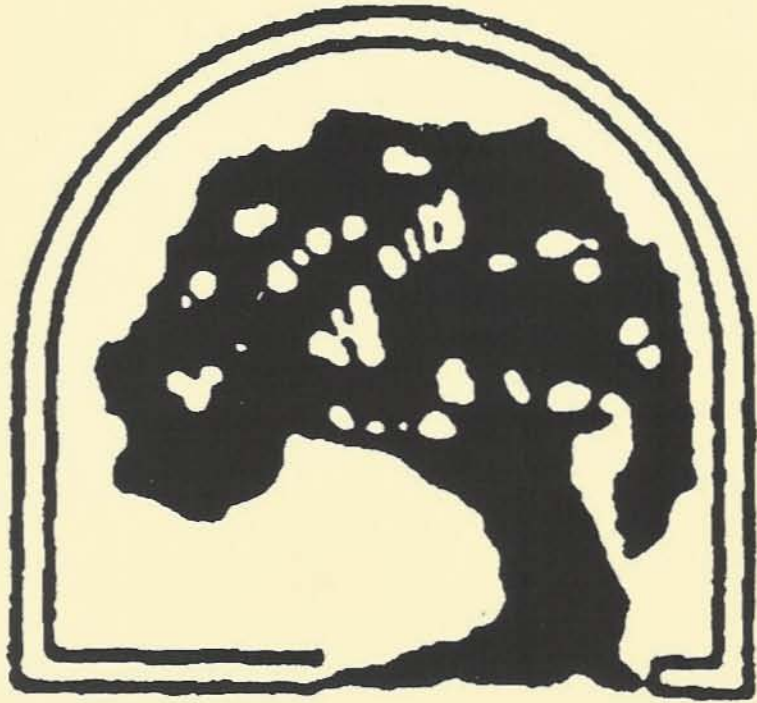


WOODLANDS II



of

BENT TREE III

RECORDED AMENDMENT TO THE
DECLARATION OF MAINTENANCE COVENANTS & RESTRICTIONS
OF
BENT TREE VILLAGE SUBDIVISION UNIT 3

RECORDED MAY 23, 2002

May 23, 2002 Recorded Amendment to the
Declaration of Maintenance Covenants and Restrictions
Of
Bent Tree Village Subdivision Unit 3
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SARASOTA COUNTY, FLORIDA
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THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ. ✓051
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236



**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS
OF
BENT TREE VILLAGE SUBDIVISION UNIT 3**

The undersigned officers of Bent Tree Village Subdivision, Unit 3, Maintenance and Property Owners' Association, Inc., a not for profit Florida corporation organized and existing to operate and maintain Bent Tree Village Subdivision Unit 3, according to the Declaration of Maintenance Covenants and Restrictions thereof as recorded in O.R. Book 1784, page 0838, et seq. of the Public Records of Sarasota County, Florida, as amended, hereby certify that the following amendments to the said Declaration of Maintenance Covenants and Restrictions were approved by the affirmative vote of 108 homeowners voting in person or by proxy at the Association's annual membership meeting held on May 20, 2002. The undersigned further certify that the amendments were proposed and adopted in accordance with the documentation, and applicable law.

NOTE: Substantial rewording of Declaration of Maintenance Covenants and Restrictions. See existing Declaration of Maintenance Covenants and Restrictions for present text and all amendments thereto.

FOURTH AMENDED DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS OF BENT TREE VILLAGE SUBDIVISION UNIT 3 MAINTENANCE AND PROPERTY OWNERS ASSOCIATION, A/K/A WOODLANDS II HOA AND BENT TREE VILLAGE SUBDIVISION UNIT IV MAINTENANCE AND PROPERTY OWNERS ASSOCIATION, A/K/A WOODLAND LAKES HOA

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

1. "Declarant" shall mean and refer to Bent Tree Village Subdivision Unit 3 Maintenance and Property Owners Association, Inc., or, commonly known as "Woodlands II Homeowners Association", and Bent Tree Village Subdivision Unit IV Maintenance and Property Owners Association, Inc., or, commonly known as Woodland Lakes Homeowners Association, its successors or assigns.

2. "Declaration" shall mean this Fourth Amended Declaration of Maintenance Covenants and Restrictions, which shall be the same Declaration of Maintenance Covenants

and Restrictions referred to in the Articles of Incorporation and Bylaws of Bent Tree Village Unit 3 Maintenance and Property Owners' Association, Inc., or, commonly known as "Woodlands II Homeowners Association", and Bent Tree Village Subdivision Unit IV Maintenance and Property Owners Association, Inc., or, commonly known as Woodland Lakes Homeowners Association.

3. "Bent Tree Village Subdivision Unit 3" shall mean and refer to all of the property commonly known or referred to as Woodlands II Homeowners Association and Bent Tree Village Subdivision Unit IV shall mean and refer to all of the property commonly known or referred to as Woodland Lakes Homeowners Association.

4. "Property" shall mean and refer to any lot or other parcels located in Bent Tree Village Subdivision Unit 3, and Bent Tree Village Subdivision Unit IV as described in Article II hereof, including all improvements located thereon, and such other lots or parcels submitted to the terms and provisions hereof.

5. "Lot" shall mean and refer to any numbered lot as reflected on the plat of Bent Tree Village Subdivision Unit 3 and Subdivision Unit IV as described in Article II hereof, including all improvements located thereon, and future additional residential lots that may hereafter be created and submitted to the terms and provisions hereof.

6. "Owner" shall mean and refer to the record owner, whether one or more parties, corporations or other legal entities, of the fee simple title to property in Bent Tree Village Subdivision Unit 3 and Bent Tree Village Subdivision Unit IV as described in Article II hereof.

7. "Common Area" shall mean and refer to any real property including lakes located within the platted area of Bent Tree Village Subdivision Unit 3, a/k/a Woodlands II Homeowners Association and Bent Tree Village Subdivision Unit IV Maintenance and Property Owners Association, Inc., or, commonly known as Woodland Lakes Homeowners Association, which is not privately owned and designated on the plat as a private lot. "Common Area" shall also be defined as any additional area, which may be deeded to the association, or dedicated to the County of Sarasota, for the common use and enjoyment of all property owners in Woodlands II Homeowners Association and Woodland Lakes Homeowners Association.

8. "Association" shall mean and refer to Bent Tree Village Subdivision Unit 3 Maintenance and Property Owners' Association, Inc., and Bent Tree Village Subdivision Unit IV Maintenance and Property Owners' Association, Inc., a Florida Corporation not-for-profit, which corporations have been formed for the primary purpose of owning, improving, maintaining and managing the Common and Public areas and also for the purpose of enforcing these Covenants and Restrictions, and improving and maintaining the waterways, canals and other open spaces, and to provide services as beneficial to the members. The term association as used below may also refer to the designated executive arm of the Association, the Board of Directors.

9. "Public Roads" shall mean and refer to those roads that are common to Bent Tree Village Subdivision Unit 3 and Bent Tree Village Subdivision Unit IV dedicated to the County of Sarasota and to be maintained at public expense, with supplemental maintenance, if necessary, by the Association.

10. "Private Roads" shall mean and refer to those roads that are common to Bent Tree Village Subdivision Unit 3, and Bent Tree Village Subdivision Unit IV, which roads are to be maintained by the Association.

11. "Open Space" shall be defined as that portion of the "common area" remaining in an unimproved state either as meadow, forest, lake bank or lake, including access routes thereto.

12. "Structure" shall mean any manufactured or artificial improvement built or placed upon the ground, but not live plantings or lawn furniture.

