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KAREN E. RUSHING  
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SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
FOR  
KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions of KEYWAY PLACE and the Bylaws of KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC. (which Declaration and Bylaw are originally recorded at Official Records Instrument #2014069224, of the Public Records of Sarasota County, Florida) (herein, the "Association") were approved and adopted at a special membership meeting of the Association held on October 31, 2019 and continued to November 21, 2019, by the affirmative vote of not less than two-thirds (2/3) of a majority of the total voting interests in the Association as required by Article XVI of the Declaration of Covenants. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 20<sup>th</sup> day of January, 2020.

Signed, sealed and delivered:  
in the presence of:

sign Patricia Bowers

print Patricia Bowers

sign Mary E. Kelleher

print MARY E. KELLEHER

KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.

By: Thomas Gaff  
Thomas Gaff, President

Attest: John DuPont  
John DuPont, Secretary  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2020, by Thomas Gaff, as President of Keyway Place Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced FL Drivers License as identification.



NOTARY PUBLIC

sign Diana Losier

print DIANA LOSIER

State of Florida (Seal)

My Commission Expires: April 16, 2023

# EXHIBIT "A"

## AMENDMENTS

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEYWAY PLACE

[Additions are indicated by underline; deletions by ~~strike through~~]

#### Article I: Definitions and Construction

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1.5 "Association" means Keyway Place Homeowners Association, Inc., a Florida Corporation not for profit, organized ~~or to be organized~~ under Chapter 617, Florida Statutes, and the Act. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, and Florida Statutes.

1.8 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the Bylaws or any rules promulgated thereunder, or any agreement properly entered into by the Association, including, but not limited to, (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; (d) the fees associated with bulk service arrangements, if any, entered in-to by ~~the Declarant or the Association~~ ~~(as the case may be)~~ for the provision of services to the Community; and (e) the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the By-Laws. Common Expenses do not necessarily apply to all Lot Owners, and Common Expenses shall be collected through the various types of assessments as contemplated hereunder.

1.20 "Lot Owner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Lot Owners, jointly and severally. ~~Declarant is a Lot Owner with respect to each Lot from time to time owned by such Declarant.~~

1.21 "Member" means a member of the Association. See Article V, Paragraph 5.1 of this "Declaration".

1.27 "Work" means the development of all or any portion of the Property as a residential community by Declarant's construction and installation of streets, dwellings, buildings, or other improvements and the sale or other disposition of the Property and improvements thereon in parcels or as completed Lots or Homes. "Work" also means development or improvements by the Association or individual Lot Owners.

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Article II: Property Subject to this Declaration; General Plan of Development

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2.2 General Plan of Development. The Community is a residential community ~~intended to include~~ of single-family residences, together with certain recreational and other ancillary facilities. The Community is ~~presently contemplated to contain approximately~~ contains seventy (70) single-family lots. ~~Lots, more or less, but the number of residential units may increase if Declarant adds additional phase(s). Declarant does not currently anticipate that any portion the Community will be submitted to the condominium form of ownership, but Declarant reserves the right to do so. Each Owner, by virtue of taking title to a portion of the Property, consents and understands that the foregoing estimate of the number of Homes within the Community is only an estimate. Declarant shall have the right, authority and power, in its sole discretion, to create more or fewer Homes in the Community from time to time.~~

2.3 Expansion of Community. ~~Declarant~~ The Association has the right, acting in its sole discretion, but not the obligation, to expand the Community from time to time by adding additional land, or to change the number or kind of Homes, or other features of the Community.

2.4 RESERVED ~~Long Term Development.~~ ~~Some areas of the Community may be under development for extended periods of time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by the construction operations. From time to time, Declarant, builders and others may present to the public or display certain renderings, plans and models showing possible future development of the Community. Declarant does not warrant in any way that the schemes in these renderings, plans or models will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for the Community.~~

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Article III: Property Rights, Easements and Restrictions

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3.3.1.3 the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Lot Owners. No such dedication or transfer shall be effective unless ~~the Members entitled to~~ at least 2/3 of the ~~Class A votes and all of the Class B votes~~ of total Members agree to such dedication or transfer, provided that this Section shall not preclude the Board of Directors from granting easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership; and

3.4 Boundary Wall/Fence/Hedge Easement. An easement is hereby reserved to ~~Declarant and granted to the Association~~ for the purpose of engineering, designing, constructing and maintaining any boundary wall, ~~or fence,~~ or hedge that may be constructed by ~~Declarant, or the Association,~~ which the Association has the obligation to maintain. Any boundary wall, ~~or fence~~ or hedge constructed within said easement shall be the sole property of the Association. Once a boundary wall, ~~or fence,~~ or hedge has been constructed, the location of the easement with regard thereto shall be where the boundary wall ~~or fence~~ or hedge exists and such area adjacent to the boundary wall, ~~or fence,~~ or hedge necessary for ingress and egress and to construct and maintain such wall, ~~or fence,~~ or hedge. The blanket easement hereby granted shall not interfere with the provisions for access to the Homes and Lots, by curb cuts, driveways and the like. No boundary wall, ~~or fence,~~ or hedge shall be placed in a public utility easement.

3.5 ~~RESERVED~~ Development Easements Reserved to Declarant. Declarant hereby reserves unto itself, and its successors and assigns, non-exclusive easements over, under, upon and through, as well as the right to grant non-exclusive easements over, under, upon and through the Property for the purposes of ingress to and egress, constructing and maintaining improvements, and to do all other activity necessary or associated with the development of the Community and each and every parcel thereof.

3.6 Right of Entry. All policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties as well as agents or employees of Declarant or the Association shall have the right, but not the obligation, to enter into any Home or other building on the Property for emergency and safety reasons, and to abate nuisances (including, without limitation, false burglar alarms).

