

Prepared by and return to:
Cindy Hill, Esq.
Tannenbaum Lemole & Hill
614 S. Tamiami Trail
Osprey, FL 34229

AMENDED AND RESTATED THIRD DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR LOTS AT
GARDEN LAKES ESTATES

*[Substantial Rewording of the Third Declaration of Covenants, Restrictions, and
Easements for Lots at Garden Lakes Estates
See Original Declaration and prior amendments for previous text]*

Article I
Introduction and Submission

Section 1.1 The Property. The Garden Lakes Development Corporation, a Florida corporation (hereinafter “Developer”) owned the fee simple title to certain land in Manatee County, Florida, which was developed as The Estates at Garden Lakes Association, Inc., being more particularly described as follows:

All property within Garden Lakes, Phase 6, as per Plat thereof recorded in Plat Book 26, Page 82, of the Public Records of Manatee County, Florida.

All property within Garden Lakes Estates, Phase 7A, as per Plat thereof recorded in Plat Book 27, Page 138, of the Public Records of Manatee County, Florida.

All property within Garden Lakes Estates, Phase 7B-7G, as per Plat thereof recorded in Plat Book 28, Page 22 of the Public Records of Manatee County, Florida.

This land was originally made subject to a Declaration of Covenants, Conditions, Restrictions, and Easements, recorded in Official Records Book 1353, Page 1856; Official Records Book 1419, Page 2821, as amended in Official Records Book 1426, Page 2151, and Official Records Book 1432, Page 45, all of the Public Records of Manatee County, Florida, all of which were revoked and terminated by the Third Declaration of Covenants, Conditions, Restrictions, and Easements for Lots at Garden Lakes Estates, recorded in Official Records Book 1635, Page 1, of the Public Records of Manatee County, Florida (the “Original Declaration”).

As a result, the property identified on the Plats above for the Subdivision of Garden Lakes Estates, is the land that is subject to the Original Declarations (hereinafter referred to as the “Property”). The Property consists of one hundred twenty-nine (129) Lots.

Section 1.2 Submission Statement. Developer submitted the Property, all improvements erected to or to be erected thereon, all easements, rights, and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the ownership obligations and use restrictions described in the Original Declaration, and in accordance

with Florida Statutes Chapter 720.

Section 1.3 Identity. The name by which this Subdivision is identified is Garden Lakes Estates. Garden Lakes Estates is governed by this Amended and Restated Declaration, as well as its Articles of Incorporation and Bylaws that are attached hereto as Exhibits "A" and "B," respectively.

Article II Definitions

Section 2.1 "Act" or "Homeowners' Association Act" shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 2.2 "Articles" or "Articles of Incorporation" shall mean and the Association's Articles of Incorporation, as amended from time to time.

Section 2.3 "Association" shall mean The Estates at Garden Lakes Association, Inc., a not for profit Florida Corporation, its successors and assigns.

Section 2.4 "Board" or "Board of Directors" shall mean the Board of Directors of The Estates at Garden Lakes Association, Inc.

Section 2.5 "Bylaws" shall mean the Association's Amended and Restated Bylaws, as amended from time to time.

Section 2.6 "Common Area" shall mean those portions of the community which are defined in Section 4.1 of Article IV this Declaration as a Common Area.

Section 2.7 "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, operation, repair, and replacement of the Common Area, and the actual and estimated costs of carrying out the Association's duties and responsibilities as provided in more detail in this Declaration. Such expenses include, but are not limited to the following:

- a. The costs of obtaining, repairing, or replacing personal property in connection with the Common Area or the performance of the Association's duties, and reserving funds for same;
- b. The costs of administration and management of the Association, including fees for professional services; and
- c. Costs of any amounts payable by the Association to a governmental body.

Section 2.8 "Common Surplus" shall mean the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues over the amount of Common Expenses.

Section 2.9 "Declaration" shall mean this Amended and Restated Third Declaration of Covenants, Conditions, Restrictions, and Easements for Lots at Garden Lakes Estates, as amended from time to time.

Section 2.10 “Governing Documents” shall mean this Declaration, the Articles of Incorporation, and the Bylaws of The Estates at Garden Lakes Association, Inc.

Section 2.11 “Lot” shall mean each separate numbered parcel of real property included in the Subdivision, together with any residence or improvements which may be constructed thereon.

Section 2.12 “Member” shall mean the owner(s) of each Lot.

Section 2.13 “Owner” or “Lot Owner” shall mean the record owner, whether one (1) or more persons or an entity, of the fee simple title to any Lot.

Section 2.14 “Plats” shall mean the Plats for the Garden Lakes Estates Subdivision, recorded in Plat Book 26, Pages 82-83; Plat Book 27, Page 138-141; and Plat Book 28, Page 22-27; all of the Public Records of Manatee County, Florida.

