictions within five (5) years from the date hereof without Developer consent, subject to the amendment provisions of Paragraph 8.1 above.

10.5 Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order or in any other manner shall in no wise effect any of the other provisions hereof, which shall remain in full force and effect.

10.6 Florida Law. These Restrictions, and any actions brought hereunder, shall be interpreted pursuant to the laws of the State of Florida.

DATED: January 8, 1987.

WITNESSES:

James Bowman
Russell T. Bugh
James Bowman
Russell T. Bugh

Paul D. Beitlich, Individually
PAUL D. BEITLICH, Individually

TRUSTEE

Paul D. Beitlich, as Trustee
PAUL D. BEITLICH, as Trustee

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS.

The foregoing instrument was acknowledged before me this 17th day of February, 1987, by PAUL D. BEITLICH, Individually and as Trustee under Land Trust Agreement dated February 17, 1986, known as Land Trust #PB-1, who did execute this instrument individually and on behalf of said Land Trust with full authority to do so.

Richard K. Jeter
Notary Public

My Commission Expires: May 19, 1990

This Instrument Prepared By:
Paul D. Beitlich
1800 Second Street, Suite #903
Sarasota, Florida 33577

(813) 955-9050

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SARASOTA, FLORIDA

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O.R. 2010 PA 0656

FIRST AMENDMENT
TO DECLARATION OF RESTRICTIONS OF LAUREL WOODLANDS SUBDIVISION

This First Amendment to Declaration of Restrictions is made this 6th day of April, 1987, by PAUL D. BEITLICH, individually and as Trustee under that land trust agreement dated February 17, 1986, as amended, known as Land Trust #PB-1.

WITNESSETH

WHEREAS, PAUL D. BEITLICH, individually and as Trustee under that land trust agreement dated February 17, 1986, as amended, known as Land Trust #PB-1, (the "Developer");

WHEREAS, Developer is the developer of Laurel Woodlands, a Subdivision recorded in Plat Book 31, Pages 42-42E, Public Records of Sarasota County, Florida (the "Subdivision");

WHEREAS, Developer caused the Declaration of Restrictions for Laurel Woodlands Subdivision to be recorded in O.R. Book 1923, at Page 2475, Public Records of Sarasota County, Florida (the "Restrictions"); and

WHEREAS, Developer owns twelve lots or more in the Subdivision, and therefore has the authority and power to unilaterally amend the Restrictions pursuant to paragraph 8.2 thereof.

NOW, THEREFORE, pursuant to the power and authority vested in him, Developer amends the Restrictions to add Paragraph 7.13 which shall hereafter read as follows:

Paragraph 7.13. Partial Exemption For Lot #7. Notwithstanding anything to the contrary contained in these Restrictions, Paragraphs 1.1, 1.3, 1.8, 1.9, 1.14, 1.29, 1.35, 1.37, 1.46, 4.1 and 7.1 shall hereafter be amended so as to allow the construction and operation of a General Telephone switching unit to be located on Lot #7 of the Subdivision. So long as a switching unit is located on Lot #7, the Laurel Woodlands Homeowner's Association shall take responsibility for lawn care and maintenance of Lot #7, for which the owner of Lot #7 shall reimburse the Association on a quarterly basis.

O.R. 2010 PG 0657

All other provisions of the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument was duly executed by the Developer on the date listed below.

DATED: April 6th, 1987

WITNESSES:
William K. Pelt
James L. Bowman
William K. Pelt
James L. Bowman

LAUREL WOODLANDS, a Florida General Partnership
By: Elie D. Herschberger
As General Partner or Beneficiary

TRUSTEE
By: Paul D. Beitlich
Paul D. Beitlich, Trustee

STATE OF FLORIDA)
COUNTY OF SARASOTA) SS.

UP The foregoing instrument was acknowledged before me this day of April, 1987, by ELI D. HERSCHEBERGER, to me known as a general partner of LAUREL WOODLANDS, a Florida general partnership, and by PAUL D. BEITLICH, as Trustee under Land Trust Agreement dated February 17, 1986, known as trust #PS-1, who did execute this instrument on behalf of said Partnership and Land Trust with full authority to do so.

William K. Pelt
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
E. Commission Expires March 18, 1988

This Instrument Prepared By:
Paul D. Beitlich
1800 Second Street, Suite 903
Sarasota, Florida 33577
Simon L. Lissen
(813) 955-9050

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SECOND AMENDMENT
TO DECLARATION OF RESTRICTIONS OF LAUREL WOODLANDS SUBDIVISION

This Second Amendment to Declaration of Restrictions is made this 10th day of September, 1987, by PAUL D. BEITLICH, individually and as Trustee under that land trust agreement dated February 17, 1986, as amended, Known as Land Trust #PB-1.

