

1 AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS
AND ARCHITECTURAL STANDARDS FOR
THE MANGROVES SUBDIVISION

This Amended and Restated Declaration is made on April _____ 1990, by THE MANGROVES SUBDIVISION, INC., Assignee of Becker and Stevens Limited, a Florida limited partnership, the original Developer of the property described herein, joined by two-thirds of the Member of the Association. By this Declaration, THE MANGROVES ASSOCIATION, INC., and its Members declare that the property described herein (the "Mangroves Subdivision") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, architectural standards, easements, charges and liens ("Covenants and Restrictions") set forth herein.

1. DEFINITIONS.

(a) "Association" shall mean and refer to "THE MANGROVES ASSOCIATION, INC.," a Florida corporation not for profit.

(b) "Developer" shall mean and refer to BECKER AND STEVENS LIMITED, a Florida limited partnership.

(c) "Homesite" shall mean and refer to any platted lot in THE MANGROVES SUBDIVISION together with any and all improvements thereon, as shown on the plat of THE MANGROVES SUBDIVISION as recorded in Plat Book 23, Pages 5 and 5A, Public Records of Sarasota County, Florida.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Homesite which is a party of the Property, including contract sellers (but not contract purchasers) and the Association.

(e) "Common Area" shall mean and refer to all of the property so designated on the plat of THE MANGROVES SUBDIVISION as

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This Amended and Restated Declaration of Covenants, Restrictions and Architectural Standards for The Mangroves Subdivision is an integrated compilation of the original Declaration of Restrictions as recorded in O.R. Book 1070, page 1670, et seq., the Amended and Restated Declaration as recorded in O.R. Book 2211, page 276, et seq., and the Certificate of Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Architectural Standards as recorded in O.R. Instrument # 2000114724 22 PGS, of the Public Records of Sarasota County, Florida. This integrated compilation has been reviewed by legal counsel, is dated September 22, 2000, and is not to be recorded in the Public Records of Sarasota County, Florida.

recorded in the Public Records of Sarasota County, Florida, and as described in this Declaration and personal property situated thereon which the Association owns or on which the Association has an interest including, without limitation, a right of use for the common use and enjoyment for the members of the Association and all roads, parks, medians, appurtenances and easements whether dominant or servient.

(f) "THE MANGROVES SUBDIVISION" or "Property" shall mean and refer to the real property as shown on the plat of The Mangroves Subdivision, as recorded in O.R. Book 23, Pages 5 and 5A, Public Records of Sarasota County, Florida.

(g) "Members" shall consist of Homesite Owners in THE MANGROVES SUBDIVISION and all such Homesite Owners shall be Members of the Association with full voting rights. Membership shall terminate automatically and immediately when a Member's vested interest in Homesite ownership terminates.

(h) "Architectural and Landscaping Standards" shall mean and refer to the rules, regulations, standards and criteria, promulgated by the Architectural Review Board and as adopted by the Board of Directors of the Association, as same may be amended from time to time.

(i) "Architectural Review Board" or "ARB" shall mean and refer to the committee which serves at the pleasure of the Board of Directors of the Association, the architect and contractor for the purpose of administering the Architectural and Landscaping Standards for the Property.

2. BACKGROUND FACTS. Developer previously sold all of the Homesites located on the Property and has by separate conveyance assigned to the Association all of its right, title and interest in THE MANGROVES SUBDIVISION and in the Covenants and Restrictions for THE MANGROVES SUBDIVISION, as originally recorded in O.R. Book 1070, Page 1972-1975, inclusive, Public Records of Sarasota County, Florida, dated February 19, 1975. Pursuant to the terms of the original Covenants and Restrictions, the Association joined by two-thirds of the Homesite Owners wish to enter into, execute and be bound by this Restated Declaration of Covenants, Restrictions and Architectural Standards for THE MANGROVES - SUBDIVISION.

3. OWNERS' RIGHTS.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Homesite, subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

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

(c) Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association.

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

(e) Zoning regulations relating to the Property.

(f) Quiet enjoyment by all Owners of the Property.

(g) The right of the Association to utilize common areas, which right shall include but not be limited to parking and the erection of signage thereon.

4. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

In order to establish, protect and preserve the quality of "THE MANGROVES," all persons entering into contracts for the purchase of a Homesite shall, as part of the consummation of a purchase, make application to and be accepted as a Member of the Association and thereafter maintain said membership in good standing.

a. Membership. Membership in the Association shall be available only to qualified and acceptable applicants. However, decisions concerning membership shall not be based in whole or in part upon age, race, color, creed, religion or national origin.

b. Good Standing Requirement. It is a further condition of the estate conveyed to each Owner, that no Homesite nor any part thereof shall be sold, conveyed, leased, rented, given or in any manner transferred to anyone other than a Member in good stand-

ing of the Association. Accordingly any deed, lease or other conveyance of any interest in a Homesite, directly or indirectly (other than by Will or judicial proceedings) in violation of this covenant shall be voidable by the Association.

c. Appurtenant to Lot. Membership shall be appurtenant to and may not be separated from ownership of any Homesite which is subject to assessment.

d. Comply with Restrictions. All Property Owners and Members at THE MANGROVES shall abide by the Covenants and Restrictions, the Articles of Incorporation, the Bylaws, the Architectural and Landscaping Standards and the Rules and Regulations now existing and as each may be amended from time to time by the Association.

e. Secured Lenders. Secured lenders who become titled Owners of Homesites or other Property located within THE MANGROVES shall become Members of the Association upon the taking of title to such Property. Such entities shall be responsible for maintenance of the Homesite, adherence to the Covenants and Restrictions, adherence to the Architectural and Landscaping Standards and responsible for any annual or special assessments levied by the Association against the Homesite after their acquisition of a Homesite.

f. Application for Membership. Applicants may become members upon the written acceptance of an applicant's written application by the Board of Directors of the Association. The application for membership shall be on such form as the Board of Directors from time to time may determine. A sample of the application for membership currently in effect is attached as Exhibit "A" and shall remain in full force as the Association application until such time as it is modified by the Board of Directors.

g. Interview. After receipt of the applicant's written application, the Board of Directors may request an interview with the prospective purchaser. The interview shall occur prior to transfer of the property to the prospective purchasers. The interview shall be in person whenever possible.

h. Transfer Fee. The Association may charge a fee in connection with each request for acceptance as a Member, but in no event shall such fee be in excess of \$100.00.

i. Provide Copy of Deed. Following acquisition of a Homesite, the Owner shall file a copy of the recorded Deed to the Homesite with the Association.

5. PURPOSE OF ASSOCIATION. The primary purpose of the Association is to ensure to all Owners and other Members of the Association that the Homesites in THE MANGROVES shall at all times be occupied by compatible and congenial persons, to ensure the optimum of safety and welfare of all Owners, to protect and preserve property values of all Owners and to ensure the Owners of a continuing and conscientious program for maintenance and management of all Property in THE MANGROVES including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of THE MANGROVES. This restriction shall not be construed or applied so as to preclude anyone from membership in the Association based upon race, color, creed, religion or national origin. The sole considerations for membership in the Association shall be good moral character, congeniality of the applicant and his family with all other Owners and financial responsibility. Every applicant for membership shall submit such information as may be required by the Association and said application shall be processed as provided in the Association's Articles of Incorporation and Bylaws.

6. MAINTENANCE ASSESSMENTS.

(a) Personal Obligation of Assessments. Each Owner of any Homesite (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges and any special assessments for capital improvements or major repair. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

(b) Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of THE MANGROVES and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association including, but not limited to, the cost of taxes, insurance, security services, Common Area maintenance, repair, restoration, road maintenance, repair or construction, drainage, Common Area landscape maintenance, water purity, mangrove preservation, compliance with any governmental environmental

requirements which may be imposed on THE MANGROVES, labor, equipment, materials, management, operations, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and which may be undertaken by, a corporation not for profit organized and existing under the laws of the State of Florida.

(c) Annual Assessments. The Board of Directors of the Association (the "Board") shall propose all assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. In order to become final, all proposed assessments must be submitted to a vote of the membership either at the annual meeting or at a special meeting called for that purpose. The proposed assessments shall be submitted to all Members at least 30 days in advance of the meeting.