Section 2.15 “Property” shall mean the Property as defined in Section 1.1 of Article I, above.

Section 2.16 “Subdivision” shall mean Garden Lakes Estates, as per its Plats recorded in the Public Records of Manatee County, Florida.

Article III Association

Section 3.1 Membership in Association. Every Lot Owner shall be a Member of the Association, which shall be a Florida corporation not for profit. Each Member shall have the voting rights provided in the Articles of Incorporation. All Members must maintain their Membership in good standing. Memberships shall be effective upon acquisition of the fee simple title to such lands by an instrument recorded in the Public Records of Manatee County, Florida. Memberships shall automatically terminate upon the sale or other transfer of title by an instrument recorded in the Public Records of Manatee County, Florida.

Section 3.2 Duties of the Association. The Association has been organized to operate, maintain, manage, and improve the Common Areas of Garden Lakes Estates and to enforce the provisions of this Declaration. The Association, in addition to these powers and duties and any powers set forth in its Articles of Incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided herein and the Homeowners’ Association Act.

Article IV Common Area

Section 4.1 Common Area. The Common Area shall include all of the Property designated as a Common Area on the Association’s Plats, and all easements conveyed or dedicated to the Association, including all use rights appurtenant thereto. The Common Area shall include, but not be limited to the following:

- a. Open Spaces. Those portions of the Common Area designated for use as open

spaces on the Plats.

b. Drainage Areas. Those portions of the Common Area designated as drainage areas, basins, drainage easements, water management tracts, canals, or lakes, on the Association's Plats.

c. Roadways. Those portions of the Common Area designated as private roadways on the Association's Plats, and all improvements thereon, including, but not limited to, streets, drives, bridges, entranceways, street lights, signage, bike paths, and walkways.

d. Entryways. Those portions of the Common Area designated for use as entryways on the Association's Plats, including, without limitation, limited access gates and related uses, mechanical devices, paving, irrigation, signage, landscaping, beautification, and any other related purpose or use.

Section 4.2 Use of the Common Area. Subject to any rules and regulations adopted by the Association, every Lot Owner, and their guests and invitees shall have the nonexclusive right to use the Common Area for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of the Lot Owners.

Section 4.3 Maintenance of the Common Area. The Association shall maintain at its expense all portions of the Common Area, including, but limited to the costs of maintaining the roadways in the Subdivision, maintaining any Subdivision fences or walls, and controlling the maintenance of the lakes or any water bodies or drainage control devices.

Section 4.4 Lake Maintenance. The Association shall maintain effective control of aquatic vegetation within the lake areas, as permitted by applicable governmental regulations.

Section 4.5 Improvements to or Impacting the Common Area. No improvements or structures other than those built by or approved by the Association shall be constructed on the Common Area. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect the Common Area.

Section 4.6 Alteration and Improvement by the Association. Whenever in the judgment of the Board, the Common Areas shall require capital additions, alterations or improvements with a cost in excess of twenty percent (20%) of the Association's budget for the year, including reserves, the Association may only proceed if such additions, alterations, or improvements have the prior approval of not less than a majority of the Association's total voting interests. This monetary limitation shall not apply to Association expenditures for the purpose of maintenance, repair, replacement, preventative maintenance, or compliance with a governmental order or requirement.

Section 4.7 Stormwater System. No part of the Stormwater Management System in the Subdivision may be reconfigured, modified, or altered other in compliance with the requirements of the Southwest Florida Water Management District and any other applicable governmental requirements and/or permissions.

Section 4.8 Compliance with Manatee County Land Development Code. The following rights and restrictions of Manatee County apply to the Subdivision:

- a. All Manatee County law enforcement officers, health and pollution control personnel, emergency services personnel, and fire fighting personnel have the right of entry upon the Common Area while in pursuit of their duties.
- b. The Association shall not dissolve as a corporation, nor dispose of any Common Area by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Area), without first offering to dedicate same to Manatee County or another appropriate governmental entity.
- c. No Common Area shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the applicable official of Manatee County.
- d. In the event that the Association, or any successor organization, shall fail to maintain the Common Area in reasonable order and condition, Manatee County shall, as permitted by applicable governmental regulations, be allowed, upon notice and hearing, to enter upon the Common Area for the purposes of maintaining same. Such maintenance by the County shall be assessed pro-rata against the Lots, and shall be a charge on the Lots. Such charges shall be paid by the Owners of the Lots within sixty (60) days of receipt of a statement therefore, and shall become a lien on the Lot if not paid within such time period.
- e. No violation of federal, state, or local law shall be permitted on the Common Area.
- f. The provisions of this Section shall not be amended except with the written consent of Manatee County.

Section 4.9 Compliance. In the event of any violation of any ordinances, rules, or restrictions imposed by Manatee County with respect to the Subdivision, Manatee County may, without the consent of the Association or any person, seek judicial enforcement of such ordinances, rules, or regulations, and if such action results in judicial enforcement, shall be entitled to all reasonable attorney's fees and court costs incurred in the enforcement action.