WITNESSETH

WHEREAS, PAUL D. BEITLICH, individually and as Trustee under that land trust agreement dated February 17, 1986, as amended, known as Land Trust #PB-1, (the "Developer");

WHEREAS, Developer is the developer of Laurel Woodlands, a Subdivision recorded in Plat Book 31, Pages 42-42E, Public Records of Sarasota County, Florida (the "Subdivision");

WHEREAS, Developer caused the Declaration of Restrictions for Laurel Woodlands Subdivision to be recorded in O.R. Book 1923, at Page 2475, Public Records of Sarasota County, Florida (the "Restrictions") as previously amended; and

WHEREAS, Developer owns twelve lots or more in the Subdivision, and therefore has the authority and power to unilaterally amend the Restrictions pursuant to paragraph 1.2 thereof.

NOW, THEREFORE, pursuant to the power and authority vested in him, Developer amends the Restrictions to change Paragraph 1.32 which shall hereafter read as follows:

Paragraph 1.32. Roof Materials. No roof may be constructed with other than slate, ceramic, clay or cement tile; provided, that solid one-piece wood shake shingles may be allowed upon receiving written approval to so use them from the Developer, and no composite wood or composition or processed or hardboard or any manufactured wood material shingle shall be allowed under any circumstances.

This Amendment shall be effective as of this date and it shall apply to all lots on which construction has not commenced as of this date.

NOW, THEREFORE, pursuant to the power and authority vested in him, Developer amends the Restrictions to change Paragraph 2.1 which shall hereafter read as follows:

2.1 A. Enforcement. Enforcement of these Restrictions shall be by equitable or legal action brought by the Developer or by the Board of the Homeowner's Association identified herein. Also, as

O.R. 1974 PG 1268

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Sarasota, FL 34236

these Restrictions are made for the benefit of all Owners, these Restrictions may be enforced by any Homesite Owner against any person or persons violating or attempting to violate any of these Restrictions (but not against the Developer or Association,) either to restrain violation, recover damages or by mandatory injunction. No form of written notice or compliance time period shall be required before commencing such action. Although the Developer may enforce these Restrictions, it shall not be obligated to do so. The mere breach of any Restriction shall be sufficient to support an action hereunder without the need to show injury as a result of such breach, provided a reasonable demand for compliance has been given to the breaching party.

B. Fees. The party bringing the successful action to enforce these Restrictions against an Owner (but not against the Developer or Association) shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of his attorney at both the trial and appellate levels.

C. Equitable Relief. Whenever possible, relief shall be by equity with costs awarded and not by money damages. The Developer or Association shall not be required to show irreparable harm before receiving injunctive relief hereunder. No failure of the Developer or of the Association to enforce any Restriction shall constitute a waiver of that Restriction so as to prevent the future enforcement against violations of that Restriction.

D. Actions. As the Homeowner Association is being created to enforce these Restrictions, any actions by an Owner demanding the enforcement hereof shall be brought against the Association or another Owner, but no such action shall be brought against the Developer.

E. No Reverter. These Restrictions shall not be interpreted so as to contain a forfeiture or reversionary right in the event these Restrictions are violated.

All other provisions of the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument was duly executed by the Developer on the date listed below.

DATED: September 11, 1987

WITNESSES:

Michael K. Geller
Patricia M. Geller
Michael K. Geller
Patricia M. Geller

LAUREL HIGHLANDS, a Florida
 General Partnership

By: Paul D. Beitlich
 As General Partner of Beneficiary

TRUSTEE

By: Paul D. Beitlich
 Paul D. Beitlich, Trustee

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS OF
LAUREL WOODLANDS SUBDIVISION

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** OFFICIAL RECORDS **
BOOK 2268 PAGE 518

13
This Third Amendment to Declaration of Restrictions is made
this 30th day of December, 1990 by PAUL D. BEITLICH,
individually and as Trustee under that land trust agreement dated
February 17, 1986, as amended, known as Land Trust #PB-1.

WITNESSETH:

WHEREAS, PAUL D. BEITLICH, individually and as Trustee under
that land trust agreement dated February 17, 1986, as amended,
known as Land Trust #PB-1, (the "Developer");

WHEREAS, Developer is the developer of Laurel Woodlands, a
Subdivision recorded in Plat Book 31, Pages 42-42E, Public Records
of Sarasota County, Florida (the "Subdivision");

WHEREAS, Developer caused the Declaration of Restrictions for
Laurel Woodlands Subdivision to be recorded in O.R. Book 1923, at
Page 2475, Public Records of Sarasota County, Florida (the
"Restrictions") as previously amended; and

WHEREAS, Developer owns twelve lots or more in the
Subdivision, and therefore has the authority and power to
unilaterally amend the Restrictions pursuant to paragraph 8.2
thereof.