3.7 Multi-Media Services. ~~Declarant~~ The Association may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television, internet service, high speed access, satellite dish providers or other services ("Multi-Media Services") for the provision of Multi-Media Services to the Community and all Lots included therein. If such agreement is established, the fees for the MultiMedia Services payable to the multi-media service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of these Common Expenses by election not to utilize any one or all of the Multi-Media Services. If ~~Declarant~~ the Association executes any such agreement for Multi-Media Services, ~~Declarant~~ the Association shall be entitled to retain for its sole benefit any marketing fees, door fees, or other consideration payable by the provider to ~~Declarant~~ the Association and neither the Lot Owner nor the Association shall have any claim to such payments.

~~ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE MULTI-MEDIA SERVICES SERVING THE COMMUNITY FOR A TERM WHICH EXTENDS BEYOND THE TURNOVER DATE AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH LOT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH LOT ELECT TO RECEIVE THE MULTI-MEDIA SERVICES.~~

3.8 ~~RESERVED~~. Visual Security. ~~Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the Community and all Lots included therein. If such agreement is established, the fees for the visual security service channel payable to the service provide shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of these Common Expenses by election not to utilize the visual security service channel.~~

3.9 ~~RESERVED~~. Community Bulletin Board. ~~Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the Community and all Lots included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of the Common Expenses by election not to utilize the community bulletin board channel.~~

3.11.1 Division of Lands; Prohibition Against Timesharing. No Lot shall be subdivided or its boundary lines changed, ~~except by Declarant as to the Lots owned by Declarant and otherwise except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots. Declarant hereby expressly reserves the right to replat any Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.~~

No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program, ~~(except for hotel lodging purposes by Declarant) whereby the right to exclusive use of the Home or other Lot rotates among multiple owners or members of the program on a fixed or floating time schedule~~

~~over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration and, in its sole discretion, may develop a timeshare regime or facility on any portion of the Property from time to time. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.~~

3.12 Restrictions on Use ~~Applicable~~ Applicable to Lots. The following covenants, restrictions and easements are hereby imposed on the Lots in the Community, and shall run with the land and be binding upon all Lot Owners, Residents, and other occupants and their respective successors and assigns:

3.12.1.1 Easements. Each Lot and the Common Property are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including, but not limited to, fences, boundary walls, driveways, walkways and roof structures which overhang and encroach upon the subordinate Lot or Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that any such entry made for purposes of maintenance, restoration or repair shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the subordinate tenement. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time, and not be conditioned upon prior knowledge of the owner of the subordinate tenement. The owner of the subordinate tenement shall not place any improvement, material or obstacle in or over the easement area on the subordinate tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the subordinate tenement at that owner's expense when requested by the owner of the dominant tenement ~~or Declarant~~ notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

~~3.12.1.5.4 Declarant Exemption; Amendment to Provisions Concerning Signs. Declarant is specifically exempt from the provisions of this Section 3.12.1.5, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this Section 3.12.1.5 pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.~~

3.12.1.7 ~~Mailboxes. Mailboxes shall be constructed and located by Declarant in its sole discretion, unless a central mailbox is required, and in accordance with United States Postal Service requirements. A perpetual, non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail. Replacement and maintenance of mailboxes shall be the obligation of the Lot Owner, provided that the replacement of a mailbox shall only be permitted if the replacement is of the brand and type specified by the ARC pursuant to the ARC Guidelines. If the mailbox structure contains a light fixture, the Lot Owner shall be responsible for changing the light bulb contained therein and otherwise performing maintenance, repairs and replacements of such fixture.~~ Mailboxes are provided in a single structure of multiple mailboxes accessible by all lot owners. The Association shall be responsible for the maintenance, repair, and replacement of the mailbox structure.

3.12.1.10 ~~Automobile Garage. No automobile garage shall be permanently enclosed and converted to other use, without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction, as further provided in Section 3.12.1.14 herein.~~

3.12.1.11.3 A determination by the Board that an animal or pet kept or harbored in a Home on a Lot is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be kept on the exterior of a Lot or upon

the Common Property or left unattended in a yard or on a ~~balcony~~, porch, patio or lanai. All pets shall be walked on a leash and no pet shall be permitted to leave its excrement on any portion of the Property, and the owner of such pet shall immediately remove the same. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

3.12.1.11.4 Each Lot Owner, by virtue of taking title to a Lot, and each Resident shall indemnify the Association ~~and Declarant~~ and hold ~~them~~ it harmless from and against any loss or liability of any kind or character whatsoever arising from such Lot Owner or Resident having any pet upon a Lot or any other portion of any property subject to this Declaration. The Association shall have the power and right to promulgate Rules and Regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

3.12.1.11.5 Notwithstanding any provision herein to the contrary, ~~Declarant~~ the Association, in its sole discretion and as it may deem necessary and appropriate, shall be entitled to grant a waiver to the three (3) pet requirement in connection with the initial conveyance of a Lot from the Declarant to a third party. In the event such a waiver is granted (which shall be in writing and shall specifically reference this subsection and shall be delivered to the Association for inclusion in its official records), the Lot Owner shall be permitted to maintain any such pet(s) which exceed the three (3) pet limit for the remainder of such pet(s) life, but shall not be entitled to replace any pet that dies for so long as the three (3) pet limit is exceeded. By way of example, if a waiver is granted to permit four (4) pets, when one pet dies, it cannot be replaced, but upon the death of two pets, the owner shall then be permitted to replace one of the pets so as to be in compliance with the three (3) pet limit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the Lot Owner thereof or to the owner of the Lot containing such pet.