Article V Easements

Section 5.1 Reservation of Easements. Easements as depicted on the Plats are reserved for the benefit of the Association, for the purpose of maintaining the Common Area, and the maintenance of the facilities needed for furnishing utility services to the Lots. All easements shown on the Plats are hereby reserved in perpetuity for the purposes noted.

Section 5.2 Roadway Easements. Perpetual easements exist for vehicular ingress and egress on all roadways shown on the Association Plats exist as a means of ingress and egress to and from publicly dedicated streets, and between and throughout the Subdivision for the Association and its designees; the Lot Owners and their guests, tenants, and invitees; and all governmental or public agencies and/or service entities requiring such access while engaged in their respective functions.

Section 5.3 Easements for Pedestrian Use. Perpetual easements exist for pedestrian use

over, through, and across the Common Area, for the use and benefit of the Owners and the residents of the Association, and their guests and invitees. Notwithstanding same, any such pedestrian use is subject to the restrictions stated in this Declaration, as well as any applicable Rules and Regulations promulgated by the Board.

Section 5.4 Utility and Drainage Easements. A perpetual easement twenty feet (20') in width over and under each Lot in the Subdivision exists for the installation and maintenance of utilities, street lights, and drainage facilities by the Association and its assigns, along such portion of each Lot line as abuts any street, and a ten feet (10') easement along the rear Lot line, and a seven and one-half feet (7.5') easement over the side Lot line for the installation and maintenance of utilities, drainage, and other maintenance requirements. Such easement area on each Lot, and all improvements located within it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, or a utility company and/or governmental entity is responsible.

Section 5.5 Lake Maintenance Easement. The Association has a perpetual, non-exclusive easement twenty feet (20') in width, or such lesser width as shall be needed to avoid an encroachment upon the improvements of a Lot, from the normal water line of a lake, to provide access for maintenance thereof, and the installation, repair, and replacement of such drainage lines, ducts, conduits, and apparatus as may be needed.

Section 5.6 Transfer of Common Area for Utility Services. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for the installation, maintenance, construction and repair of utilities for cable, communication, sewer, water, gas, drainage, irrigation, lighting, television transmission, telephone, security, garbage and waste removal, emergency services, and other such purposes, subject to such conditions as may be agreed to by the Board.

Section 5.7 Lot Owner Easement Improvements. Any paving, landscaping, or other improvements constructed, placed, or planted by a Lot Owner over the easement area of a Lot may be removed by the Association or it assigns if required for the installation or maintenance of improvements or facilities related to the purposes for which the easement was reserved, and the Lot Owner shall be responsible for, and shall bear the expense of, the repair of such removed paving, landscaping, or other improvements.

Article VI **Maintenance of Lots**

Section 6.1 Lot Owner Maintenance of Residences and Improvements. Each Lot Owner shall maintain the residence and all improvements on the Lot in safe condition and good appearance consistent with the other residences and improvements in the Subdivision, including, but not limited to, roofs, walls, fences, windows, doors, patio areas, pools, screen enclosures, driveways, and accessory structures. Lot Owners shall promptly make any repairs needed for damage or deterioration to the exterior of a residence or improvements on a Lot.

Section 6.2 Landscaping and Mowing. The Association shall mow and fertilize the lawn area of each Lot, as well as perform occasional trimming of palm trees and shrubs. All other landscaping of a Lot shall be the maintenance responsibility of the Lot Owners. Additionally, Lot

Owners shall be responsible for the maintenance of all areas located 1) between their respective lot lines and the pavement of the street or streets adjacent to the Lot; and 2) between their respective lot lines and the banks of any adjacent drainage swale or ditch.

Section 6.3 Sprinkler System. All Lot Owners shall maintain a fully operational sprinkler system on the Lot, or use lawn sprinkler heads in a manner that waters the Lot sufficiently to maintain its appearance with the other Lots in the community. The sprinkler system must provide adequate coverage to maintain the lawn and plantings on the Lot. Lot Owners shall operate their sprinkler system or lawn sprinkler heads on any schedule set forth by the Association and in compliance with any governmental regulations.

Section 6.4 Trees. No tree which has a trunk which exceeds four inches (4") in diameter at four feet (4') above the natural grade shall be cut down or otherwise destroyed without the prior written consent of the Association and in compliance with any applicable governmental requirements.

Section 6.5 Artificial Vegetation. No artificial grass, plants, or other vegetation shall be placed or maintained on the exterior portion of the Lot unless with the written approval of the Association.