NOW, THEREFORE, pursuant to the power and authority vested in
him, Developer amends the Restrictions to change Paragraph 4.1 by
inserting a new third paragraph thereto which shall hereafter read
as follows:

Approval of the Association shall be in the form of a
letter written to the prospective property purchaser or
transferee as executed by any officer or employee of the
Association. The letter shall also state either the
balance due for association assessments and fees covering
the year of the transfer as well as all previous years.
No purported transfer of a real property interest within
the Subdivision shall be valid without proof that this
letter was issued by the Association, which letter must
also acknowledge that all fees and assessments are paid
current prior to any such transfer being valid. The
provisions of this third paragraph to Section 4.1 shall
not apply to secured lenders or purchasers under a
judicial sale of a secured lender who later becomes a
titled owner of a Homesite or other Property located
within LAUREL WOODLANDS. In the event of a conflict

between the provisions of Article 7 hereof and this Section 4.1, the provisions of this Section 4.1 shall prevail and control any such interpretations hereof.

This Amendment shall be effective as of this date and it shall apply to the transfer of all lots within the Subdivision.

NOW, THEREFORE, pursuant to the power and authority vested in him, Developer amends the Restrictions to change Paragraph 7.1 by inserting a new second paragraph thereto which shall hereafter read as follows:

Notwithstanding any provision to the contrary contained in this Article VII or these Restrictions, the Developer shall not be responsible for the payment of any annual assessments or charges or for any special assessments or major repairs as may be levied by the Board. This absolute Developer exemption applies to all years prior to Developer turnover of the Association and for a period of 24 months following the end of the year in which Developer turns over the control and responsibility for the Association to its members. Developer acknowledges that as of the date of this Third Amendment, it has complied with all responsibilities as to the maintenance of the Common Areas and the operation of the Association, and that any maintenance shortfalls have been made up from the Developer's own resources rather than through special assessments made against the Property Owners.

All other provisions of the Restrictions as amended previously shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument was duly executed by the Developer on the date listed below.

DATED: December 30, 1990

WITNESSES:

[Signature]
Judy Becken

LAUREL WOODLANDS, a Florida
General Partnership
By: [Signature]
As General Partner and
Beneficiary

[Signature]
Judy Becken

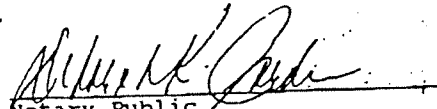
TRUSTEE

[Signature]
Paul D. Beitlich, Trustee

** OFFICIAL RECORDS **
BOOK 2288
PAGE 519

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of December, 1990 by ELI D. HERSCHBERGER, to me known as a general partner of LAUREL WOODLANDS, a Florida general partnership, and by PAUL D. BEITLICH, as Trustee under Land Trust Agreement dated February 17, 1986, known as Trust #PB-1, who did execute this instrument on behalf of said Partnership and Land Trust with full authority to do so.


Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 19, 1992
Signed True by Public Insurance Ind.

This Instrument Prepared By:
Paul D. Beitlich, Esq.
2033 Main Street; Suite 600
Sarasota, Florida 34237
813-366-8100

laurelwd.and

RECORDED IN OFFICIAL
RECORDS
JUN 11 2 39 PM '91
KARL S. HODGINS
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL.

** OFFICIAL RECORDS **
BOOK 2268
PAGE 520

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009122389 2 PGS
2009 OCT 05 03:37 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CEAGLETO Receipt#1208455

This instrument prepared by:
Stephen W. Thompson, Esquire
Najmy Thompson, P. A.
1401 8th Avenue West
Bradenton, Florida 34205
941.748.2216



**FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF
LAUREL WOODLANDS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that the Declaration of Restrictions for Laurel Woodlands, recorded in the Official Record Book 1923, Page 2475, et seq., of the Sarasota County Public Records, is hereby amended by the recording of this Amendment to the Laurel Woodlands' Declaration of Restriction.

WHEREAS, Article VIII, Section 1, Member Amendment of the Declaration provides that the Declaration may be amended by the owners owning not less than 75% of the home sites located in Laurel Woodlands.