13. "Variance" shall be defined as an exception or relaxation to an otherwise prohibited land use or restrictive regulation. Said exception shall only be granted in accordance with the applicable policy adopted by the Board of Directors and when consistent with the applicable policy adopted by the Board of Directors and when consistent with the general policy set out in Article IV below.

14. "Architectural Construction Permit" shall be defined as a grant of approval by the Board of any structure or improvement which is to be erected within the Woodlands II and Woodland Lakes subdivision.

15. "Plans and Specifications" shall mean architectural plans, elevations, building specifications, building location on the lot, landscape plans, and complete listing of all building materials.

16. "Drainage System" shall mean the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

17. "Day or Days" shall mean and refer to calendar days unless otherwise specified.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property owned by Declarant which shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Sarasota County, Florida, and described as follows:

All of Bent Tree Village Subdivision Unit 3, exclusive of Lots 1-7, inclusive, as per Plat thereof recorded in Plat Book 30, Pages 14-14F, Public Records of Sarasota County, Florida, and all of Bent Tree Village Subdivision Unit IV, as per plat thereof recorded in Plat Book 38, Page 36 and 36A through 36E, inclusive, of the Public Records of Sarasota County, Florida.

ARTICLE III REQUIRED MEMBERSHIP IN BENT TREE VILLAGE SUBDIVISION UNIT 3 AND BENT TREE VILLAGE SUBDIVISION UNIT IV

Bent Tree Village Subdivision Unit 3 (Woodlands II HOA) and Bent Tree Village Subdivision Unit IV (Woodland Lakes) is a planned residential community with certain areas being set aside as subdivision housing.

In order to establish, protect and preserve the quality of the development, all property owners at Bent Tree Village Subdivision Unit 3, and Bent Tree Village Subdivision Unit IV shall

be required to become members of the Association and to maintain such membership in good standing. Furthermore, membership of each and every property owner in Bent Tree Village Subdivision Unit 3 and Bent Tree Village Subdivision Unit IV in the Association, is hereby stated and recognized to be a necessary and essential part of the orderly development of Bent Tree Village Subdivision Unit 3 and Bent Tree Village Subdivision Unit IV as a planned community. Therefore, all property owners in Bent Tree Village Subdivision Unit 3 (Woodlands II Homeowners Association) and Bent Tree Village Subdivision Unit IV (Woodland Lakes) and purchasers of future developed property which may hereafter be submitted to the provisions hereof shall automatically be members of the Association and are required to maintain such membership in good standing.

ARTICLE IV MAINTENANCE COVENANTS

General Policy. The policy envisioned in adopting these restrictions and that which is to be used in interpretation and enforcement thereof is as follows: the foremost consideration in applying these Covenants and Restrictions is the health and safety of the Property Owners in the Woodlands II HOA and Woodland Lakes, their families, guests and invitees. Additionally, these Covenants and Restrictions are designed to preserve property values, to protect the natural aesthetic qualities of the community, and to promote the mutual harmony of all residents therein. The Board of Directors is hereby authorized to develop and promulgate reasonable policies, assessments (which shall mean and refer to annual fees or any special assessment) and annual budgets necessary for the maintenance and improvement of the Woodlands II and Woodland Lakes development.

Open Space and Easements. In connection with the Woodlands II and Woodland Lakes development, certain land areas referred to as "common areas", may be designated by the Association as open space. The open space so designated shall remain free from structural encroachment or physical alteration, and in so far as possible, remain unaltered in its natural state. Where there are open space lakes created by the Developer, said lakes are also to remain essentially in the same state as existed at the time this subdivision was created. Access points or easements across common areas are for the benefit of the lot incorporated by reference herein. Access to open space areas is specifically not granted across, or encroaching on, any private Lot herein. Non-exclusive easements for County ingress and egress may have been or may hereafter be granted to the County of Sarasota. Those easements are identified on Exhibit A herein. Such County easements are intended solely to facilitate the required maintenance or other public service provided by the County and shall not be construed as a grant of general access to the public-at-large but shall be utilized by the Association and its members.

Security. In order to preserve the security and privacy of the homeowners in the Woodlands II and Woodland Lakes development, the Board of Directors is authorized by the Association to establish a security program. Such program may be run jointly with the BENT TREE VILLAGE SUBDIVISION UNIT 2 MAINTENANCE AND PROPERTY OWNERS ASSOCIATION, INC. Such security program shall be used to control access to the Woodlands II and Woodland Lakes development.

Responsibility of Association. The Association shall be responsible for enforcing the Restrictions herein contained and for maintaining the common areas, unless otherwise provided herein. The Association shall also provide supplemental maintenance on all lands and easements dedicated to Sarasota County. It is the responsibility of the Association to operate and maintain the

Drainage System, and the cost of such operation and maintenance shall be a part of the annual budget of the Association.

Assessments/Annual Fees. The Association shall generally assess the Owner of each Lot equally for the expenses necessary to manage, maintain, administer and carry out the responsibilities and duties of the Association. However, Bent Tree Village Subdivision Unit IV shall be assessed additional amounts for the maintenance and preservation of the street lights and lake well pump, including associated electricity costs. The Board of Directors may levy special assessments when necessary to fulfill the obligations set out herein.

Lien for Unpaid Assessment. Assessments/annual fees and any special assessment not paid within ten (10) days of the due date shall bear interest at the highest rate permitted by law. The Association shall have a lien for all delinquent assessments/annual fees and special assessments, which shall include interest, reasonable attorney's fees and court costs incident to the collection of same.

ARTICLE V ARCHITECTURAL CONTROL AND APPROVAL OF STRUCTURES

A. General Policy:

No structure of any kind shall be commenced, erected, placed, or maintained upon any Lot within the Woodlands II and Woodland Lakes development; nor shall any addition or alteration thereof be made, unless and until the plans, specifications and location of the same shall have been submitted in duplicate to, and approved **IN WRITING BY** the Board of Directors. All plans and specifications shall be evaluated as to their conformity with the general policies and specific architectural criteria set out herein. However, refusal to approve plans, specifications or location by the Board shall be within the sole discretion of the Board and may be based solely on aesthetic grounds. The Board of Directors shall have the authority to adopt policies to effect such architectural control. Further, the Board shall have the right to waive the provisions of this Section A of Article V should two-thirds (2/3rds) of the entire membership choose to do so.

B. Specific Prohibitions: Structures that are expressly prohibited include, but are not necessarily limited to, the following:

1. Outdoor clothes lines.
2. Temporary structures (other than those necessary and approved during home construction. Such temporary construction structures shall be removed promptly upon completion of the home and not later than 6 months after commencement of the construction of such home).
3. Trailers, house trailers and motor/mobile homes.
4. Carports or other garages not permanently attached to a residence and under the same roof. For purposes of this provision, the words "permanently attached" shall not mean garages attached by a wall, trellis or breezeway.
5. Tool Sheds.

6. Treehouses.
7. Satellite television or other television or radio antennae in excess of one meter in diameter.
8. Chain link fences.
9. Above-ground, or temporary swimming pools.
10. Window boxes.
11. Portable storage units ("pods") and similar structures.
12. Window air-conditioner units.
13. Gated driveways.

C. **Special Exceptions:** Structures permitted in accordance with Board promulgated policy and guidelines and **WITH THE EXPRESS, WRITTEN CONSENT OF THE BOARD OF DIRECTORS** as herein provided, include the following:

1. Playsets in accordance with the guidelines attached to this Declaration as Exhibit "B". However, playsets must be kept in good condition and repair. Good condition and repair shall mean and refer to cleaned, painted and free from mechanical defects. Should the Board of Directors determine that any playset is in disrepair or not being used, the lot owner shall remove the playset upon written notification from the Board of Directors.
2. Solar energy devices.
3. Portable basketball backboards that are not attached to a residence.
4. Dog houses.
5. Outdoor fireplaces and barbecue grills properly screened with landscaping approved by the Board of Directors.
6. Trampolines with properly screened landscaping approved by the Board of Directors.