3.12.1.12.8 RESERVED ~~This Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant or the Association.~~

3.12.1.12.9 RESERVED. ~~No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.~~

3.12.1.15 Trash: Garbage Containers. No portion of the Property shall be used or maintained as a dumping ground for rubbish. ~~Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops.~~ All trash containers shall be kept in a clean and sanitary condition and out of plain view from the public. Lot Owners shall not discard yard waste or solid waste into the ditch system located around the perimeter of the Community. ~~On certain Lots, the Association may require screening of the area within which a trash receptacle may be stored, and such screening shall be subject to prior written approval of the ARC.~~

3.12.1.16 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Community, ~~unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ARC and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the ARC and all applicable governmental authorities. Septic tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices of Declarant or as otherwise permitted by the ARC in conjunction with temporary use.~~

3.12.1.21 Increase in the Size of Lots: Changes in Elevation. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, ~~except upon the prior written approval of the ARC.~~ The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. ~~without the prior written approval of the ARC.~~

3.12.1.22 Swimming Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. In-ground swimming pools may be constructed or installed subject to prior written approval by the ARC. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby" barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, ~~and all such screening and barriers may be constructed or installed subject to previous approval by the ARC.~~

3.12.1.25 Street Lights. The Association shall be responsible for paying the cost of the streetlights located within the Community, the cost of which shall be included in the General Lot Assessment. ~~However, Declarant reserves the right to have a Street Light special tax district formed.~~

3.12.1.26 Fences. Walls and Hedges.

3.12.1.26.1 ~~Declarant~~ The Association and/or a Lot Owner shall be permitted to add fences and/or walls hedges to a Home on a Lot in order to privatize their Lot and Home, but no such fence and/or wall hedge shall be erected without the prior written approval of the ARC. The ARC shall consider the design, location and specifications of a proposed fence and/or wall hedge to ensure that all elements of same are consistent with the architectural styling of the Home, surrounding Homes and the Community as a whole. ~~The ARC shall be entitled to determine the materials, height and appearance of each type of fence and wall, based upon location within the Community, the purpose of the fence and/or wall, the durability of the materials to be utilized, the impact of the resulting visual effect of the fence and/or wall, and all other matters deemed to be relevant by the ARC, with the goal being to ensure a consistent quality of placement, design and materials.~~

3.12.1.26.3 RESERVED ~~Where a proposed fence or wall is deemed by the ARC to be unnecessary or unsightly and detracting from the character of the Community, a landscape screen in lieu of a fence or wall may be required. In general, fences or walls are not encouraged within the Community except where integrated with the design of the Home and enhance the overall character of the Community. Hedges and/or clusters of trees and understory shrubs are preferred.~~

3.12.1.27 ~~Declarant has pre-established, or shall establish prior to the first closing of the sale of a Lot to a third party, certain standards for fences and/or walls which are acceptable for the Community. Such standards shall be provided to Lot Owners, and may include, as deemed appropriate, specifications pertaining to permitted materials and locational and sight criteria, as well as other specifications. The Board shall promulgate such standards as rules of the Association and the ARC shall be required to utilize such standards in consideration of a request for installation of a fence or wall hedges by a Lot Owner. Declarant~~ The Association shall have the sole right and power, from time to time and without requirement for consent of or approval from any Person or party, to modify such standards for fences and walls hedges, and the ARC shall be required to enforce and utilize all such modifications, ~~that are made from time to time.~~

3.12.1.27.1 Notwithstanding any provision to the contrary contained in this Declaration or in any rules promulgated by the Association, a Lot Owner shall be required to satisfy all applicable governmental requirements pertaining to fences or walls hedges prior to installation, ~~and construction.~~

3.12.2 Home Business Use. No trade or business may be conducted in or from any Home on a Lot, except that a Lot Owner, Resident or occupant residing in a Home on a Lot may conduct business activities within such Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Home and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this Section.

~~Every person, firm or corporation purchasing a Lot recognizes that Declarant and its agents and designated assigns have and shall have the right to (i) use Lots for sales offices, field construction offices, storage facilities, general business offices, a sales/model center and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Community open to the public for inspection seven (7) days per week for such hours as are deemed necessary by the Declarant. Declarant's rights under the preceding sentence shall terminate on the date that is twenty (20) years after this Declaration is recorded, or for so long as Declarant operates a sales model center within the Community; provided, however, that if Declarant determines it is appropriate to terminate such rights prior to either of the foregoing occurrences, Declarant may do so by recording its abandonment of such rights by an instrument recorded in the public records of the County. It is the express intention of this Section that the rights granted Declarant to maintain sales offices, general business offices, a sales/model center and model homes shall not be restricted or limited to Declarant's sales activity relating to the Community but shall benefit Declarant in the construction, development and sale of such other property and Lots which Declarant may own.~~

3.12.2.4 Sound Transmission. Each Lot Owner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Homes and Lots and/or mechanical equipment can be heard in another Home or upon another Lot. ~~Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and Lots and the other portions of the Property, and each~~ Each Lot Owner hereby waives and expressly releases to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

3.12.2.7 RESERVED ~~Size of Homes on the Lots. All Homes on Lots constructed within the Community shall contain a minimum of 1,200 square feet of air conditioned living area. For purposes of the preceding sentence, "living area" shall be deemed to exclude garage areas. All such Homes shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub and a toilet and wash basin. All such Homes shall have at least a two (2) car garage attached to and made part of the Home. No such Home shall exceed two and one half (2 1/2) stories, nor forty five (45) feet in height. All such Homes shall be constructed with concrete or brick paver driveways and grassed front, side and rear lawns. Each such Home shall have a shrubbery planting in front of the Home.~~

3.12.2.9 Wells. The drilling, construction, installation or use of an underground well of any kind on any Lots is strictly prohibited. This restriction shall not preclude the Association from developing wells in the Common Property in conformance with governmental regulations.