NOW THEREFORE, the owners have voted to amend Article I, Section 32 as follows:

(~~Strike-throughs~~ are deletions; underlined words are additions or changes)

Article I, Section 32. Roof Materials. No roof may be constructed with other than slate, wood shingles, ceramic, clay or cement tile or metal which has the architectural appearance of tile roof; provided that solid one-piece wood shake shingles may be allowed upon receiving written approval for so use from the ~~Developer~~ Association, and no composite wood or composition or processed or hardboard or any manufactured wood material shingle shall be allowed under any circumstances.

CERTIFICATE OF AMENDMENT

The Association does hereby certify that the foregoing Amendment to the Laurel Woodlands' Declaration of Restrictions has been adopted pursuant to Article VIII, Section 1, Member Amendment, and was also adopted in a manner consistent with Florida Law.

IN WITNESS WHEREOF, Association has executed this Amendment to the Declaration of Restrictions for Laurel Woodlands, this 22 day of September, 2009.

PRESIDENT'S SIGNATURE WITNESSED BY:

Linda Benford
Print Name: LINDA BENFORD

By: LAUREL WOODLANDS

Ronald Cogswell
Print Name: RONALD COGSWELL

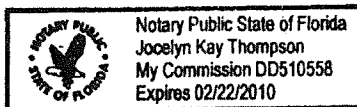
By: Donna A Cogswell
By: Donna A Cogswell
as President

Attest: Sharon Collins
By: Sharon Collins
Print Name: Sharon Collins
as Secretary
Treasurer

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22nd day of September, 2009, by Donna Cogswell, as President of the Laurel Woodlands Association of Homeowners, Inc., on behalf of the corporation, and attested to by Sharon Collins as Secretary of the corporation. They are personally known to me or have produced Treasurer as proof of identification.

Jocelyn Kay Thompson
Notary Public, State of Florida



6/30/2021 11:25 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2702812

This instrument prepared by:
Stephen W. Thompson, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR LAUREL WOODLANDS SUBDIVISION**

WHEREAS, the Declaration of Restrictions for Laurel Woodlands (the "Declaration") was recorded in Official Records Book 1923, Pages 2475 et seq. of the Public Records of Sarasota County, Florida; and

WHEREAS, the owners, as members of the Laurel Woodlands Association of Homeowners, Inc. ("Association"), have found it necessary to amend the Declaration.

NOW THEREFORE, the members of the Association voted to amend the Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

Article I, Building Restrictions, was amended, adding Section 1.47, Rentals, as described below:

1.47. Rentals. No Owner shall lease or rent their Lot or Dwelling, whether oral or in writing, for a period of less than thirty (30) days. Every Owner shall provide the Association with notice of any intent to lease or rental of a Dwelling within fifteen (15) days prior to of any tenant's occupancy of a Dwelling (including any renewal terms). Said notice shall contain the following information: 1) name of all tenant(s); 2) commencement and end date of occupancy; 3) rental payment amounts; 4) address and telephone number of Owner for notices from the Association; and 5) acknowledgement from the tenant that they have read the rules of the Association and will comply with said rules. 6) A copy of the executed lease. Subleasing is prohibited. All rentals must be for residential single-family use only; commercial leasing is prohibited. No more than two (2) persons per bedroom shall be allowed to occupy a Dwelling, without the prior approval of the Association. Rentals shall be limited to twenty-five percent (25%) of the total Lots within the Association. The Board may create a waiting list or lottery system if more than twenty-five percent (25%) of Owners desire to rent their Dwellings at any one time. The Board may charge a reasonable application fee and promulgate application forms.

CERTIFICATE OF AMENDMENT

The undersigned officers of the Laurel Woodlands Association of Homeowners, Inc., a Florida not-for-profit corporation, hereby certify that the foregoing amendment to the Declaration was approved and adopted by the requisite number of members of the Association. The undersigned further certifies that the amendment was adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this instrument this 29 day of June, 2021.

Witnesses to President's Signature: Laurel Woodlands Association of Homeowners, Inc.

1. Sign: Margaret Slaughter
Print Name: Margaret Slaughter

Signed by: Brian Voss
Print Name: Brian Voss, its President

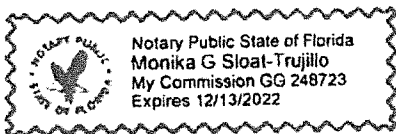
2. Sign: Charmae Billingham
Print Name: Charmae Billingham

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this this 29th day of June, 2021, by _____, as President of the Laurel Woodlands Association of Homeowners, Inc..

He or she is ☐ personally known to me or ☒ has produced FL ID V200-070-57-208-0 as proof of identification.

My Commission Expires: 12/13/2022



Monika Sloat-Trujillo
Notary Public, State of Florida
Print Name: MONIKA G. SLOAT-TRUJILLO
Date: 6/29/2021