D. **Specifically Permissible:** Structures that are typically permitted **UPON WRITTEN APPLICATION TO, AND WRITTEN APPROVAL OF, THE BOARD OF DIRECTORS** include:

1. Dwellings/Residences, and additions thereto.
2. Fences and walls not exceeding four (4) feet in height.
3. In ground swimming pools.
4. Screen enclosures.

5. Patios.
6. Water or sewer lines.
7. Drains.
8. Mailboxes in accordance with the guidelines on Exhibit "C" attached hereto.
9. Outdoor lighting fixtures.
10. Driveways.

E. Permitting Requirements.

1. Permits. No permit shall be obtained until the drawings and specifications for the construction have been approved as provided by policy adopted by the Board of Directors. At the time plans, drawings and specifications are approved, and the architectural permit issued, the permit must be posted in a conspicuous manner on the property being improved. It shall be the responsibility of the applicant for a permit to notify the Board of Directors, in writing, of any proposed structure which does not conform to the restrictions set out herein; and to make written application for a variance simultaneously with submission of the drawings and specifications.

2. Fees. A schedule of reasonable fees for processing requests for building plan approval may be adopted by the Association, such fees, if any, shall be payable to the Association, in cash, at the time the plans and specifications are submitted.

3. Approval. The Association shall approve or reject submitted plans and specifications of proposed structures listed in paragraphs C and D above within a reasonable period of time following receipt of said plans and specifications by the Board of Directors. For the purposes of this section, "reasonable period of time" shall mean within sixty (60) days, except in cases of an emergency. No unapproved building or other structure shall be erected or remain on any lot which violates any of the covenants or restrictions herein contained or which is contrary to Paragraph B above. The Association shall have the right to enter upon any Lot to perform required maintenance or to remove any unauthorized or unapproved structures placed thereon. In such event, the entry shall not be deemed a trespass and the cost of such maintenance and/or removal (including any attorney's fees) shall be charged against the offending homeowner and may become a lien against the Lot if not paid. The Association may foreclose upon such lien in the same manner as it does with delinquent assessments/fees described in detail herein.

4. Construction Requirements. All Lot Owners must complete any construction on the lot within TWELVE (12) months of the issuance of the original building permit. In order to attempt to insure completion of construction within this time limit, houses must be constructed by a residential contractor licensed to do business in Sarasota and/or Manatee County(ies), Florida. The requirements of this paragraph may be waived by the Association, but must be so waived in writing at the time the drawings and specifications are approved. The Association may make the granting of a waiver conditional upon the lot owner providing to the Association a surety bond, in form, acceptable to the Board of Directors in an amount equal to ONE HUNDRED TEN PERCENT (110%) of the estimated cost of construction, as certified by an architect licensed in the State of Florida, guaranteeing completion of construction as required

herein. Failure to comply with the provisions of this paragraph may result in the Board's retraction of approval of the architectural permit.

5. Construction Debris. During the period of construction, a garbage dumpster shall be maintained on the property for construction debris. Failure to maintain and regularly clean such dumpster shall result in a revocation of the architectural construction permit, and the imposition of a lien in such amount as is necessary for the Association to clear and remove such debris.

ARTICLE VI IMPROVEMENT RESTRICTIONS

These improvement restrictions shall initially apply to the following described property:

Lots 8 through 168, Bent Tree Village Subdivision Unit 3, as per Plat thereof recorded in Plat Book 30, Pages 14-14F, Public Records of Sarasota County, Florida, and that 30 acre parcel (Bent Tree Village Subdivision Unit IV) which became a part of the sub-division (Bent Tree Village Subdivision Unit 3) on October 25, 1995 and which lies contiguous to the aforesaid plat provided, however, as additional properties are submitted to the terms and provisions of this Declaration, a separate set of improvement restrictions applicable thereto may be contained in the Declaration of Submission or the terms and provisions of this Article may be incorporated by reference either in whole or in part.

1. Use Requirements. Except as hereinafter provided, no lot or parcel shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed THIRTY-FIVE (35) feet in height and a private garage for not more than four (4) cars, which garage shall be permanently attached and made part of the dwelling house/residence by a solid, concrete wall.

2. Size and Design of Building. All buildings are to be of a design and construction in keeping with those of the surrounding residential area. The main residence building to be erected on any lot shall have a living area of not less than 2800 square feet. Living area shall exclude all screened or open porches, breezeways, garages, utility areas, whether finished or unfinished.

3. Roof Material. Roofs and roof shingles must be constructed of cement tile, clay tile or slate, 340 pound asphalt composition or an equal Class "A" fiberglass or wood shingles. However, in Bent Tree Village Subdivision Unit IV, there shall only be permitted cement tile, clay tile or slate roofs. All proposed roof materials must be submitted to the Board of Directors for approval. No material may be used that is not approved by the Board of Directors. The Board has the sole discretion to approve or reject proposed roof materials and the decision may be based purely on aesthetic grounds. The proportion of roofs shall be consistent with the architectural style of the residence. A minimum pitch of 5/12 on all roofs is recommended.

All roof stacks, vents, flashings, and chimney caps shall be painted to match the approved roof colors. Roof stacks and vents shall be placed on rear slopes of the roof and shall not be visible from the street unless determined to be absolutely necessary.

Flat roofs and tar and gravel surfaces are not recommended in the rear, and are prohibited in the front and sides of the building, including 5-V crimp and standing seam type metal roofs, which are prohibited.

Gutters and down-spouts shall be painted to blend with the approved exterior color scheme. Storm water flow must be directed to, and conform with, the approved drainage plan and requirements.

Solar water heating panels shall be reviewed on an individual basis and insofar as possible shall not be visible from the street.

4. Exterior Paint. All proposed paint colors **MUST BE SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL PRIOR TO PAINTING** any part of the exterior residence. The Board has the sole discretion to approve or reject proposed paint colors and the decision may be based purely on aesthetic grounds.

5. Sidewall Material. Cement block, where used, must be stuccoed or veneered with wood, brick or stone. No other materials, including but not limited to, asbestos, plastic, aluminum, asphaltic covering, or vinyl shall be used on exterior walls.

6. Eaves. Eaves on dwellings may overhang in accordance with the Building Regulations from time to time adopted by the County of Sarasota.

7. Garages. Each dwelling shall be constructed with an enclosed garage for a minimum of two (2) cars and a maximum of four (4) cars, with an automatic door. No garage shall be erected on any Lot prior to the construction of a dwelling. The garage shall be of the same kind of materials and construction as the dwelling, and shall conform to the architectural appearance of the dwelling. Carports shall not be permitted. Garage doors shall be closed at all times, except when opened to allow entrance or exit. Garages must be permanently attached to and under the same roof of a residence. For purposes of this section, permanently attached does not mean garages attached by a wall, trellis or breezeway.

8. Set-Back Area, etc. No structure of any kind, excluding driveways but including, but not limited to, dwellings, garages, swimming pools and screened cages, shall be erected nearer than 35 feet to any street right of way line, or nearer than 15 feet from any side lot line, nor nearer than 35 feet from the rear lot line of any lot. However, in Bent Tree Village Subdivision Unit IV, no such structures shall be erected nearer than 35 feet to any street right of way line, or nearer than 15.5 feet from any side lot line, nor nearer than 35 feet from the rear lot line of any lot. Under special conditions, when not in conflict with the general policies set out herein and the special policies of the Board, variances from the covenants and restrictions may be sought from the Association and may be granted at the discretion of the Board of Directors.

- A. When surrounding the immediate perimeter of a terrace or patio area, and when attached to or adjoining the dwelling house, a wall, hedge, fence, or other enclosure of any kind, not to exceed eight feet in height, may be constructed, grown, or maintained; provided that there is not encroachment by such wall, hedge, fence or other enclosure into the front side and rear building set back areas of such Lot.
- B. In accordance with the set back policies set out above, no wall, hedge, fence or other enclosure shall be constructed, grown, or maintained

where such item is located between the nearest street right of way line and the front set back line of such lot.

- C. No wall, hedge, fence or other enclosure shall be constructed, grown, or maintained where such item is over a height of 4 feet, if such item is located along the side lot line and is within any set back area.
- D. Except as may be herein permitted, no wall or hedge on lots adjacent to lakes or waterways shall be constructed, grown, or maintained where such wall or hedge is lateral to a lake or waterway, and is along the rear of such Lot. An otherwise permissible wall or hedge along the side of such waterfront lot may not encroach into the rear set back of such Lot.

9. **Lawns, Driveways and Sidewalks.** All lawns in front of a residence shall extend to the pavement line. For those lots with sidewalks, the Lot's Owner shall sod the area between the sidewalk and the street pavement and maintain such area at a high level of maintenance. The sodded lawns on lots numbered 10 through 23, inclusive, 49, 50, 53 through 60, inclusive, 116 through 119, inclusive, 122, 123, 158, 159, 163 and 164 shall be sodded to the center line of any contiguous common area by the adjacent lot owner upon building on his/her lot; and that sodding shall be maintained at a high level of maintenance to the center of the unpaved common area immediately adjacent to the lot by such adjacent lot owner. The sodded lawn on lots 9, 10 and 15 shall also extend and be maintained to the lot lines of lots 1 through 4, inclusive. On all Lots adjacent to Lake, the sodded lawn shall extend to the water line of the lake. No gravel or blacktop driveways are permitted. No paved parking strips are allowed except as shown on the plot plan approved by the Declarant. All driveways from the garage to the street pavement shall be constructed of concrete, a minimum of 4 inches in thickness, with trowel and broom finish or other appropriate finish. Decorative pavers installed over compacted sand base is an acceptable alternative. Each Lot Owner is responsible for the repair and maintenance of the sidewalk immediately adjacent to their Lot in accordance with local government regulations and standards. In the event a Lot Owner fails to repair and maintain the sidewalk adjacent to the Lot, the Association shall have the right to make such repairs it deems necessary and add the cost of such repairs to the responsible Lot Owner's next maintenance assessment or special assessment. The Association shall give any affected lot owner FIFTEEN (15) days written notice before beginning any necessary sidewalk repair or maintenance.

10. **No Re-subdivision.** No Lot or group of lots shall be re-subdivided, except, however, an owner of more than one adjoining lot may sell part of one lot to the owner of the adjoining lot, but by so doing, the fractions of the re-subdivided lot will then become part of the adjoining lots and must be conveyed thereafter with adjoining lot as one lot. Sale of property does not alter the set back requirements applicable to the newly created lot.

11. **Swimming Pools.** Swimming pools (in ground) and screened or enclosed structures may be constructed on any Lot contiguous to a dwelling **WITH THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS AND** in compliance with Sarasota County Building Regulations and the set-back requirements herein. No above ground or non-permanent type pools are allowed.

12. **Sanitary Facilities.** No outdoor toilets shall be erected or maintained, nor shall any septic tanks be installed on any Lot.

13. Water System. All buildings shall be connected to the water system of the franchised utility company, and shall be subject to installation fees, as well as charges for water consumed. No saline or regenerating solution from water softening equipment shall be discharged in any street right-of-way.

14. Sewage System. All buildings shall be connected to the sewer system of the franchised utility company and shall be subject to connection charges for making connection to the sewer system.

15. Unsightly Objects. All garbage or trash containers, with the exception of trash containers required during the period of construction, referred to in Article V hereof, oil tanks, and bottled gas tanks on all Lots must be underground or placed behind walled areas so they shall not be visible from the adjoining properties. Garbage receptacles and recyclable containers shall be placed on the curb area outside of the residence no earlier than the afternoon of the day prior to collection. Garbage and recyclable receptacles shall be returned to the garage immediately after pick-up. Garbage and yard waste shall be collected in accordance with Sarasota County Waste Collection Regulations. Air conditioner compressors, pool and spa pumps and filtering systems shall be similarly screened from view and buffered by a wall or shrubbery. No unsightly object or debris shall be permitted to remain on any undeveloped lot or any lawn area of a developed lot. The Association, its successors or assigns, may enter upon said lot or lots and remove unsightly items or clear over-grown vegetation and charge the owner for such services, and such entry on the part of the Association, its designates, successors and assigns, shall not be deemed a trespass; non-payment of such charges shall allow the placements of a lien on said lot or lots. Liens may be placed by the Association on any lot when the owner has failed to comply with the terms of this subsection. The Association shall provide written notice 15 days in advance of such lien being recorded.

16. Unlawful Use of Property. No unlawful, improper or immoral use shall be made of any lot. The lot owner shall at all times keep his or her lot mowed and clear of weeds, debris and vegetation that may be either a health or fire hazard in the neighborhood, subject to policy adopted by the Board of Directors. Liens may be placed by the Association on any lot when the owner has failed to comply with the terms of this subsection. The Association shall provide written notice 15 days in advance of such lien being recorded.

17. Nuisances. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. Estate Sales. Estate sales, yard sales, garage sales or similar activities are specifically prohibited within the Woodlands II and Woodland Lakes sub-division. The term "estate, yard or garage sales" shall include the sale or attempted sale of such items as vehicles, boats or other objects which are located outside of a given home and attached garage.

19. Animals. No animals, livestock or poultry of any kind shall be bred, raised or kept for commercial purposes on any Lot. Only house pets may be kept on any lot and only as long as they do not become a nuisance to other residents in the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Dogs must be restrained at all times when outside. Exposed excrement on lots, lawn areas or boulevards shall be considered a nuisance. Pet owners are required immediately to clean up and remove such pet excrement.

20. Real Estate Signs. Signs designed for any purpose other than for the sale of real estate are expressly prohibited.

(a) "For Sale" Signs - No "For Sale" signs of any kind shall be displayed to the public on any vacant lot. One sign of not more than four (4) square feet of green and white color for which a standard form and design has been uniformly approved by the Board of Directors may be used to advertise the sale of an improved Lot.

(b) "Open House" Signs - The use of flags, "open house" **arrows** or other similar advertising material is strictly prohibited. The placement of one "open house" **sign** of not more than four (4) square feet, of green and white color and design approved by the Board of Directors, posted in the front yard next to the "for sale" **sign** is **permitted**. Such approved sign is to be posted for not more than two (2) days in any one calendar week.

21. Commercial / Advertising Signs. The use of flags, commercial signs, balloons or other similar advertising materials is strictly prohibited upon any Lot or portion of the Association Property.

22. Mail Boxes. All mailboxes and posts shall be of the general design and size as shown on Exhibit "C" attached hereto. Any proposed change to the existing mailbox must be submitted in writing to the Board of Directors and approved in writing by the Board of Directors. All mailboxes must be maintained in good condition and repair. For the purposes of this section, good condition and repair shall mean and refer to cleaned, painted and free from mold, mildew and structural defects. Mailboxes and posts existing prior to the date of this amendment that do not comply with this Article and Exhibit "C" will be permitted to remain. However, should any such mailbox (and posts) ever require extensive repairs, or should the home be sold to another owner, then the mailbox and posts must be replaced in accordance with the provisions of this Article and Exhibit "C". For purposes of this Article, "extensive repair" shall mean that more than one-half of the mailbox (and posts) is not in good condition and repair.

23. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements. The easement area of each lot, and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

24. No Professional or Business Uses. The prohibition stated in Paragraph 1 of this Article shall be deemed to include a prohibition of use for a real estate brokerage business, insurance offices, professional offices, or other types of business. No business buildings may be erected on a Lot and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. No person may publicly advertise the address of a Lot as the address of any business. The use of a residence as a public lodging establishment shall be deemed a business or commercial use. This Section shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records on his property, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his property. Such uses are expressly declared customarily incident to residential use. This Section is, however, intended to prohibit commercial or business activity by an Owner or occupant of a

residence which would noticeably change the residential ambiance of the neighborhood, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the neighborhood by persons making deliveries, pick-ups, employees or other business associates, or customers and clients.

25. **Rental or Leasing.** A lot or parcel shall not be leased or rented without the prior written approval of the Association. Should a lot owner wish to lease his lot or parcel, he or she shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as the names of all proposed occupants and such other information the Board may reasonably require. A lot owner shall not lease the lot or parcel more than once in any twelve (12) month period, except in cases of hardship as determined solely by the Board of Directors. Only the entire lot or parcel may be leased.

26. **Visible Parking or Storage.** With the exception of family type, noncommercial vehicles, no trucks, commercial vehicles, "dual tired axles", vans, buses, motorcycles, mopeds, campers, recreational vehicles, limousines, mobile homes, motor homes, boats or trailers of any kind shall be permitted to be parked or stored at any time on any Lot **EXCEPT IN THE CONFINES OF A CLOSED GARAGE**. Parking is permitted only upon paved driveways or in the garage. **OVERNIGHT PARKING ON THE STREET IS PROHIBITED**. No Owner may park any vehicle upon the grass or swale. Stored vehicles, vehicles with expired tags or no tags and vehicles not owned by or registered to a Lot Owner are prohibited **UNLESS IN THE CONFINES OF A CLOSED GARAGE**. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees. This provision shall not apply to the temporary parking of commercial vehicles used to furnish commercial services, construction or deliveries to a Lot provided, however, that such commercial vehicles must actually be engaged in the performance of services while parked upon a Lot. The following definitions shall apply for purposes of this section:

"Truck" means all vehicles of every kind which are manufactured, designed, marketed or used for transporting goods of any nature or designated as a truck by the manufacturer. "Truck" shall **include** El Caminos, Rancheros (and other vehicles of identical design), vehicles with elongated, extra long or longer than standard bodies such as Chevrolet Avalanche, Cadillac Escalade EXT, Lincoln Blackwood, or similar sport utility hybrids. "Truck" shall **exclude** passenger vehicles currently marketed under the following manufacturer's nameplates: Jeep Wranglers, Jeep Cherokees, Ford Explorers and all other vehicles of similar design.

"Van" means step-vans of any size or weight, panel trucks or vans of any size or weight and any vehicle designated as a van by the manufacturer. "Van" shall include vehicles without side or rear windows, or rear passenger seats. "Van" shall **exclude** passenger minivans currently marketed under the following manufacturer's nameplates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Windstar, Toyota Previa, and all other vehicles of similar design. Vehicles with elongated, extra long or longer than standard bodies or lengths are prohibited.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business and which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows.

"Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for

the purpose of providing temporary living quarters or storage of personal property or equipment for camping, recreation or travel.

"Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

"Motor Home" means any vehicles which are self-propelled and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall also be considered motor homes.

"Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

"Trailer" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

27. Lot Grading. Floor levels shall be set sufficiently above street grade to provide proper drainage of the respective lot, and no filling or grading shall be done that will adversely affect the proper drainage of adjacent property. Protective slopes around all buildings shall be provided on every lot by the respective owner, and side lot swales shall be planned and maintained to prevent standing water in the rear. It shall be the responsibility of each owner to see that his lot conforms to FHA #300, "Minimum Property Standards for One and Two Living Units" (Gen. Rev. #5), Section #1202, Page 234 and 244, inclusive and approved drainage plan from Sarasota County. This places a special responsibility on the first builder in any neighborhood to refrain from blocking side lot line easements in excess of the minimum 1% slope toward the street.

28. Trees. In order to protect the wooded homesite environment, **TREES MAY NOT BE REMOVED UNLESS A PERMIT IS OBTAINED IN WRITING FROM THE ASSOCIATION AND COUNTY.** No trees may be removed from the common areas unless it is required by reason of hazard or disease and then only by the approval of the Association and the county of Sarasota. Dead, diseased or unstable trees may be removed from the Lot without obtaining permission from the Association. Lot Owners must uniformly trim and prune trees upon their Lots so as not to overhang sidewalks, walkways, driveways or obstruct pedestrian and vehicular views of intersections.

29. Burning. No outdoor burning will be allowed, and all leaves, trash, etc. must be carted to a legal dumping ground or containerized for central pickup.

30. Underground Utilities and Antennae. All utility lines and lead-in wires, cable TV lines, including, but not limited to, electrical lines and telephone lines, located within the confines of any lot or lots, shall be located underground, provided nothing herein contained shall prevent an above ground temporary power line to a residence during period of construction.

Except as specifically provided by the Federal Communications Committee, there shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, exterior portion of a dwelling house necessarily includes the lot itself, nor shall any such antenna be maintained inside a dwelling

house if it emanates or creates radio or television reception interference with any neighboring dwelling house.

31. **Open Space.** All areas set aside as open space for the development are to remain in their natural and undisturbed state, except for the planting of native vegetation, or removal, repair or replacement of damaged trees or other growth, all of which must be done at the direction of the Association. Notwithstanding anything to the contrary herein, a vote of not less than 90% of the members in the Association shall be required to amend this restriction.

32. **Use of Common Areas.** No dumping of any kind, whether vegetative or nonvegetative matter, shall be permitted on open space of the common areas, including the lakes. No motorized vehicles, other than emergency or maintenance vehicles, with the exception of golf carts driven by "homeowner golfers" and going to or returning from "play", through tract "F" during daylight hours, are permitted on the lakes or other open space or common areas. Use of open space or common areas shall be restricted to homeowners of Woodlands II and Woodland Lakes, their families and guests. However use of such open space or common areas shall not be made in such a manner as to trespass, or to create a nuisance, or to invade the privacy of the adjacent homeowners.

33. **Regulations Governing Construction.** The Board of Directors by a majority vote of its membership may from time to time issue such reasonable regulations as it may deem to be in the best interest of the community to control such things as traffic flow, work hours, signage and the like and it shall have the power to enforce such regulations.

34. **Commercial Use.** The subdivision shall be occupied and used only as follows:

Each Lot shall be used as a residence for a single family and for no other purpose.

The business use of a residence that shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows or tends to show commercial activity of a residence, including but not limited to, pick-up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever, and including "For Sale" signs affixed to automobiles and Lots as further described herein. Businesses not requiring visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein. Such businesses include home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media.

35. **Casualty.** If all or any portion of a residential dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction or repair shall be undertaken as soon as reasonably possible, and in any event within six (6) months after damage occurs, and such work shall be completed within twelve (12) months after the damage occurs. The Board may provide shorter time periods for commencement of the work, based upon the specific circumstances.

Owners shall maintain property and casualty insurance on their property in order to cover the replacement cost of the improvements on their Lot. Proof of insurance coverage shall be provided to the Association upon request.

ARTICLE VII GENERAL PROVISIONS

1. Remedies for Violation. If the Owner of any property in Bent Tree Village Subdivision, Unit 3, a/k/a Woodlands II Homeowners Association and Bent Tree Village Subdivision, Unit IV a/k/a Woodland Lakes Homeowners Association, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other property owner within Bent Tree Village Subdivision Unit 3, Woodlands II HOA, and Bent Tree Village Subdivision Unit IV, Woodland Lakes HOA or for the Board of Directors or an appointed agent of the Board of Directors to prosecute and proceed at law or in equity against the person violating or attempting to violate any such covenant or restriction, either to restrain him from such violation and/or to recover damages therefore, or both. The prevailing party in any such legal proceedings brought to enforce these covenants and restrictions shall be entitled to recover his or her costs and reasonable attorney's fees up to and including all appeals. **IN ADDITION, THE ASSOCIATION MAY FINE ANY LOT OWNER WHO FAILS TO COMPLY WITH THE COVENANTS AND RESTRICTIONS CONTAINED HEREIN.** No fine shall be levied unless the Lot Owner is notified of the violation by at least two (2) telephone calls and/or two (2) written communications. Thereafter, the Lot Owner will be given 14-days advance, written notice to appear before a violations or fining committee. The committee shall be composed of at least 3 Lot Owners who are not Board members or related to Board members. If the committee determines that no fine should be imposed, the Board cannot impose a fine. Fines shall accrue up to \$100.00 per day for each day a violation remains, up to a maximum fine of \$10,000.00. Unpaid fines shall become a lien against the Lot that may be foreclosed upon in the same manner as unpaid maintenance assessments/fees and special assessments.

2. Term of Restriction. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the subdivision subsequently executed, and shall be binding on all parties and all persons claiming under such deeds and conveyances for a period of thirty years from the date of recording of the original Declaration of Maintenance Covenants and Restrictions of Bent Tree Village Subdivision Unit 3, a/k/a Woodlands II Homeowners Association and Bent Tree Village Subdivision, Unit IV a/k/a Woodland Lakes Homeowners Association after which time, such covenants and restrictions shall be automatically extended for successive periods of TEN (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to terminate or change same in whole or in part. A majority of the members in the Association may, at any time, amend the restrictions where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board, or other similar governmental agency.

3. Amendments. This Declaration may be amended as follows:

By written consent of a majority of the voting membership of the Association after written notice of the text of such amendment and prospective ballot is provided to the entire membership. Notwithstanding the foregoing, any amendment which would affect the Drainage

System, including the portions of the common areas which are a part of the Drainage System, must have the prior written approval of the Southwest Florida Water Management District.

All amendments shall take effect when duly executed and recorded in the Public Records of Sarasota County, Florida.

4. Invalidation. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way effect any of the other provisions that shall remain in full force and effect.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 23rd day of May, 2002, at Sarasota County, Florida.

BENT TREE VILLAGE SUBDIVISION,
UNIT 3, MAINTENANCE AND
PROPERTY OWNERS'
ASSOCIATION, INC.

BY: [Signature], President

[Signature]
Witness Signature

Betty Halpern
Printed Name

[Signature]
Witness Signature

Denise L. Olsen
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

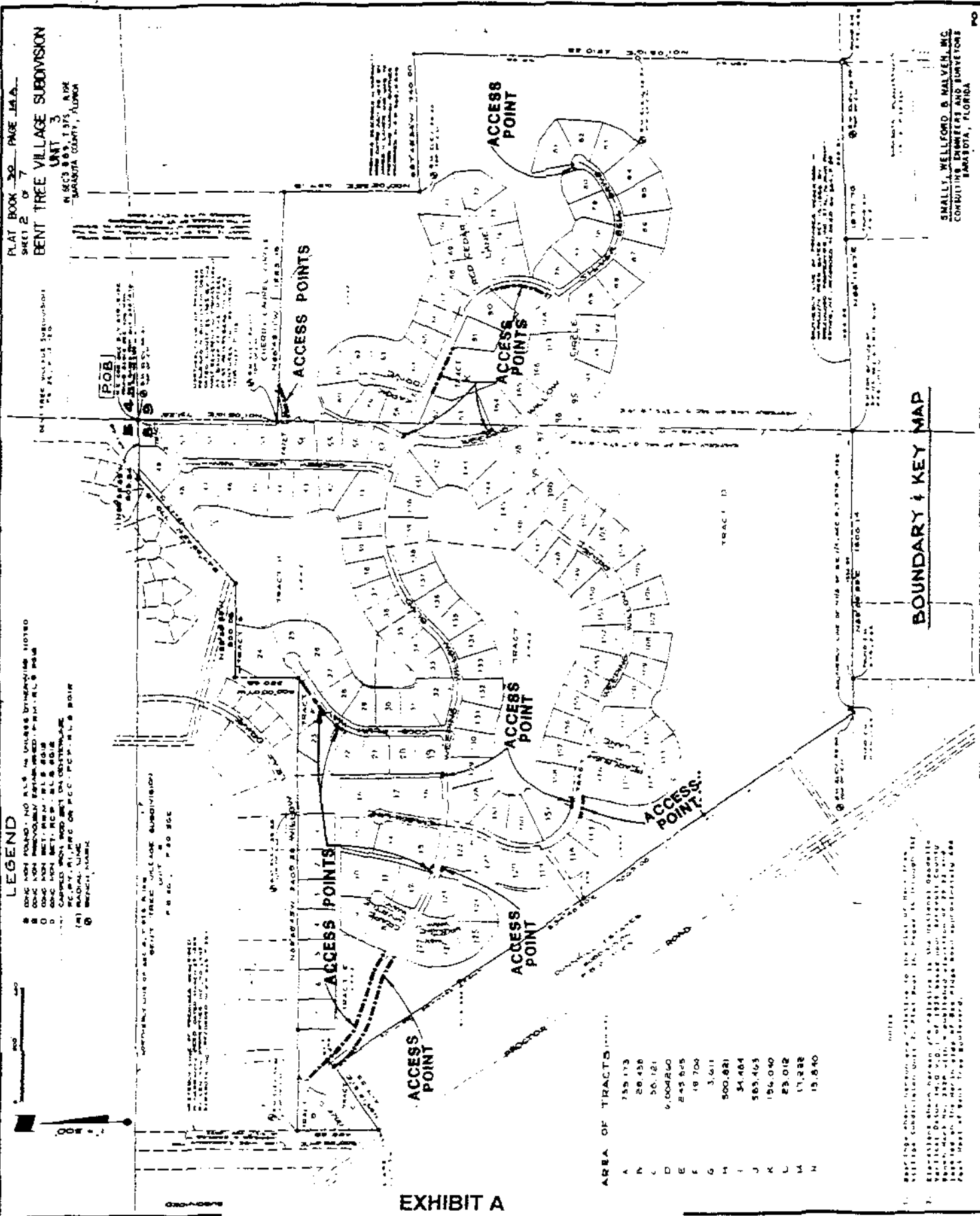
The foregoing instrument was acknowledged before me this 23rd day of May, 2002 by Jeffrey Eugene Charlotte, as President of BENT TREE VILLAGE SUBDIVISION, UNIT 3, MAINTENANCE AND PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He/~~She~~ is personally known to me or has produced D.L. C643-425-61-107-0 as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public [Signature]
Printed Name DENISE L. OLSEN
State of Florida

My Commission Expires 7/23/04

DENISE L. OLSEN
Notary Public, State of Florida
My comm. exp. July 23, 2004
Comm. No. CC956378

OFFICIAL RECORDS INSTRUMENT # 200604125 00 PAGES



PLAT BOOK 30 PAGE 144
 SHEET 2 OF 7
 BENT TREE VILLAGE SUBDIVISION
 UNIT 3
 IN SECS 30, 31, 32, 33, 34
 T. 37 N. R. 17 E. S. 30
 SANGERS COUNTY, ALABAMA