3.14 RESERVED ~~Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Declarant, or a third party with the prior written consent of Declarant (so long as Declarant is an owner of any portion of the Property) and the Association or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by Declarant as same determines to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to:~~



~~3.14.1 Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Declarant's or other permitted Lot Owner's business of completing the development of the Community.~~

~~3.14.2 Development. Conducting thereon its business of completing the development and disposing of the same by sale, lease or otherwise. However, any and all Work described herein and proposed to be performed must be performed in accordance with the provisions of the ARC Guidelines.~~

~~3.14.3 Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Homes and/or Lots.~~

3.17 Restrictions on Use of Lakes, Ponds, Waterways, Wetlands, or Other Bodies of Water. With respect to any lakes, ponds, waterways, wetlands or other bodies of water located on the Property, no Lot Owner, Resident or any temporary occupant of a Home shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Lot Owner, Resident or any temporary occupant of a Home shall dig a well on any Lot for any purpose, including but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. ~~The provisions of this Section shall not apply to Declarant. No amendment to this Section shall be effective without the express prior written consent of Declarant.~~

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#### Article IV: Architectural Control

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4.2.3 ~~Notwithstanding any provision to the contrary, Declarant shall be entitled to appoint all members of the ARC until such time as Declarant no longer owns any portion of the Property. Upon such time as Declarant no longer owns any portion of the Property, the members of the ARC shall be appointed by the Board.~~

4.2.4 The ARC is authorized, but shall not be obligated, to require that the applicant for such approval include together with the request therefor such plans, specifications, drawings, information and materials as the ARC may request in order to make an informed decision, ~~which may include in the case of a request for approval of the construction of a Home the following:~~

~~4.2.4.1 Two (2) copies of a site plan showing the location of all improvements, structures, pools, enclosures, fences, walls, driveways, sidewalks, and mechanical equipment for air conditioning, pools and the like. The site plan may also include the overall dimensions of the Lot and the overall dimensions of all improvements and the distances from the Lot lines. The site plan may set forth the information pertaining to grading and drainage, including, but not limited to, finished floor elevation(s) of the Home and elevations of the pool deck, patio(s) and other exterior slabs, the elevation of all Lot corners and the directions of surface water runoff. One copy of such site plan shall be retained by the ARC as a permanent record.~~

~~4.2.4.2 Two (2) copies of complete, final building plans setting forth the foundation and floor plans, front, rear and side elevations and cross sections as may be required for evaluation of the plans by the ARC. Such plans shall show all appropriate dimensions, roof pitches and sizes and types of exposed materials. One copy of such final building plans shall be retained by the ARC as a permanent record.~~

~~4.2.5 RESERVED The ARC is authorized; but shall not be obligated to require two (2) copies of outline (summary) specifications detailing the size, kind, type and quality of materials to be utilized in the construction of the Home to be erected on the Lot. Color specifications may include accurate representations or samples of all exterior materials including, but not limited to, roofing, paints, stains, masonry and tile. One copy of such specifications and samples shall be retained by the ARC as a permanent record.~~

~~4.2.6 The ARC is authorized; but shall not be obligated to require two (2) copies of complete landscaping plans detailing the kind, quality, location and dimensions of all plants, trees, and shrubs, ground cover, decorative structures and planters, and landscape materials. The ARC may require that landscaping plans submitted for the initial construction of a Home may also include a detailed breakdown of the quantities of individual plant materials to be utilized and their respective prices in order for the ARC to evaluate the value of the landscaping as required hereunder. One copy of such landscaping plan and budget shall be retained by the ARC as a permanent record.~~

~~4.3 RESERVED Review Factors. In passing upon plans and specifications, the ARC may take into consideration such factors as it deems appropriate, including, without limitation, the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding Community, and the effect and appearance of such construction as viewed from neighboring Lots and Common Properties.~~

4.8 Liability of the ARC and the Board of Directors. Notwithstanding anything in this Article to the contrary, the ARC and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Lot Owner, the Association, or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any ~~plans or specifications~~ Application or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvements:

4.8.4 Comply with any applicable governmental requirements. Furthermore, the ARC and the Board shall not be liable for any defect or deficiency in such ~~plans or specifications~~ Application or improvements or any injury resulting therefrom.

4.9 Completion of Work Remedy. When Work on any improvement is once begun, such Work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason such Work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then the ARC shall have the right to notify the Lot Owner of its intentions herein, enter the Lot and take such steps as might be required to correct the undesirable appearance or existence of the Home, including, but not limited to, demolition and/or removal thereof, and/or pursuit of any of the remedies under this Declaration as the ARC determines, and charge the Lot Owner for all costs associated therewith, which shall include all costs and attorneys' fees. The reason for such correction shall be solely in the discretion of the ARC and may include, but shall not be limited to, aesthetic grounds. The ARC shall have the authority, on behalf of the Board, to enter into such contracts as may be necessary to undertake the remedial and necessary actions on the Lot, ~~including the right to enter into a contract with Declarant to undertake such actions.~~ In addition, any failure to undertake Work under this Section shall require the offending Lot Owner to resubmit ~~plans and specifications~~ an Application to the ARC for approval prior to undertaking any new Work on the Lot.

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Article V: Membership and Voting Rights

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5.2 Voting. The Association shall have ~~two (2) classes~~ one (1) of voting membership: ~~Class A and Class B.~~ So long as there is ~~Class B~~ membership, ~~Class A Members are all Lot Owners except Declarant.~~ The ~~Class B Member shall be Declarant.~~ Upon termination of ~~Class B~~ membership, as provided below, the ~~Class A Members are all Lot Owners including Declarant so long as such Declarant is a Lot Owner.~~ Subject to the provisions of Section 5.3 of this Article, all ~~Class A Members~~ are entitled to cast one (1) vote for each Lot owned. ~~Prior to termination of Class B Membership and the Transfer of Control described in Section 5.4 of this Article, the Class B Member shall be entitled to three (3) votes for each Lot owned.~~ As provided in the Articles of Incorporation, the ~~Class B Member is entitled to appoint the Association's directors until termination of Class B membership.~~

5.4 RESERVED ~~Termination of Class B Membership; Transfer of Control.~~ Prior to termination of ~~Class B~~ membership, ~~Declarant shall be entitled to solely appoint all members of the Board.~~ From time to time, ~~Class B~~ membership may cease and be converted to ~~Class A~~ membership, and ~~Members other than Declarant shall be entitled to elect a majority of the members of the Board, upon the happening of the earliest of the following events:~~