(d) Uniform Rate of Assessment. All regular and special assessments shall be applied at a uniform per lot rate for each Homesite in THE MANGROVES with each Homesite being assessed the same amount as each and every other Homesite as platted. In the event that one or more Homesites or portions thereof are developed and built upon as a unit, then assessments shall be applied thereto as a single Homesite.

(e) Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement as approved by the Board of Directors of the Association including, but not limited to, entrances, road pavement, structures and landscaping that may exist on the Common Area and the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

(f) Due Date for Assessments. The Owner, as of the date of assessment, shall be personally responsible for the assessment even if the Owners' Homesite is subsequently sold. Interest shall accrue on all unpaid assessments from the due date at the rate of 1-1/2% per month until paid in full together with a \$10.00 administrative billing charge for each rebilling after the due date.

(g) Notification of Assessments. The Board of Directors of the Association shall fix the due date and the amount of the assessment against each Homesite for each assessment period at least ten days in advance of such date or period and shall, at that time, prepare a roster of the Homesites and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven days after the assessment is fixed. The Association shall, upon written demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

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

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

(i) Recording the Priority of Lien. The lien of the Association shall be effective from and after recording in the

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

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

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

shall be furnished within 15 days after the Association receives the request.

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

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

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

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

(1) Any easement or other interest therein dedicated and accepted by public authority and devoted to public use.

(2) Any Common Area.

(3) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from the assessments, charges or liens.

7. ARCHITECTURAL CONTROL.

(a) Necessity of Architectural Review and Approval. No improvement or structure of any kind including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sprinkler system, sewer, drain, disposal system, decorative building, sign, landscape device or object, recreational and other external lighting or other improvement shall be commenced, erected placed or maintained upon any Homesite, nor shall any addition, change or alteration to any of the foregoing be made, unless and until the plans, specifications and location of the same shall have been submitted to and evaluated and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the Architectural and Landscaping Standards of the Association as included in these Covenants and Restrictions or as subsequently amended by the Board of Directors.

(b) Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of not less than three nor more than all of the Members of the Association. Membership in the ARB shall be entirely voluntary except that the President of the Board of Directors shall serve as a Member and as the Chairman. In the event of a deadlock, the ARB shall advise the Board and the Board shall retain the services of an architect and a building contractor, who need not be Members of the Association, to consult with and assist the ARB. The decision of the architect and building contractor shall be binding upon the Association. Any cost associated with the retention of the architect and the contractor for the purposes of consulting with the ARB shall be the responsibility of the applicant. A majority of the current membership of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

(c) Powers and Duties of the ARB. The membership shall have the following powers and duties, which powers and duties shall be carried out by the ARB:

(1) To administer, enforce and interpret the Architectural and Landscaping Standards and to recommend from time to

time to the Board of Directors of the Association modifications or amendments to the Architectural and Landscaping Standards. Any modification or amendment to the Architectural and Landscaping Standards shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the Members of the Association at a meeting duly called and noticed and at which at least 50% of the Members are present and voting. Notice of any modification or amendment to the Architectural and Landscaping Standards, including a written copy of such change or modification, shall be delivered to each Member of the Association.

(2) To require submission to the ARB of two complete sets of all plans and specifications, both preliminary and final, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement, the construction or placement or modification thereof which is proposed upon any Homesite in THE MANGROVES which shall include the proposed elevation of all floor slabs and pool decks and two complete sets of the drainage plan, grading plan, tree survey, sprinkler system, color plan and materials designation plan for such improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Homesite and may require such additional information as reasonably may be necessary for the Board to evaluate completely the proposed structure or improvement in accordance with this Declaration and the Architectural and Landscaping Standards.

(3) To approve or disapprove any improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which proposed upon any Homesite in THE MANGROVES and to approve or disapprove any exterior addition, changes, modification or alterations therein or thereon, including sprinkler system. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. The ARB shall review an Owner's plan promptly which shall, in no event, exceed 15 days from the date on which the ARB receives all information required. Unless the ARB notifies the Owner that it has disapproved the proposed improvement or structure within 15 days from the date the ARB receives all information required, the proposed improvement or structure shall

be deemed to be approved. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within 15 days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final.