Section 6.6 Lot Owner Failure to Maintain. In the event that an Owner shall fail or refused maintain their residence or improvements on a Lot, the Association shall have the right, after reasonable notice, to take remedial action to correct such inaction. Such right of the Association shall include the right of reasonable access to the Lot by the Association or its duly authorized agents, and shall not be deemed a trespass. The expense of any such repairs or maintenance so performed by the Association shall be charged to the Lot Owner, and paid by the Lot Owner no later than thirty (30) days after the Association sends the Lot Owner an invoice for such expenses. Should the Lot Owner not timely pay the invoice, the Association shall have the right to charge interest on the invoiced amount at the highest rate allowable by law.

Article VII **Building Restrictions**

Section 7.1 Site Development. Only one (1) single-family residence shall be permitted on any Lot. Such residence shall have a ground floor area, exclusive of the area of any garage, porches, or storage areas or patios, whether or not roofed, of no less than 1,400 square feet. No residence shall exceed one (1) story in height. In no event shall a residence be moved onto a Lot; rather, all residences shall only be those constructed on a Lot.

Section 7.2 Lot Grading. The floor level of Lots shall be set sufficiently above street grade to provide proper drainage of the respective Lots, and no filling or grading shall be done which will adversely affect the proper drainage of, or cause excessive drainage upon, adjacent property, or violate Manatee County or other governmental entity requirements. Protective slopes around all residences shall be provided and maintained on every Lot by the respective Owners, and side lot line swales shall be provided and maintained to prevent standing water. All proposed grading of Lots shall be approved in writing by the Association.

Section 7.3 Water and Sewer. All residences shall use and be connected to Manatee

County's central water and sewage system. No well shall be drilled or utilized on any Lot for any purpose.

Section 7.4 Underground Wiring. No lines or wires for communication, electrical current, or internet services shall be constructed, placed, or permitted to be placed, upon any Lot, unless installed inside of a residence or underground on a Lot.

Section 7.5 Garages and Accessory Structures. Any structures which are accessory to the residence, such as garages, porches, service or utility rooms, guest rooms, and the like, shall be attached and be an integral part of the residence, and shall also conform with all applicable requirements in this Article VI. Garages may not be permanently enclosed and/or used as living space.

Section 7.6 Location and Installation or Modification of Driveways. All residences shall have a driveway. No portion of a driveway shall be located within five feet (5') of the side line of any Lot, or within five feet (5') of such line extended to the pavement of the street or within a recorded utility easement, unless approved in writing by the Association. In the event that any driveway construction, repair, or modification disturbs curbs or swales, the Lot Owner shall restore such curbs and/or swales to their original condition in a manner acceptable to the Association.

Section 7.7 Front Facing and Setbacks. All residences must face the street on which the Lot is located, except that residences on corner Lots (at the intersection of two streets) may elect to face either such street or to be angled to the intersection of such streets. No residence, building, or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, and/or screen enclosure) shall be erected or placed on any Lot such that any portion of it:

- a. Encroaches on any building setback line or easement denoted on the Association's Plats;
- b. Encroaches on any easement reserved unto or granted to the Association pursuant to this Declaration and/or the Association's Plats.
- c. Is nearer than seven and one-half feet (7.5') from any point on the side lot line of any Lot, or nearer than fifteen feet (15') from any point on the rear lot line of any Lot, or nearer than twenty feet (20') from any point on the front lot line of any Lot. "Front" lot line shall mean the lot line bordering on the street on which the Lot is located. "Side" lot lines shall mean the lot lines intersecting the front lot lines, and "rear" lot lines shall mean a lot line opposite the front lot line. With corner Lots, other than the font lot line, their remaining lot lines shall be deemed side lot lines.
- d. Is located nearer than fifteen feet (15') from any residence on any adjacent Lot.

In the event that the rear lot line of a Lot borders on a lake, pond, or basin, no part of the residence shall be nearer than fifteen feet (15') from any point on that rear lot line, or twenty-five feet (25') to the ordinary high water mark on the body of water, whichever is closer to the residence.

Notwithstanding same, this Section shall not be construed to require that all residences be exactly parallel to defined setback lines. Further, except where stated otherwise, all measurements shall be to the nearest part of a vertical plane contiguous to the most exterior projection of the

residence, including, but not limited to, roof eaves and other projections, except that to the extent that that eaves extend beyond eighteen inches (18") from the main body of the residence, they shall not be considered an encroachment.

Section 7.8 Construction Materials. All residences shall be constructed of new and durable materials, and of external design harmonious with the existing residences within the Subdivision. All external building walls must be of cement block, skim and textured, or brick or stone. No plastic, metal, or similar covering, shall be used on exterior walls. Aluminum soffits, fascia, and gutters shall be permitted, as well as vinyl and aluminum siding of the gable ends of the residences. All roofs shall be either shingles or of glazed tile, cement, slate, or Bermuda-type cement, unless otherwise approved by the Association in writing. All driveways and parking areas shall be constructed of poured concrete, or concrete or brick pavers.