LEGEND
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 (N) DASH NOT FOUND, NO SLS IN UNLESS OTHERWISE NOTED

AREA OF TRACTS

A	755.173
B	28.436
C	56.181
D	6,004,260
E	245.505
F	18,704
G	3,411
H	500.821
I	34,484
J	585.463
K	194,040
L	23,012
M	17,282
N	15,840

EXHIBIT A

BENT TREE VILLAGE SUBDIVISION UNIT 3
 A/K/A WOODLANDS II

BOUNDARY & KEY MAP

SMALL, WELFORD B. MALVERN, INC.
 CONSULTING ENGINEERS AND SURVEYORS
 TAMPA, FLORIDA

EXHIBIT A

BENT TREE VILLAGE SUBDIVISION UNIT IV
A/K/A WOODLAND LAKES

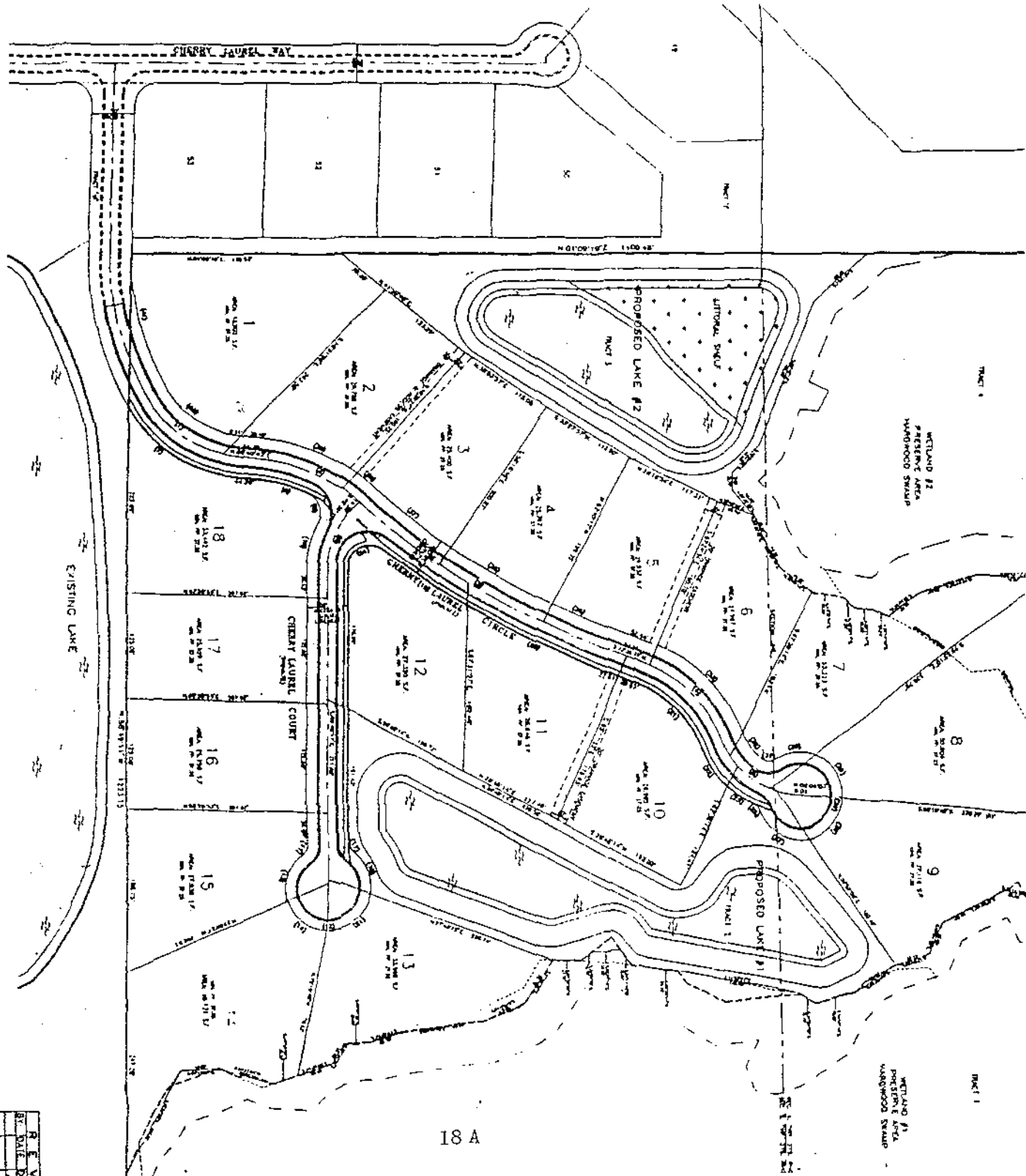


EXHIBIT B

PLAYSET GUIDELINES

CONSTRUCTION MATERIALS

Natural material, such as pressure treated wood. Left natural, may be sealed clear, but not painted in any color.

OVERALL DESIGN

Single tower, open design, with dark green tarp roof.

DIMENSIONS

Maximum allowed dimensions (including apparatus) for each component:

Tower height, including tarp – 13'

Platform – 6' x 6'

Swing Beam – 26'

APPARATUS

Apparatus, such as slides, swings, gliders etc., should all be of dark green plastic. Climbing wall, rope ladders etc. should be natural.

LANDSCAPING

Camouflage landscaping may be required, dependent upon the site. Examples of acceptable landscaping: Viburnum, Podocarpus hedge, non-deciduous trees such as Ligustrum, Magnolia, Olive and Oak.

PLACEMENT

Within setbacks, to side or rear of property, to reduce visibility from street and other homes.

APPLICATION FOR APPROVAL

Required for new playsets, as well as changes or additions to existing playsets. Submit home site plan to board, showing required setbacks, exact proposed location, scale drawing of the playset, with all dimensions clearly shown, picture of the set, proposals for additional landscaping (if any).

VISUAL REFERENCE GUIDE

The companies listed below each offer a range of playsets, many of which would meet the above requirements. These are not recommended suppliers, but their catalogs may provide a source of reference:

Miss Sally's Swings 'N Things
948 Packinghouse Road
Sarasota FL
941-343-9113

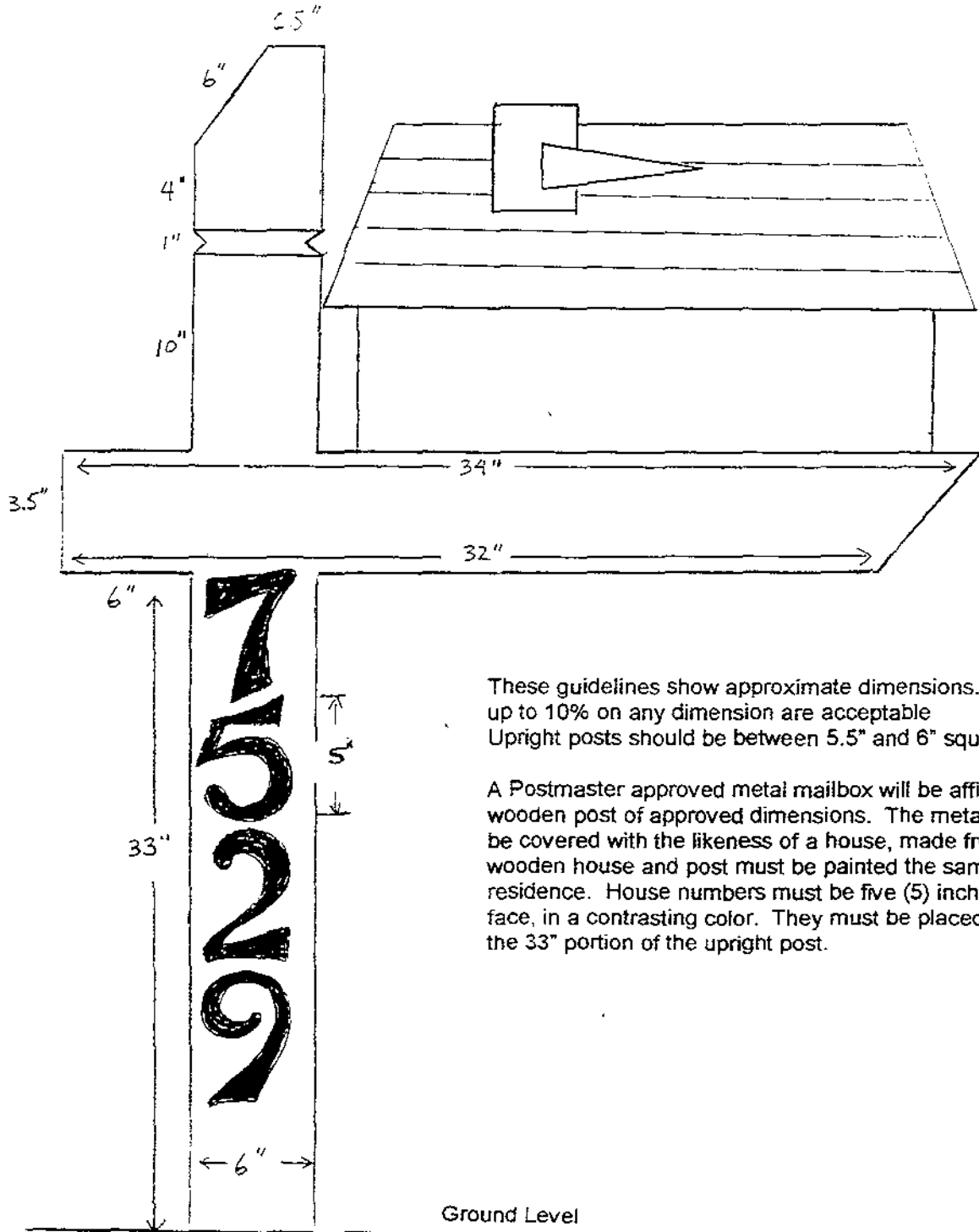
Playnation
16277 S. Tamiami Trail-B
Fort Myers, FL 33908
941-466-5501

Adventure Systems
50 S. Maple Ave, Box 343
Leola, PA 17540
717-661-7177

EXHIBIT C

**BENT TREE VILLAGE SUBDIVISION UNIT 3
A/K/A WOODLANDS II**

MAILBOX GUIDELINES



These guidelines show approximate dimensions. Variances of up to 10% on any dimension are acceptable. Upright posts should be between 5.5" and 6" square.

A Postmaster approved metal mailbox will be affixed to a wooden post of approved dimensions. The metal mailbox will be covered with the likeness of a house, made from wood. The wooden house and post must be painted the same color as the residence. House numbers must be five (5) inch block type face, in a contrasting color. They must be placed vertically on the 33" portion of the upright post.

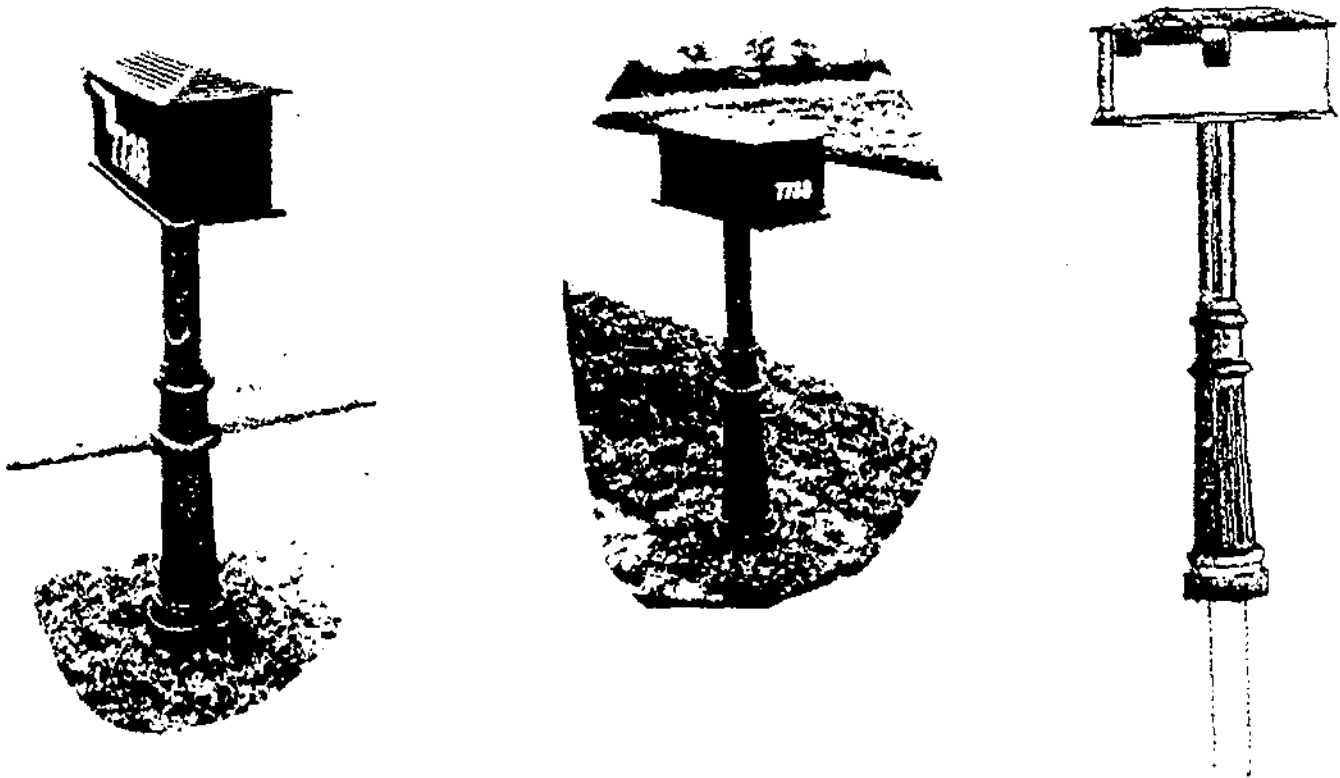
**EXHIBIT C
BENT TREE VILLAGE SUBDIVISION UNIT IV
A/K/A WOODLAND LAKES**

MAILBOX GUIDELINES

Mailboxes in Bent Tree Village Subdivision Unit IV are custom designed in aluminum, and spray painted in black and green. They must be purchased from Nostalgic Lamposts in Venice. Contact Bogden Jonicoski on 941 485 1186.

Some adjacent lots have mailboxes which share the upright post. Maintenance of shared posts will be the joint responsibility of the homeowners who share the post. Where a shared mailbox post was installed upon the initial construction of a property, it shall remain shared. Homeowners will not be allowed to install individual mailboxes to replace shared mailboxes.

**CAST ALUMINUM SHINGLE ROOFED MAILBOX
(roof & bottom only).**



**PAINTED BLACK WITH GREEN SPRINKLES
BOTH SINGLES AND DOUBLES ARE USED**

**The mailbox is set upon 3" fluted aluminum pipe & fitted with
a decorative base.**