(4) To collect and to remit to the Association a schedule of reasonable fees for processing requests for ARB approval or proposed improvements as such fee schedules may be promulgated by the Board of Directors of the Association. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

(5) To deviate from the provisions of the Architectural and Landscaping Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without the consent of the Owner of any other Homesite or adjoining or adjacent property. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of the Architectural and Landscaping Standards as to any other Homesite.

(6) To make inspections during the construction of any structure or improvement to ensure that said structure or improvement is being constructed in accordance with the approved plans and specifications (no third party shall be a beneficiary of such inspection) therefor. Notwithstanding the fact that the ARB has the power to make these inspections in no event shall it owe any duty to any Owner nor any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ARB and the Association from any and all claims resulting therefrom including reasonable attorneys' fees, whether for negotiation, trial or appellate work.

8. ARCHITECTURAL AND LANDSCAPING STANDARDS.

(a) Residential Use. The Property subject to these Covenants and Restrictions may be used for residential single family homes (inclusive of "in-law quarters") and for no other purpose. No business or commercial building may be erected on any Homesite and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any Homesite without prior approval thereto as elsewhere herein provided. No Homesite shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Homesites under one ownership. In the event that one or

more Homesites are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Homesite. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site which is less than one full platted Homesite according to the recorded Plat of THE MANGROVES.

(b) Building Area. One Homesite, as shown on the plat of THE MANGROVES, shall be the minimum building area upon which a single family residence may be constructed. The first floor of each Homesite shall have a minimum of 1,200 square feet of living area and each Homesite shall not exceed 35 feet in height over the first floor unless further restricted by Sarasota County.

(c) Use. No Homesite shall be used or occupied by other than a single family and family servants and shall not be used for other than residential purposes.

(d) Work Procession. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. Each Homesite Owner shall be responsible to the Association for the cost to repair any damage caused to any other Homesite, road, other common area or easement area of the Property caused by any contractor, subcontractor, materialman, laborer or supplier of construction labor or materials.

(e) Nuisance. No Property Owner will do or permit to be done any act upon his Property which may be or is or may become a nuisance to or shall destroy the quiet enjoyment of any Homesite, Common Area or easement areas, other Property Owners, residents or Members.

(f) Signs. No sign of any character shall be displayed or placed upon any part of the Property except a sign bearing the name of the Owner not to exceed a size of 5" x 20" or an "Open House" real estate sign during the time period that the house is open for inspection. Nothing herein contained shall prevent the Association from causing directional and identification signs to be erected.

(g) Pets. No animals, livestock or poultry shall be kept or maintained on any part of the Property except dogs, cats, birds or other household pets which may be kept thereon in reasonable numbers as pets for the pleasure but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Owner's premises and must not become a nuisance to other resi-

dents by barking or other acts. All pet waste must be promptly removed by their owners whether it be on their lot, another owner's lot or the roadway.

(h) Drying Yards. Any clotheslines or drying yards must be located and landscaped as not to be visible from the roadway or any neighboring Homesites.

(i) Garbage Receptacles. Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations, and shall not be visible from off premises.

(j) Vehicles. No commercial vehicles, commercial trucks, trailers, campers, motorcycles, go-karts, motorscooters, motorbikes, golf carts or habitable motor vehicles of any nature shall be allowed to park on any part of the Property except to the extent that commercial trucks or commercial vehicles are making daytime deliveries or otherwise performing work or services for a Homesite Owner. Recreational vehicles will be allowed to visit Members so long as no visit exceeds a period of 14 days.

(k) Docks and Boathouses. No boathouse shall be permitted, except for such boathouses in existence as of the date of the Covenants and Restrictions. Construction and usage of docks shall be subject to the approval of and regulations promulgated by the Association.