Section 7.9 Trailers and Temporary Structures. Except as may be reasonably necessary for construction work, no tents, trailers, commercial vehicles, or temporary or accessory structures shall be erected or permitted to remain on any Lot without the written consent of the Association.

Section 7.10 Landscaping of Lots. All areas of Lot, except those on which a residence or its accessories are constructed, shall be landscaped and sodded in a manner consistent with the appearance of the Subdivision. All lawns and landscaping shall extend to the pavement line in front of or adjacent to any residence, and to the normal water line for those Lots adjacent to lakes. Not later than thirty (30) days following the completion of construction upon a Lot, that Lot shall be sodded and landscaped in accordance with a landscaping plan as required by the Association.

Section 7.11 Lighting of Lots. Lighting plans for all areas on a Lot shall be subject to the approval of the Association and shall not cast light directly on any other Lot.

Section 7.12 Fences, Walls, and Hedges. The Subdivision is a "no fence" community. Therefore, no fences or walls of any type shall be permitted on any Lot to enclose or separate property, and no hedges shall be planted on a Lot. Notwithstanding same, as provided in Sections 9.8 and 9.9 of Article IX below, Owners may screen small areas on a Lot which contain trash cans and other waste receptacles, and/or utility equipment, so that such items are not visible from public view.

Section 7.13 Solar Panels. Solar panels are permitted to be installed on the roof of a residence, but must be approved by the Association's Architectural Committee in writing prior to installation, and the installations must be in compliance with all applicable governmental regulations.

Section 7.14 Towers, Aerials, Cables, and Electric Emissions. Unless approved by the Association's Architectural Committee in writing, no towers, antennas, aerials, or overhead wires or cables shall be permitted in the Subdivision. No electrical or electronic system or device shall be permitted or maintained if it interferes with radio, telephone, television, internet, or other public communications reception in the Subdivision. Satellite dishes less than one (1) meter in diameter are allowed as provided in the Federal Communications Commission's Over-the-Air Reception Devices Rule. Such satellite dishes may be placed on the ground, the side of building, the roof, or on a post no higher than five (5) feet on the side or in back of the residence when also reasonably screened by a hedge or fence which is compatible with the residential character and appearance of

the subdivision.

It is the intent of this provision to comply with the Telecommunications Act of 1996, as amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or to preclude reception of acceptable quality signals. Any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

Section 7.15 Right of the Association to Grant Variances. The Association has the absolute right and discretion to grant variances from the obligations of this Article VII in cases where not to grant such variance would create hardship in the opinion of the Board or where such variances would be in keeping with the spirit and intent of this Declaration, and/or would be such as to not adversely affect any neighboring Lot Owners or the Subdivision as a whole. Such variances, if granted, shall be granted upon the written application of the Lot Owner setting forth in detail the variance required and reasons for it. Any such variance, if granted, shall be granted by the Association in writing and shall be strictly complied with by the applicant. To become effective, all such variances must be executed with the formalities of a deed and recorded in the Public Records of Manatee County, Florida.

Article VIII Architectural Approval and Committee

Section 8.1 Architectural Committee. The Association shall have an Architectural Committee. The Architectural Committee shall oversee the various improvements made on the Lots in the Subdivision in accordance with the standards of this Declaration, as well as any rules and regulations duly adopted by the Association. The Board shall appoint the members of the Architectural Committee. There shall be no less than three (3) members on the Committee who shall serve for two (2) year terms. In the event of the resignation, failure, refusal, or inability of any such Committee member to act, the Board shall have the right to replace such member with a new appointee for the unexpired term of the member being replaced.

Section 8.2 Approval Required. No structure or improvement, nor any additions thereto, included but not limited to any residence, building, pool, garage, wall, fence, or other structure of any kind, shall be constructed on a Lot until the complete plans and specifications, including any alterations to same, are submitted to the Architectural Committee for approval. Similarly, no change in color scheme, major landscaping improvements or changes, or any other improvements which change the exterior appearance of a Lot and/or residence, may be made, unless approved in writing by the Architectural Committee. The Architectural Committee shall review all such plans and specifications, and shall not unreasonably withhold approval of same.

Section 8.3 Approval Process. The Architectural Committee shall have no more than thirty (30) days to approve or reject plans and specifications submitted by an Owner for a proposed structure or improvement on a Lot, or they shall be deemed approved. Notwithstanding same, such timeframes may be extended in the discretion of the Board in the event of sever tropical weather, a pandemic, or other disruptive event which interrupts or prevents business in the Manatee County or greater Tampa Bay area. In the event that the Association rejects an Owner's

plans and specifications, it shall advise the Owner in writing the reasons for same. The Lot Owner may then resubmit amended plans and specifications to the Association, which it shall approve or disapprove within ten (10) days after receipt.