5.4.1 ~~Three (3) months after 90% of the Lots in all portions of the Community which are or may be ultimately subject to governance by the Association have been conveyed to third party Lot Owners; or~~

5.4.2 ~~When the Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County; or~~

5.4.3 ~~Twenty (20) years after this Declaration is recorded in the Public Records of Sarasota County, Florida; or~~

5.4.4 ~~Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents of the Community; or~~

5.4.5 ~~Upon the Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code; or~~

5.4.6 ~~Upon the Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or~~

5.4.7 ~~Upon a receiver for the Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its members.~~

~~Notwithstanding the foregoing, Members other than the Declarant are entitled to elect at least one (1) member of the Board if 50% of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to members. Notwithstanding the foregoing, despite an event of transfer of control having occurred, Declarant shall be entitled to appoint at least one (1) member to the Board, but not more members which would constitute a majority of the Board, as long as the Declarant holds for sale in the ordinary course of business at least 5% of the collective total number of Lots which are or may ultimately be contained within the Community.~~

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Article VI: Rights and Obligations of the Association

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6.1.1 Notwithstanding the foregoing, the Association may, but is not obligated to, employ community access or patrol services or personnel. If community access or patrol services or personnel are employed by the Association, the Board of Directors shall determine, in its sole discretion, the schedule and cost of expense of such access or patrol services or personnel. ~~Declarant, while in control of the Association, does not intend to hire or pay for access or patrol services or personnel. Each Lot Owner, by virtue of taking title to a Lot, consents and agrees that Declarant is and shall be under no obligation to provide any access or patrol services or personnel within the Community, and shall hold Declarant harmless for any occurrences in such regard.~~

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Article VIII: Covenant for Assessments; Fines

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8.2.5 ~~RESERVED Declarant Requirements for the Payment of Lot Assessments. Prior to Transfer of Control, Declarant shall be excused, in its sole discretion, from payment of its share of the Common Expenses and Lot Assessments related to the Lots owned by Declarant from time to time, provided that Declarant pays any operating expenses incurred by the Association that exceed the Lot Assessments receivable from other Lot Owners and other income of the Association, as further provided herein. Such deficit funding shall not preclude the levying of Special Lot Assessments and/or Specific Lot Assessments against the Lot Owners to defray the costs of Association expenses pertaining solely to the Lots and not contemplated under the Association's estimated operating budget for that fiscal year. In no manner shall Declarant be required to pay or fund any portion of a Lot Assessment being utilized for reserves for future repairs or replacements. Subsequent to Transfer of Control, Declarant shall be responsible for the payment of Lot Assessments only upon Lots which it owns and upon which a Home has been constructed for which a certificate of occupancy has been issued.~~

~~In furtherance of the above, Declarant guarantees to each buyer of a Lot that from the recording of this Declaration until thirty nine (39) months from the date of recording of this Declaration or turnover of control of the Association (as provided in Section 5.4 hereof), whichever occurs earlier, the total monthly assessment imposed on the Owner of a Lot pursuant to the Declaration will not exceed the amounts set forth in Exhibit "E" attached hereto and incorporated herein for the respective Lot and period set forth on said Exhibit "E."~~

~~Declarant reserves the right, but not the obligation, to unilaterally extend this guaranty for one or more additional stated periods after the expiration of the initial guaranty period on the date that is thirty nine (39) months from the date of recording of this Declaration or turnover of control of the Association, whichever occurs earlier, although the monthly guarantee amount shall be the same as the last level set forth herein.~~

~~Notwithstanding the above, to the extent permitted by law, in the event of an Extraordinary Financial Event (as hereinafter defined) the costs necessary to effect restoration shall be assessed against all Lot Owners owning Lots on the date of such Extraordinary Financial Event, and their successors and assigns, including Declarant (but only with respect to Lots owned by Declarant upon which a Home has been fully constructed, as evidenced by a final certificate of occupancy). As used in this subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the expiration of the guarantee period (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from insurance which may be maintained by the Association.~~

~~When all Lots within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. Declarant's rights under this entire Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.~~

Article XV: Disclosures

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15.6 Security. ~~The Association will strive to maintain the Community as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL NOT HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION IN ORDER TO MAINTAIN THE COMMUNITY AS A SAFE, SECURE RESIDENTIAL ENVIRONMENT, AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL LOT OWNERS, TENANTS, GUESTS AND INVITEES OF ANY LOT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH LOT OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY LOT OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.~~

15.7 RESERVED. ~~Notices and Disclaimers as to Multi-Media Services. Declarant, its affiliated entity, the Association, their successors or assigns may enter into contracts for the provision of security services through any Multi-Media Services. DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY LOT OWNER OR OCCUPANT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE MULTI-MEDIA SERVICES ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE LOT OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE LOT, DO NOT HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION TO PREVENT SUCH OCCURRENCES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Lot Owner or occupant of property receiving security services through the Multi-Media Services agrees that Declarant, its affiliated entity, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Lot Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Lot Owner or occupant of a Lot obtaining security services through the Multi-Media Services further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the~~

~~loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non performance by an officer, agent or employee of Declarant, its affiliated entity, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.~~

~~In recognition of the fact that interruptions in cable television and other Multi Media Services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Multi Media Services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in MultiMedia Services, regardless of whether or not same is caused by reasons within the control of the then provider of such services.~~

15.8 Notices and Disclaimers as to Water Bodies. ~~NEITHER DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTY BY THE LISTED PARTIES THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. FURTHER, ALL LOT OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN WATER BODIES WITHIN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS OTHERWISE AUTHORIZED BY THE PERMITS. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMITS, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH LOT OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODY WITHIN THE PROPERTY EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) ~~DECLARANT, THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT ASSOCIATION TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.~~~~

FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST AND DO NO IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

~~NEITHER DECLARANT NOR THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES OR WALLS AROUND OR ADJACENT TO ANY WATER BODY WITHIN THE COMMUNITY.~~

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#### Article XVI: General Provisions

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16.2 ~~Amendment. Except as may be otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots on the Property. Except as may be otherwise provided herein, commencing on the date that Declarant shall have conveyed 90% of the Lots on the Property, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of a majority of the total voting interests in the Association who are present in person or by proxy at a duly-called and noticed meeting of the Association membership. In lieu of a vote taken at a meeting, the instrument executed by each of the owners agreeing to an amendment shall be deemed effective, provided that (i) each owner executes the amendment instrument with the formalities of a deed, and (ii) the Association, through its president, certifies the proper approval of the amendment. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record. Notwithstanding the foregoing, (a) no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the WMD. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded. Notwithstanding any provision herein to the contrary, based upon the specific language contained in Section 720.306(l)(c) of the Act, Declarant reserves the right, for so long as Declarant has the right to unilaterally amend the Declaration pursuant to this Section 16.2, to amend or modify the provisions in this Declaration pertaining to the proportionate voting interests appurtenant to a Lot or the proportion or percentage by which a Lot shares in the Common Expenses of the Association, without requirement for consent of any party.~~

16.3 ~~RESERVED Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Homes; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Lot Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Home and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power~~

~~of Declarant to make Special Amendments hereunder shall terminate on December 31, 2030, or on the date of the conveyance of all Lots in the Community by the Declarant to third parties, whichever occurs last. Notwithstanding any provision herein to the contrary, based upon the specific language contained in Section 720.306(1) (c) of the Act, Declarant reserves the right, for so long as Declarant has the right to unilaterally amend the Declaration pursuant to this Section 16.3, to amend or modify the provisions in this Declaration pertaining to the proportionate voting interests appurtenant to a Lot or the proportion or percentage by which a Lot shares in the Common Expenses of the Association, without requirement for consent of any party.~~

16.5 Warranties. ~~Declarant~~The Association makes no warranties, express or implies, as to the improvements located in, on or under the Common Property. Each Lot Owner, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no merchantability, fitness or otherwise, either express or implies, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.

16.9 Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Lot Owners set forth in this Declaration. ~~Declarant~~The Association intends the provisions of this Declaration, on the one hand, and the Articles of Incorporation and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, ~~Declarant~~The Association intends that the provisions of this Declaration control anything in the Articles of Incorporation or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the Articles incorporation and By-Laws, unless otherwise provided.

16.14.1 ~~Declarant and~~The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Community more secure than they otherwise might be. ~~Neither~~The Association nor Declarant shall not in any way be considered insurers or guarantors of privacy or safety within the Community or upon the Property, and in no manner shall the Association ~~or Declarant~~ be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy or safety measures undertaken.

16.15 Common Property Improvements. ~~Declarant~~The Association makes no warranties expressed or implied, as to the improvements located in, on or under the Common Property. Each owner of a Lot, ~~other than Declarant~~, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either expressed or implied, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.



# EXHIBIT "B"

## AMENDMENTS

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEYWAY PLACE

[Additions are indicated by underline; deletions by ~~strike through~~]

#### Article III: Property Rights, Easements and Restrictions

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3.12.1.5.1 In General. No sign, billboard or advertising of any kind shall be displayed to public view on any part of a Lot the Property ~~except for standard real estate "For Sale" signs in a size no greater than two (2) feet by three (3) feet without the prior written approval of the ARC. Any such request submitted to the ARC shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twelve (12) inches in width and twelve (12) inches in height, to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front Lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of a Lot Owner or his agent. The sign shall have a blue background with white letters. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property. In addition, Except as hereinabove provided, no signs or advertising materials, no greater than two (2) feet by three (3) feet displaying the names or otherwise advertising the identity of contractors, and subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement of a Home or Lot upon or the sale or leasing of the Property shall be permitted during the duration of said work on said Home or Lot.~~

3.12.1.6 Access Ramp. With approval from the Board of Directors, a Any Lot Owner may construct an access ramp on their Lot, if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress, ~~under the following conditions:~~

3.12.1.6.1 ~~The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.~~

3.12.1.6.2 ~~Plans for the ramp must be submitted in advance to the Association. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.~~

3.12.1.6.3 ~~The Lot Owner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification as required under Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement.~~

3.12.1.12.6 No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, all-terrain (i.e., 3-wheel or 4-wheel) vehicles, motorcycles, trucks or vans with a towing load capacity of more than three-quarters (3/4) of one (1) a ton, or buses shall be permitted to be parked in the Community unless kept at all times fully enclosed within a garage or parked in an area designated by Declarant the Association for such purposes (if any).

3.12.1.12.7 No vehicle shall be used as a domicile or residence temporarily or permanently, except as may be necessary in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes in the area encompassed by the Association. The Board of Directors shall have authority to determine how long a vehicle may be used as a domicile or residence within the Community after the Governor has terminated a "state of emergency" declared pursuant to Section 252.36, Florida Statutes.

3.12.1.12.11 No mobile Motor homes or and campers may only be used as a residence whether on a Lot or Common Property in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes in the area encompassed by the Association. The Board of Directors shall have authority to determine how long a motor home or camper may be used as a domicile or residence within the Community after the Governor has terminated a "state of emergency" declared pursuant to Section 252.36, Florida Statutes. No recreation vehicle, including but not limited to golf carts, all-terrain vehicles, mini cycles and other non-street legal vehicles, may be used for any purpose on any of the Lots or Common Properties including rights of way within the Properties. Nothing in this Section shall prohibit the use of bicycles, skateboards or non-motorized scooters, or medical mobility scooters, on rights of way or Common Properties in accordance with the Rules and Regulations.

3.12.1.14 Driveways. All driveways in the Community shall be paved and/or constructed of bricks or pavers and of stable and permanent construction. The color of the driveway must be approved by the ARC prior to installation. Unless prior written approval of the ARC is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the ARC.

3.12.1.17 Temporary Structures. No structure of a temporary character, shed, trailer, tent, shack, stand-alone garage, barn, or other outbuilding or other similar structure (a) shall be used, constructed, or placed on any portion of a Lot or the Property at any time. Temporary canopies or tents for social events may be placed on a Lot or the Property for a period not to exceed forty-eight (48) hours, as a residence either temporarily or permanently, except that Declarant may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant owned Lots). Moving Pods may be approved by the Association management company for a period of time not to exceed ninety-six (96) hours for packing and unpacking of personal property with final approval by the Board of Directors to take place at the next occurring Board of Directors meeting. Moving Pods are not allowed to be used as storage for extended periods.

3.12.1.23 Air Conditioning Units. No window air conditioning units may be installed on any Home or Lot except following an emergency resulting in a temporary loss of air conditioning. in connection with a temporary structure operated by Declarant. All air conditioning units shall be screened/shielded from view of the street and adjacent Homes with hedges or solid PVC fencing.

3.12.1.24 Holiday Lighting/Decorations. ~~Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC prior to installation. Holiday lights and decorations may be displayed 30 days prior to the holiday and must be removed 14 days afterwards.~~

3.12.1.26.2 The location, type and design of all proposed fences and/or walls hedges shall be approved by the ARC prior to installation. Unless otherwise approved by the ARC, all fences constructed within the Community by Lot Owners shall be made of ~~almond polyvinyl chloride (PVC) or black aluminum picket railing style.~~ Unless otherwise installed by Declarant in connection with development of a Home on a Lot, No chain link fences shall be allowed. No barbed wire or electric strands shall be used as a fence or part of a fence. ~~All walls, where permitted, shall be of the same or complementary material and design as the Home.~~

3.12.1.26.4 Hedges. ~~Fences and/or walls, where permitted, shall be high enough to provide definition and privacy, yet low enough to remain unobtrusive. Heights shall range from a minimum of three (3) feet to a maximum of six (6) feet, measured from grade. No fence or wall over six (6) feet in height shall be permitted, except as may be installed by Declarant. Notwithstanding the foregoing, no fence shall be installed along the boundary of any Lot fronting a lake, other than an amenity fence, which is no higher than four (4) feet and which tapers down from the front to the sides. Any amenity fence shall be see-through (such as black aluminum railing or almond PVC picket type fence). No amenity fence shall be installed within any public utility easement areas.~~

Except as noted herein, all perimeter hedges (i.e., hedges along Keyway Place property line border) and all privacy hedges (i.e., between houses on Grayton and Boysen Berry) shall be maintained by the Association at between 6 to 7 feet as measured from grade. Perimeter hedges on the east side of house on Grayton that have a desirable view of the big (irrigation) pond and wooded areas to the east shall be maintained a minimum of 3 feet unless the Lot Owner requests in writing to the Board that they be maintained higher. No hedges shall be installed in any drainage easement.

3.12.1.26.5 Fences. ~~Notwithstanding anything herein to the contrary, any Owner upon whose Lot contains approved fences and/or walls pursuant to this Section which have gate or locking mechanisms (such gate/locking mechanisms to be pre-approved via prior written approval of the ARC) shall submit a valid key/code to any such gate/locking mechanisms to the Association in order to allow the Association reasonable access to the premises for purposes of maintenance obligations of the Association, as provided herein, or in the event of other need for entry onto the enclosed premises as otherwise provided herein. Fences on individual Lot Owner lots shall be four (4) feet in height above grade and constructed of black aluminum picket style fencing. Notwithstanding anything herein to the contrary, any Lot Owner upon whose Lot contains approved fences pursuant to this Section if it has a gate or locking mechanism (such gate/locking mechanism to be pre-approved via prior written approval of the ARC) shall submit a valid key/code to any such gate/locking mechanism to the Association in order to allow the Association reasonable access to the premises for purposes of maintenance obligation (including lawn mowing, fertilizing and pesticide application) of the Association, as provided herein, or in the event of other need for entry onto the enclosed premises as otherwise provided herein. No fence shall be installed within any public utility easement areas. Additionally no fence may be installed in any drainage easement area without specific approval from the local governmental agencies and in no event shall any approved fence within a drainage easement area be installed in such a manner as to impede or affect the flow of water within the drainage easement area.~~

3.12.1.26.6 Walls. Except as may be installed by the Association no walls of any kind shall be installed on any Lot by a Lot Owner. ~~Fences and/or walls, where permitted, shall be high enough to provide definition and privacy, yet low enough to remain unobtrusive. Heights shall range from a minimum of four (4) feet to a maximum of six and one half (6.5) feet, measured from grade. No fence or wall over six and one half (6.5) feet in height shall be permitted, except as may be installed by Declarant. Notwithstanding the foregoing, no fence shall be installed along the boundary of any Lot fronting a lake, other than an amenity fence, which is no higher than four (4) feet and which tapers down from the front to the sides. Any amenity fence shall be see-through (such as black aluminum railing or almond PVC picket type fence). No amenity fence shall be installed within any public utility easement areas.~~

~~Additionally no fence may be installed in any drainage easement area without specific approval from the local governmental agencies and in no event shall any approved fence within a drainage easement area be installed in such a manner as to impede or affect the flow of water within the drainage easement area. Declarant or the Association may from time to time install yard drainage grates and pipes within any drainage easement areas. The Lot Owner shall be solely responsible for the maintenance of such drainage grate and pipes. In the event the Lot Owner fails to properly maintain the drainage grate and/or drainage pipes the Association may do so at the cost of the Lot Owner (which cost shall be recouped through the levy of a Special Lot Assessment).~~

3.12.1.28 Yards & Trees. Any changes to a Lot's vegetation outside the existing mulch area yard, landscaping, shrubbery and any flora (including the replacement or addition of flora, plantings or modification of swales) to be performed by an Owner with respect to the Owner's Lot must be approved by the Architectural Review Committee. Within the existing mulch area ARC approval is not required to replace or add flora or plantings so long as ARC Guidelines or "Florida Friendly Landscaping Guide", is followed, whichever is more restrictive. Furthermore, no Lot Owner shall remove, damage, trim, prune or otherwise alter any tree in the Community, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except (a) with the express written consent of the Association, or (b) if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent imminent danger to person or property and there is not sufficient time to contact the Association for its approval. Notwithstanding the foregoing limitation, a Lot Owner may perform, without the express written consent of the Association, normal and customary.

3.12.1.30 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to three (3) approved five (5) gallon containers of fuel may be stored at each Home on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, no underground or above ground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment or for emergency use and power (through use of a generator) are not allowed on any Lot may be permitted on a Lot only if approved by the ARC prior to installation. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Lot, subject to applicable fire code and safety regulations. ~~Above ground tanks may be installed on a Lot if the lot dimension prohibits the placement of an in ground tank and said tank is properly screened from view by fencing and/or landscaping and further provided the tank is permitted by local, state or federal regulations and is installed and maintained in accordance with such regulations. Prior approval for such tank must be received from the ARC. The ARC may establish rules and regulations for the installation screening and maintenance of tanks.~~

3.12.2.1 Extended Vacation or Absences. In the event a Home on a Lot will not be occupied for an extended period of time (30 days or longer), such Home must be prepared prior to departure by:

3.12.2.1.1 ~~(RESERVED) notifying the Association of such absence and the anticipated date of return;~~

3.12.2.1.2 removing all removable furniture, plants and other items of personal property from the exterior of the Home; and

~~3.12.2.1.3 designating a person or entity to care for the Home and lawn/landscaping during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Lot Owner is required to provide the Association with the name and telephone number of the designated person or entity).~~

The Association hereby disclaims any responsibility with regard to each unoccupied Home on a Lot, and the Lot Owner hereby acknowledges and agrees that the Association has no duty with regard to any unoccupied Home under this Section.

3.12.2.2 Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the ARC in accordance with the ARC Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather (severe weather defined as the National Weather Service reporting and or predicting tropical force winds or greater for Lee, Charlotte, or Sarasota, Counties). Use of storm shutters and other similar equipment shall be discontinued within fourteen (14) days of the termination of any severe weather event unless another severe weather event has been reported or predicted by the National Weather Service for Lee, Charlotte, or Sarasota, Counties.

3.12.2.3 Garage Sales. The Association may coordinate a community garage sale once per year in which Lot Owners may participate. No Lot Owner shall be permitted to hold an individual garage sale at any other time. Notwithstanding the foregoing a Lot Owner may hold an estate sale with approval of the Board of Directors, more than two (2) garage sales or other private sales of a similar nature within any twelve (12) month period, it being Declarant's intention to restrict and control such events from being a constant basis within the Community. A Lot Owner shall be required to provide the Board with prior written notice that a sale will be occurring, and such notice shall be delivered to the Association not less than five (5) business days prior to the date of such sale.

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#### Article IV: Architectural Control

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4.2.3 Except as clarified in 4.2.3.1 below, No Home, building, fence, wall, mail box, utility yard, driveway, walkway, deck, sign (excluding "For Sale" signs), recreation equipment, patio lanai, swimming pool, spa, landscaping (that area of the Lot which exists outside the existing mulch area adjacent to any portion of a Home) or other structure or improvement, regardless of size or purpose, whether attached to or detached from the Home, shall be commenced,

placed, erected, or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until a request therefor has been submitted to and approved in writing by the ARC.

4.2.3.1 Refer to ARC Guidelines for external modifications that do not require ARC approval.

4.4 4.4 Timing. The ARC shall have thirty (30) business days from submittal of a full and complete package within which to approve or reject said plans and specifications ("Application"). ~~In the event the ARC fails within said thirty (30) business days to approve or disapprove such plans and specifications, or request additional information, approval of such plans and specifications shall be deemed denied.~~ If the ARC fails to respond within thirty (30) days, the Owner shall provide the ARC written notice of its failure to respond. Thereafter, the ARC's failure to respond within thirty (30) days of receipt of such written notice shall be deemed an approval of any proposed Application not inconsistent with the Architectural standards and guidelines. In no event shall any Application inconsistent with the Architectural standards and guidelines be deemed approved.

If the ARC approves an Application, the Owner shall be notified within ten (10) business days from the date of the ARC meeting at which the approval was rendered.

The ARC shall have the absolute and exclusive right to refuse to approve any such Application building plans and specifications and Lot grading and landscaping plans which are is not in conformance with Architectural standards and guidelines as stated and/or published in the Declaration of Covenants or published Architectural Guidelines for the Community, and/or suitable or desirable in its opinion for any reason including purely aesthetic reasons and reasons relating to future development plans of Declarant for the Community and adjacent properties. In the event the ARC rejects such ~~plans and specifications~~ Application as submitted, the ARC shall so inform the Lot Owner in writing (by U.S. Mail or electronic mail addressed to the applicant's address indicated on the submittal) stating with reasonable detail the reason(s) for disapproval and the ARC's recommendations to remedy same if, ~~in the sole opinion of the ARC,~~ a satisfactory remedy is possible, within ten (10) business days from the date of the ARC meeting at which the denial/rejection was rendered. In the event that the applicant makes the changes requested by the ARC within ninety (90) days after ~~approval~~ the Application is denied and resubmits its application in conformity with the requirements of this Declaration, the ~~plans and specifications~~ Application shall be approved by the ARC within thirty (30) business days after resubmission.

Upon the ARC's written approval, construction shall be started and pursued to completion diligently, continuously and promptly and in substantial conformity with the ~~approved plans and specifications~~ Application. Except as provided herein ~~for construction of a Dwelling, in no event shall the construction period extend more than one year and best efforts shall be made~~ so that any exterior construction may be completed within six (6) months unless otherwise provided by the ARC. The ARC shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Lot Owner's expense.