(l) Homesite Maintenance. Each Homesite Owner shall maintain his dwelling in good condition and repair and in a neat and attractive manner.

a. All painted areas shall be regularly and neatly painted. The color tones of all structures shall consist of natural hues which blend with the landscape. All other color tones are strictly prohibited.

b. All roofs shall be kept clean and free of mildew, chalking and staining. No excessive rusted spots, peeling of paint or discoloration shall be permitted. Each Homesite Owner shall perform promptly all maintenance and repairs and shall be liable for any damages arising out of the failure to perform such maintenance and repairs.

c. All dead pine trees shall be removed by the Homesite owner where the dead pine is located at the earliest possible time, but in no event later than seven days from written notice from the Board. If an Owner fails to comply with such

written notice, the Board may, in its sole discretion, have the dead pine removed at the Homesite Owner's expense. All dead foliage is to be removed and replaced with live foliage. All Homesites shall be maintained in pristine condition conducive with the natural environment.

d. No excessive weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon for a period of longer than 48 hours, including any vacant Homesites.

e. The Association may, after written notice to the Homesite Owner, cause the cleanup and maintenance of Homesites in violation of this section at the expense of the homeowner and shall have lien rights against the Homesite for all costs and expenses associated with such clean up. If a dwelling unit is damaged through an act of God or other casualty, it is the Homesite Owner's responsibility to repair and rebuild the damaged dwelling.

(m) Elevation. No changes in the elevation or drainage characteristics of the land shall be made on the premises without the prior written approval of the ARB nor shall any fill be used to extend the Property beyond the lot line of any waterfront Property.

(n) Exterior Maintenance. The exterior of all buildings and the grounds shall be maintained in a neat and sightly manner and in accordance with the rules and regulations of THE MANGROVES as they may from time to time by promulgated by the Board or the ARB.

(o) Multiple Use. No home or Homesite shall be purchased, sold, owned, used or operated so as to constitute or create a condominium or time share estate or unit.

(p) Amendment or Building Setbacks. The Architectural Review Board may waive or reduce setbacks adjacent to any Common Area or may require more restrictive setbacks for specific Homesites.

(q) Association Property. No Owner shall erect or cause to be erected any structure within property owned by the Association. No Owner shall install or cause to be installed any landscaping materials or vegetation within property owned by the Association without the prior written consent of the ARB.

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

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

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

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

(v) Temporary Structures. No temporary structures or outbuildings of any type shall be permitted or maintained upon any Homesite except temporary structures or outbuildings used in connection with the construction of dwelling houses and permitted the Architectural Review Board.

(w) Landscaping. Each Homesite Owner shall maintain the foliage and jungle-like appearance of his Homesite. To facilitate this appearance, no grass or grass-like planting shall be visible from the roadway at any homesite in The Mangroves. To the extent fill must be added to a Homesite for the purposes of construction, the Owner shall transplant or plant jungle-like plants on the surface of the filled area. Owners of Lots 1-10 shall maintain a 20-foot buffer of vegetation along those extremities of each Lot which form the outer boundaries of The Mangroves Subdivision. No dredging, filling or shoreline excavation shall be undertaken or carried

out without first submitting the plans therefor and obtaining the written approval of the ARB.

(x) Communication System. There shall not be permitted or maintained any type of radio or communication system antenna on any exterior portion of a dwelling house. No radio or communications system or antenna shall be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring houses. The proposed antenna or satellite disc shall be less than 36" in diameter and shall not be visible to other Homesite Owners and shall be approved by the ARB.

(y) TREES.

a. Overview (General Principles)

The ultimate goal is to encourage or at least allow the removal of Australian Pines without any net loss in canopy, by replacing them with more desirable native trees.

Any tree removal will reduce canopy temporarily, but by limiting the number of trees that can be removed at any one time and requiring the planting of new trees when trees are removed, it should be possible to restore lost canopy in a reasonably short time.

Restoration of the original live oak-red cedar hammock is the primary goal, but the planting of other, non-native trees may be permitted upon written request to the Board of Directors, where people desire color or fruit.

The removal of all trees shall be at the discretion of the Board of Directors, except as to Paragraph (b)(4) of this restriction.

b. Tree Removal.

1. Tree Topping. Topping of Australian Pines shall be allowed, but no Australian Pines may be topped any lower than 35 feet, and cuts must be properly made, diagonally, just above a lateral branch. These restrictions will help maintain the trees in reasonably healthy and safe condition following their topping.