Section 8.4 Conformance with Approved Plans. After plans and specifications have been approved by the Architectural Committee, such plans and specifications shall be constructed, improved, or modified in strict conformity with same, as well as in accordance with all governmental requirements.

Section 8.5 Architectural Committee Rules and Regulations. The Architectural Committee may adopt rules and regulations and/or procedures regarding architectural review and procedures, subject to the approval of the Board.

Section 8.6 Right of Entry. With the written permission of a Board director, any agent of the Association and/or members of the Architectural Committee may, at any reasonable time, enter onto a Lot and inspect same for compliance with any approvals of requests made by the Owner to the Architectural Committee, and any such entry shall not be deemed a trespass.

Article IX **Use Restrictions**

Section 9.1 Use Restrictions. Garden Lakes Estates is a residential community. To assist in maintaining a harmonious community, specific land use restrictions have been set forth below. These provisions are applicable to all of the Property and shall govern the conduct of all Lot Owners and shall also apply to all occupants, tenants, and visitors of any Lot. Every Lot Owner shall cause all occupants of his/her/its Lot to comply with this Declaration and the Bylaws, and shall be responsible for all violations and losses to the Association caused by such occupants, notwithstanding the fact that such occupants of a Lot are also fully liable for such violations.

Section 9.2 Business Use. No trade or business may be conducted in or from any Lot, except that a Lot Owner or occupant residing upon a Lot may conduct business activities within the Lot so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (2) the business activity conforms to all zoning requirements for the Property; and (3) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Any business activity involving car or vehicle repair is prohibited. Residents may make minor repairs or perform maintenance on their personal vehicles within their garage, but any such repairs or maintenance must be completed in a reasonable time period. Additionally, residents may make tire changes and/or wash, wax, or clean their personal vehicles in their driveways.

Section 9.3 Rentals. No residence may be rented until its Owner has owned the residence for a minimum of three (3) years. No residence shall be rented more than twice a year. No rental term may be made for a period of less than one (1) year. All Owners who lease a residence are both required to perform a reasonable background investigation on prospective tenants, and provide a copy of their lease to the Board within either thirty (30) days of the recording of this

Declaration with the Manatee County Clerk of Court, or of the effective date of the lease, as applicable.

Section 9.4 Sales and Other Transfers of Ownership. Within thirty (30) days of the effective date of ownership, all new Lot Owners in the Subdivision shall provide a copy of their deed, or other document transferring ownership, to the Association.

Section 9.5 Animals. Only common household pets are permitted. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. All pets must be kept on a leash when outside.

Section 9.6 Parking. No vehicle shall be regularly parked in the Subdivision except inside the garage or on the driveway of a residence. Parking on the grass, or in the driveway of the residences of other Owners, is prohibited. Street parking, when not blocking the reasonable flow of traffic, is permissible except from 11:00 p.m. to 5:00 a.m., unless authorized in writing by a Board member for overnight guests and/or driveway maintenance. Once an Owner receives two (2) written warnings in a calendar year for street parking which is in violation of this Section, the Association has the authority to tow vehicles for that residence which continue to be parked in violation of this Section. Other than those vehicles present to provide services to a Lot, no commercial vehicles may be parked in the Subdivision unless inside a garage and concealed from public view, unless otherwise permitted by law. Boats, boat trailers, motor homes, campers, recreational vehicles, motorcycles, and any vehicle not in operable condition, may only be parked within a garage and concealed from public view. Notwithstanding same, when applicable, such vehicles may be parked in the Subdivision temporarily when loading or unloading, or by a non-resident who is using such a vehicle while providing services to a Lot, as long as the vehicle being used by that service provider is not blocking street access. Additionally, the Board may, in its discretion, permit such vehicles to be parked in the Subdivision for a limited time period connected with improvements being made to the Lot and/or for accommodating guests.

Section 9.7 Garage Use. Garages shall be used solely for the storage of vehicles and other items customarily stored in garages, and for activities customarily undertaken in a household garage.

Section 9.8 Screening of Garbage, Trash, and Recycle Containers. All garbage, trash, and recycle containers must be placed within enclosed or screened areas which are secured and screened from public view, and such containers shall not be placed on or near streets for collection sooner than 6:00 p.m. of the night before the collection day.

Section 9.9 Screening of Utility Equipment. Owners may screen small areas on a Lot which contain utility equipment so that such items are not visible from public view.

Section 9.10 Outdoor Equipment and Appliances. Storage tanks of any kind must be installed underground. Water treatment systems, swimming pool and spa equipment, air-conditioner handlers, heat pumps, and heaters of any type shall only be located at the rear of a residence, and screened in from public view, unless otherwise permitted by the Association.

Section 9.11 Clotheslines. All temporary clotheslines and drying property shall be located in the rear yard of the Lot. Permanent clotheslines require the prior written approval of the Association.

Section 9.12 Air Conditioning Units. Window or wall air conditioning units are not permitted on any Lot.

Section 9.13 Mailboxes. All mailboxes and similar receptacles shall be the property of the Association and the Association shall maintain the same. All mailboxes shall be of a uniform standard style, design and color to be selected by the Association's Architectural Committee and approved by the Board. The Board and the Architectural Committee shall maintain appearance standards for all mailboxes.

Section 9.14 Flags and Flagpoles. No flag may be kept or placed upon any Lot so as to be visible from public view except that a Lot Owner may display in a respectful manner up to two (2) of the following portable, removable flags of a size not larger than four and a half feet (4 ½') by six feet (6'): The United States flag; The official flag of the State of Florida; a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard; a POW-MIA flag; or one of the "first responder flags" listed in Section 720.304(2)(a), Florida Statutes. Notwithstanding same, any such flags which become dilapidated, or otherwise appear in a noticeably damaged condition, shall be promptly replaced.

A Lot Owner may additionally erect a freestanding flagpole no more than twenty feet (20') high on any portion of the Lot to display two (2) of the flags indicated above in this Section, as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Manatee County noise and lighting ordinances and all setback and locational criteria contained in this instrument.

Section 9.15 Signs. No signs shall be displayed on any Lot for public review, except that the following signs are permitted: a) Ornamental or house number plates installed on a residence; b) "For Sale" signs; c) Security system service signs; d) Birthday, graduation, anniversary, congratulations, and other such personal celebratory signs not exceeding four feet by six feet (4' x 6') are permitted to be displayed for a forty-eight (48) hour time period; e) A single candidate approved sign supporting that candidate in an election, not exceeding twenty-four inches by twenty-four inches (24" x 24"), is permitted from thirty (30) days prior to the date of the election in which the candidate is running, up until twenty-four (24) hours after that election; and f) Signs which are part of holiday decorations for a Lot.

Section 9.16 Nuisances and Hazards. No noxious, illegal, or offensive activities shall be carried on or conducted on any portion of the Property that is or may become a nuisance or a substantial detriment to the Lot Owners. Nor shall anything be done or placed thereon, which may be or become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to any other Lot Owner or unreasonable interference with his/her enjoyment of said property, or have potential of having an adverse impact on the economic value of other properties. Further, nothing shall be done or kept upon the Lot which will increase the rate of insurance maintained by the Association.

Section 9.17 Right of Entry. The Association has a perpetual and irrevocable easement over each Lot to inspect same for the purpose of ascertaining an Owner's compliance with the provisions of this Declaration. Any such inspection shall be made at a reasonable time and shall not be deemed a trespass on the Lot.

Section 9.18 Covenant Enforcement. These covenants and restrictions, along with the Association's Rules and Regulations may be enforced pursuant to this Declaration, the Bylaws and the Homeowners' Association Act. Furthermore, subject to statutory pre-suit mediation requirements provided in the Homeowners' Association Act, these covenants and restrictions may be enforced by the Association or by any other Lot Owner by filing an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, both at the trial and the appellate levels.

All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles of Incorporation, or the Bylaws, shall be deemed to be cumulative, and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights, or privileges as may be granted or as it might have by law.

Section 9.19 Additional Standards and Rules and Regulations. The Association, through the Board, shall have the right to promulgate and impose further standards, and/or Rules and Regulations of the Association, and thereafter to modify, alter, amend, rescind, and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Lots, the Common Area, and any improvements located thereon.

Article X **Assessments and Lien Rights**

Section 10.1 Lands Subject to Assessment. All Lots are subject to a lien for assessments as described in this Declaration.

Section 10.2 Annual Assessment and Budget. Prior to the beginning of each calendar year, the Association shall establish a budget. This budget shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board to allow it to carry out its purposes, which may include the following:

- a. To pay all ad valorem taxes assessed against Common Area, if any, and against all personal property owned by the Association.
- b. To pay any other taxes assessed against the Association.
- c. To pay all expenses required for the operation, maintenance, management, repair, and improvement of the Common Area, including, without limitation, lake maintenance, and drainage.
- d. To pay all utility charges incurred in connection with the operation of the Common Area or the performance of the Association's obligations under this Declaration.
- e. To pay for casualty, liability, directors and officers coverage, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.

- f. To pay for accounting, legal, engineering, and such other professional services as may be appropriate.
- g. To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance, and improvements, as well as capital replacements.
- h. To pay operating expenses of the Association, including reimbursement of actual expenses incurred by Board directors, as permissible by law.
- i. To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.
- j. To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this Declaration.

Section 10.3 Assessment for Capital Contribution. The purchaser of each Lot in the Subdivision shall, upon closing the purchase and sale of the Lot, pay to the Association a capital contribution assessment equal to three-quarters of a percent (.075%) of the purchase price of the Lot. The Association shall use these funds to reduce the need for special assessments and increases in the annual assessment. Transfers of ownership which occur due to inheritance, or for tax and/or estate planning purposes, where no funds are paid for the transfer of ownership of the Lot, shall not be required to pay a capital contribution assessment. Additionally, no capital contribution assessment shall be due when a Lot is acquired by a mortgage holder or the Association through a foreclosure sale or deed in lieu of foreclosure.

Section 10.4 Special Assessments. The Association shall have the right to levy special assessments against the Lots in the event: 1) that the budget adopted for any fiscal year is insufficient to pay the costs and expenses of the association; 2) of an emergency; or 3) that the Association's reserves are insufficient to cover expenditures for capital improvements, repairs, or replacements.

Section 10.5 Levying of Assessments. All annual and special assessments levied by the Association shall be on the basis of one (1) equal pro-rata share per Lot, so that each Lot Owner shall bear an equal pro rata share of the assessments.

Section 10.6 Interest and Late Fees. If any assessment, whether annual, special, or as a capital contribution, is not paid when due, the association shall have the right to charge the defaulting Lot Owner a late fee of five percent (5%) of the amount of the assessment, or Twenty-Five Dollars (\$25.00), not to exceed whichever is greater, plus interest at the highest rate of interest allowable by law, from the due date until paid. However, the Association will allow a ten (10) day grace period beyond the due date of the assessment before levying any late fees or interest charges. No payment by check is deemed received until the check has cleared. Bounced checks shall be subject to the penalty fee charged to the Association by its bank. All payments shall be applied to amounts due and owing per the Homeowners' Association Act, as amended.

Section 10.7 Lien for Assessments. The Association has a lien on each Lot for unpaid assessments owed to the Association by the Owner of such Lot, and for late fees, costs, and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the

Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the Public Records of Manatee County. Upon payment in full of all sums secured by the lien, the Association shall record a satisfaction of the lien.

Section 10.8 Subordination of Lien. Where a first mortgage holder obtains title to a Lot pursuant to the foreclosure of the first mortgage of record, or where a first mortgage holder accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record, that mortgage holder or its assigns shall be liable for any assessments, late fees, interest charges, or for other monies owed to the Association on that Lot as provided in the Homeowners' Association Act. Any person or entity other than first mortgage holders who acquire the Lot through the above stated methods, including, without limitation, persons acquiring title by sale, gift, devise, operation of law, or by purchase at a judicial or tax sale, shall be liable for all unpaid assessments and other monies due and owing by the former Owner to the Association, and may be barred as provided in the Homeowners' Association Act from enjoyment of the Common Elements or the recreational facilities until such time as all unpaid assessments and other monies have been paid in full. All new Owners, from and after the time of acquiring such title, shall be liable for payment of all future assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot.

Section 10.9 Collection and Foreclosures. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including, but not limited to reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. All rights and remedies of the Association in this Section are cumulative of any other rights and remedies it may have pursuant to this instrument or by law.

Section 10.10 Reserves. The Board may establish reserve accounts in reasonable amounts and in such categories as are determined by the Board for deferred maintenance repair and replacements, including maintenance of all Common Area, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Association. All amounts collected as a reserve shall be held in trust for the purposes of which such funds are allocated for and shall not be commingled with any other funds of the Association.

Article XI

Amendments to the Declaration

Section 11.1 Vote Required. This Declaration may be amended at any time by the majority affirmative vote of the Association's total Membership, at the Annual Meeting or at any special meeting of the Members who are present, in person or by Proxy, at which a quorum has been attained. Upon successfully obtaining the Membership approval required herein, the Declaration amendment, along with a duly executed certificate of amendment, shall be recorded in the Public Records of Manatee County, Florida. Upon the recording of the amendment and certificate of amendment in the Public Records, the amendment shall be legally effective. Notice to the

Membership of a recorded amendment shall be made as provided in Florida Statutes Section 720.306(1)(b), as amended.

Section 11.2 Restrictions on Amendments. Pursuant to Florida Statutes Section 720.306(1)(c), as amended, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the Common Expenses of the Association unless the record Lot Owners and all record owners of liens on the Lots join in the execution of the amendment. No amendment shall be made which is in conflict with Florida law or this Declaration.

Section 11.3 Correction of Errors. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board without the consent of the Members.

Article XII **Additional Provisions**

Section 12.1 Interpretation. The provisions of this Declaration, as amended from time to time in accordance with this Declaration, shall be deemed covenants running with the land. Titles, captions, Section, and paragraph headings have been used for convenience only, and shall not be used in interpreting this Declaration.

Section 12.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any Section or other provision of this Declaration, the Articles of Incorporation, or Bylaws of the Association shall not affect the validity of the remaining portions.

Section 12.3 Titles. The various titles of the Articles and Sections herein have been used solely for reference and do not in any way affect the construction, interpretation, or meaning or any word, clause, paragraph or subparagraph of this Declaration.