2. Board Approval to Remove Tree(s). Prior to trees being removed, the Association shall be notified in writing of such request for removal. The Board of Directors, upon receipt

of the written request to remove tree(s), shall approve or disapprove the tree removal, in its discretion on a case-by-case basis. If the work is exempt from Association approval, as set forth in Paragraph 4 of this restriction, then the written request need only specify the number, species, size, and distance from the dwelling of trees to be removed.

If the proposed tree removal requires approval of the Association, a drawing shall be submitted showing the buildings and property lines and the trees to be removed, and noting for each such tree its species and size. In addition, a replanting plan as described below shall be submitted for all non-exempt trees to be removed.

3. Tree Replacement. One tree must be planted for every two Australian Pines removed, and a tree planted for every other tree removed on a one-for-one basis, except that no replacement trees are required for exempt trees as noted in Paragraph 4 of this restriction.

Permitted replacement trees include Live Oak, Red Cedar, Gumbo Limbo, Mahogany tree, and the Cabbage Palm. Red Cedars are somewhat brittle and may drop branches, so they should not be planted too close to buildings. Cabbage Palms shall not receive as much credit as other trees for replacement purposes; three Cabbage Palms shall be counted as a single tree. Other trees may also be planted upon submission of a written request to the Board, which trees shall be approved at the discretion of the Board of Directors on a case-by-case basis. Trees planted shall be at least 3 inches in trunk diameter two feet above the ground.

Please note that proper care of these young trees is essential to maximize their growth, so that the canopy will be restored as quickly as possible.

4. Exempt Tree Removal from Association Approval. Australian Pines less than 4 inches in trunk diameter two feet above the ground are exempt from these removal restrictions. Australian Pines of any size are also exempt from the removal restrictions if the main trunk is located less than 20 feet from any dwelling. All other trees are exempt only if they are less than 3 inches in trunk diameter. Pursuant to Paragraph 2 of this restriction, the Association shall be notified in writing of tree removals prior to the removal process.

5. Time Frames for Removal. Removal of Australian Pines, other than as provided for in Paragraph 4 of

these restrictions, is limited to no more than five trees in a two-year period. Removal of other trees shall be at the discretion of the Board of Directors, on a case-by-case basis.

6. Board Discretion. The Association may, in its discretion, make an exception to any of the above provisions on a case-by-case basis. Thus, a person who wishes to remove more than five Australian Pines at one time may be permitted to do so, for example, if he or she can show that the loss of canopy will not be too great and that the hole created will be filled in a reasonable time.

c. Approved Plant List.

Native Plants For Landscape Restoration:

1. Broadleaf Evergreen Trees

Examples:	<i>Cabbage Palm</i> Live Oak Gumbo Limbo Cedar (<i>Red</i>) Mahogany	Quercus Virginiana Bursera Simaruba Juniperus Silicoa Swietenai Mahogoni
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2. Shrubs:

Examples:	Marlberry Firebush Beautybush Palmetto Wild Coffee Seagrape Wax Myrtle	Ardisia Escalloniodes Hamelia Patens Callicarpa Americana Seronoa Repens Psychtria Nervosa Coccoloba Uvifera Myrica Cerifera
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3. Groundcovers:

Examples:	Sword Fern Railroad Vine Coontie Spider Lily	Nephorlepsis Exaltata Ipomea Pes-Caprae Zamia Floridana Hymenocallis Latifolia
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4. Non-Native Ornamental Plantings:

Crinum Asiaticum
Sanseveria Species
Various Bromeliads (both terrestrial and epyphytic applications)
Various Ferns
Climbing Vines - e.g., Pothos

(z) Vehicle Parking. No Homesite Owner, occupant or guest shall continually utilize the roadway for vehicle parking. Occasional vehicle parking on the roadway is permitted.

The purpose of the controls and guidelines set forth in this section is not to control the imagination of the Owner, designer or architect but to produce a unified community of aesthetically-pleasing and compatible structures that will be a credit to the Property and thereby maintain high property values.

9. COVENANTS RELATING TO SALES OR LEASE OF PREMISES.

(a) Association Approval. No Property Owner shall lease, rent or permit occupancy by license or any other means, property to anyone who has not been approved in writing by the Association.

(b) Rental Period. No Property Owner shall lease or rent property to anyone for a period of less than one year.

10. COVENANTS AND RESTRICTIONS TO RUN WITH LAND. All of the covenants, restrictions and servitudes set forth herein shall run with the land. All Property Owners affected hereby, by accepting the deed to such premises, accept the same subject to said covenants, restrictions and servitudes and agree for himself, his heirs, legal representatives, administrators and assigns to be bound by each of said covenants, restrictions and servitudes jointly, separately and severally. These covenants shall be in effect until January 1, 2040, and shall be automatically extended for successive periods of ten years each unless the Owners of not less than two-thirds of the Homesites agree to terminate or modify the same in writing signed in the formality required of a deed and recorded in Sarasota County, Florida, at any time prior to the expiration of said term or any succeeding ten-year period.

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

12. REMEDIES. In the event that any Owner or other person violates or attempts to violate any of the Covenants and Restrictions, the Association in its discretion or any Owner or the Association may prosecute any proceedings for the recovery of damages against the person or persons so violating or attempting to

violate any of the Covenants and Restrictions or may maintain a proceeding for injunctive relief against the person or persons so violating or attempting to violate any of the Covenants and Restrictions for the purpose of remedying or preventing such a violation, provided, however, that the remedies contained in this section shall be construed as being cumulative of all other remedies now or hereafter provided by law. In addition to the foregoing, the Association shall have a right to file a lis pendens against any Homesite upon which a violation or attempted violation of the Covenants and Restrictions is occurring or may occur. Although the Association may enforce the Covenants and Restrictions, it shall not be obligated to do so. Any person, including the Association, who shall bring successful legal proceedings to enforce the Covenants and Restrictions shall be entitled to recover the costs and reasonable expenses of such proceedings, including attorneys' fees, whether for negotiation, trial or appellate proceedings.

13. RESERVATION OF EASEMENT. The Association for itself, its successors and assigns, reserves the right, privilege and easement in and to the roadways and other common elements in the subdivision as shown on the plat of The Mangroves and along the rear eight feet of each Lot or across the front of each Lot along its waterfront and five feet along or over the sidelines of each Lot for the purpose of laying water mains, electric, light, power and telephone conduit or pulls and maintaining and repairing same and the right to connect laterals therewith and to furnish water, gas, electric, light, power, telephone and cable to the Homesite. If a single owner purchases two or more lots as a site for a single dwelling, side line easements shall apply only to the exterior boundaries of the planned Homesites. Title to all roads in The Mangroves Subdivision is owned by the Association. A 20-foot strip of land along the Southerly line of The Mangroves has additional restrictions as to its usage as contained in the Deed recorded in O. R. Book 1058, Pages 736-739, Public Records of Sarasota County, Florida.

14. AMENDMENT. These Covenants, Restrictions and Architectural Standards may be amended from time to time upon the vote, at a properly called members' meeting, of Owners owning not less than 2/3rds of the Homesites located in THE MANGROVES.

(a) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least ten percent (10%) of the members of the Association.

(b) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(c) Members not present in person or by proxy at the members' meetings considering the amendment may express their approval in writing, by proxy, providing such approval is delivered to the Secretary at or prior to the meeting. Each amendment shall be approved by not less than 2/3rds of the votes of the entire membership of the Association in order to become effective.

(d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

15. ADDITIONAL RESTRICTION. A 20-foot strip of land along the Southerly line of The Mangroves has additional restrictions on its usage as contained in that certain Deed recorded in O. R. Book 1058, Pages 738 and 739, Public Records of Sarasota County, Florida.

Executed on April _____, 1990.

THE MANGROVES ASSOCIATION,
INC.

Attest: _____
Secretary

By: _____
Its President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Declaration of Covenants, Restrictions and Architectural Standards for THE MANGROVES was acknowledged before me on April _____, 1990, by _____ as President and _____ as Secretary of THE MANGROVES ASSOCIATION, INC., on behalf of the corporation.

Notary Public
My Commission Expires: