

**AMENDED DECLARATION OF RESTRICTIONS**

**for**

**STRATFIELD PARK**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots, this Community, which includes all property subject to this Declaration, including all Lots, Neighborhood Common Areas and Common Property, was created by Taylor Woodrow Homes Florida, Inc. (“Developer”) by a Declaration of Restrictions recorded on February 6, 1991, in Official Records Book 2273, Pages 1085, *et seq.*, Sarasota County, Florida Public Records and as subsequently amended and recorded.

The Community is further described in Plat Book 34, Pages 49-49A and in Plat Book 35, Page 16-16B of the Public Records of Sarasota County, Florida. A copy of the Plat and the legal description for the Community are attached as Exhibit “A”.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

**1. DEFINITIONS.**

(a) “**Act**” or “**Homeowners’ Association Act**”, means Chapter 720 Florida Statutes (2012), as it now exists or as it may be amended from time to time including the definitions therein contained.

(b) “**Association**” shall mean and refer to Stratfield Park Homeowners Association, Inc., a Florida Corporation Not For Profit, its successors and assigns.

(c) “**Common Expense**” means the expenses payable by the Owners to the Association for the purposes and in the manner set forth in this Declaration, the Articles of Incorporation or Bylaws.

(d) “**Common Property**” means real and personal property owned by the Association for the common use and enjoyment of the Owners or property which has been dedicated to the Association for common use or enjoyment, as hereinafter defined.

(e) “**House**” means home/dwelling that is placed on a Lot.

(f) “**Lot**” means any plot of land located within the Community and designated as a “Lot” on the Plat of the Community and intended for residential use, but shall not include the Neighborhood Common Areas and Common Property as hereinafter defined.

(g) **“Neighborhood Common Area”** means that property set aside for the common use and enjoyment of the Owners and any residents, tenants or guests, as hereinafter defined.

(h) **“Owner” or “Owners”** means the record Owner of fee simple title to any Lot and the House thereon, whether one or more persons or entities.

(i) **“Owner Property”** means the underlying real property, the Lot, and the House and any improvements thereto, which is owned in fee simple and is designated as a Lot in the records of Sarasota County, as hereinafter defined.

2. **ASSOCIATION**. Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of the subdivision shall be vested in an incorporated association known as Stratfield Park Homeowners Association, Inc., a Florida corporation not for profit. The primary purpose of the Association shall be to maintain the Common Property, and other designated areas as hereinafter defined, enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. All persons owning a vested present interest in the fee title to any of the subdivision Lots, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association, and their respective memberships shall terminate as their vested interest in the fee title terminates. A copy of the Articles of Incorporation of the Association is filed with the Secretary of the State of Florida and recorded in the Public Records of Sarasota County, Florida in Official Records Book 2273, Page 1119, *et seq.* A copy of the Bylaws governing the operation of the Association is recorded in the Public Records of Sarasota County, Florida in Official Records Book 2273, Page 1128, *et seq.* The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

3. **VOTING RIGHTS**. Each Lot shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one Lot or that House constructed on abutting Lots may be joined together and occupied by one Owner.

4. **THE MEADOWS COVENANTS**. This subdivision is an integral part of a planned development known as "The Meadows" developed by Taylor Woodrow Homes Limited. The subdivision is subject to the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows (the "Meadows Covenants") recorded in official Records Book 1113, Page 715, Public Records of Sarasota County, and subsequent amendments thereto. Each person owning a vested present interest in the fee title to a subdivision Lot shall automatically be a member of The Meadows Community Association, Inc. (formerly The Meadowood Management Association, Inc.,) a Florida corporation not for profit ("MCA"), which will operate, maintain, improve, and manage The Commons of The Meadows. MCA shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the Lots in this subdivision. The Meadows Covenants authorize MCA to enter into an arrangement with condominium and subdivision associations in The Meadows for the collection of the annual maintenance assessment levied by MCA. In the

event of such request, the Association will undertake such collection duties.

5. **NEIGHBORHOOD COMMON AREAS.** Under the terms of the Meadows Covenants, certain land areas, referred to in the Meadows Covenants as "Neighborhood Common Areas," may be set aside by the developer of a subdivision or condominium in The Meadows for the common use and enjoyment only of the owners of property in such designated subdivision or condominium. The Neighborhood Common Areas are to be designated as such either on plats or in other documents recorded from time to time by the respective subdivision. Tracts A, B and C as shown on the plat for Stratfield Park, Phase I, and Stratfield Park, Phase II, have been designated as Neighborhood Common Areas for the common use and benefit of all Owners of Lots within the subdivision. The following provisions shall apply to said Tracts:

(a) **Tract A.** Tract A is an open space area upon which is located a golf cart path, Florida Power & Light utilities, drainage and access easement. An easement over this area was granted to The Meadows Country Club, Inc. by written Agreement recorded in Official Records Book 2148, Page 2526, Public Records of Sarasota County, Florida.

(b) **Tract B.** There has been constructed on Tract B a swimming pool with deck, pool house and certain furnishings for the use and enjoyment of the Lot Owners and their tenants and guests.

(c) **Tract C.** Pursuant to the amendment recorded on June 26, 1991, in Official Records Book 2308, Pages 1276, *et seq.*, Sarasota County, Florida Public Records, Tract C was designated as shown on the plat for Stratfield Park, Phase II, as a Neighborhood Common Area for the benefit of all Lots within the subdivision. Tract C is an open space area subject to blanket utility, sidewalk, landscape and drainage easements.

6. **LOT DEVELOPMENT PLAN.**

A site plan has been prepared for each Lot in the subdivision depicting the boundaries of the Lot (the "Lot Site Plan"). The respective Lot Site Plan indicates the location of the House on the Lot and the House's dimensions and interior boundaries. In addition, designated specified areas of the Lot have been designated as a "limited private area." The location, boundaries, and dimensions of each such area shall be depicted on the Lot Site Plan. Locations, boundaries, and dimensions on the Lot Site Plan need not be exact, but need only be sufficiently proximate to identify the areas depicted in relation to each other. Upon the initial conveyance of each Lot, a copy of the Lot Site Plan was recorded with the deed of conveyance so that the location, boundaries, and dimensions of the House and the limited private areas on the Lot are ascertainable from an examination of the Public Records of Sarasota County.

Following recording of the Lot Site Plan, the Lot Site Plan may be amended by the Association to correct any errors or omissions therein. The Lot Site Plan may also be amended by the Association, with the written consent of the Lot Owner, to change the areas of the Lot designated as a limited private area or to add a limited private area. Any such amendment to the Lot Site Plan shall be attached to a duly executed instrument describing the purpose of the amendment, which instrument shall be recorded in the Public Records of Sarasota County.

Lot Owners may not install any improvements in their respective limited private areas unless the improvements conform to applicable recorded restrictions and governmental regulations and are approved by the Association board of directors. All such improvements shall be installed in accordance with plans and specifications approved in writing by the Association.

The improvements intended to be permitted within the limited private areas are decks, pools, spas and pool-spa combinations. All decks, pools, spas and pool-spa combinations must be enclosed by a screened enclosure. Because of various factors, such as differences in size among the limited private areas and the applicability of setback requirements and similar restrictions, some decks, pools, spas or pool-spa combinations that may be appropriate for certain limited private areas may not be appropriate for other areas. All improvements must be installed in an attractive, aesthetically pleasing, and workmanlike manner.

## **7. OWNER PROPERTY AND RESPONSIBILITY.**

**(a) OWNER PROPERTY:** As used herein, the Owner Property on a Lot shall mean the following property, subject to the exceptions referenced in Article 8 herein:

- (1) the Lot, including the House, the garage, the walkway and the driveway;
- (2) all screen enclosures, decks, including the eaves trough gutters (if applicable), pools, pool equipment, spas, and other improvements or landscaping of whatever nature installed within any portion of the Lot designated on the Lot Site Plan as a limited private area;
- (3) all alterations or additions made by the Owner, or by any of his/her predecessors in title, to the House or the Lot, which alterations or additions shall be made pursuant to authorization by the Association board of directors as provided herein;
- (4) the limited private area.

**(b) OWNER RESPONSIBILITY:** The Owner is responsible for the following:

- (1) Each Lot Owner shall maintain, repair, and replace all of the Owner Property on his/her Lot, subject to any exceptions contained within Article 10;
- (2) Each Lot Owner shall be responsible for washing all screens, windows, and glass doors serving his/her House;
- (3) In the event a Lot Owner fails to fulfill his/her maintenance obligations as set forth above, the Association, at the discretion of the board of directors, may undertake such maintenance and make such repairs as the board may deem necessary, and the cost thereof shall be assessed against such defaulting Lot Owner and shall be payable within 30 days after delivery of written notice of the assessment; and
- (4) Casualty and Liability insurance coverage as referenced within

Articles 11 and 12.

8. **COMMON PROPERTY.** Pursuant to the definition contained within Article 1(d) herein, "Common Property" includes the community pool and bath house. In addition, as used herein, the "Common Property" on a Lot shall include the following:

(a) all utility installations or facilities serving more than one House or the Common Property; provided, however, Association reserves the ownership of all main utility lines and equipment and all central television antenna signal distribution wires, lines, and equipment that were installed by Developer within the boundaries of the subdivision and the Association maintains the right to convey the same to Sarasota County or an agency thereof, Florida Power & Light Company, General Telephone Company of Florida, Comcast T.V., or other person or legal entity as Association may deem appropriate.

(b) irrigation systems, including wells, clocks and all sprinkler apparatus.

(c) mailboxes.

9. **COMMON EXPENSES.** All costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, maintaining, improving, protecting, managing, and conserving the Neighborhood Common Areas, the Common Property and any other items so designated herein and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "Common Expenses" of the Association. Funds for the payment of the Common Expenses shall be collected by the Association through assessments against the Lots in accordance with the provisions of Paragraph 15. By way of illustration and not as a limitation, the Common Expenses shall include:

(a) costs of operation, maintenance, repair, and replacement of the Neighborhood Common Areas, the Common Property and any other areas and items so designated herein;

(b) costs of management of the subdivision and administrative costs of the Association, including professional fees and expenses;

(c) costs of water and sewerage service, electricity, and other utilities furnished to the subdivision that are not metered separately to the individual Lots;

(d) labor, material, and supplies used in conjunction with the Common Property;

(e) damages to the Neighborhood Common Areas and the Common Property in excess of insurance coverage;

(f) salary of a manager or managers and their assistants, as shall be determined by the board of directors of the Association;

(g) premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;

(h) costs incurred by the Association, upon approval by the board of directors, for the installation of additions, alterations, or improvements to the Neighborhood Common Areas the Common Property or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Lot Owners, provided that if the cost of any of such items is more than 10 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by affirmative vote of the Owners of a majority of the Lots;

(i) basic charges for cable or central antenna television service, unless the provider of such service charges the Lot Owners directly; and

(j) other costs incurred by the Association in fulfilling its maintenance, repair and replacement obligations under the terms of Paragraph 10.

10. **MAINTENANCE, REPAIRS, AND REPLACEMENTS BY THE ASSOCIATION.** The respective obligations of the Association to maintain, repair, and replace the subdivision property as part of the Common Expense shall be as follows:

(a) The Association shall maintain, repair and replace the Neighborhood Common Areas and all of the Common Property as defined herein;

(b) The Association shall maintain, repair and replace all electrical, mechanical, plumbing, irrigation systems, ventilating, heating, and air conditioning fixtures and equipment serving the Neighborhood Common Areas, the Common Property, including the community pool and bath house;

(c) all House exterior doors, except for the cleaning or painting of interior surfaces and except for any exterior glass, subject to the exceptions contained within Article 11 below;

(d) all grass, shrubs, landscape berms, and other landscaping and irrigation therefor lying between the boundary line of the subdivision and the water line of any abutting lakes or canals and between the subdivision boundary line and the paved portion of adjoining streets, cart paths and sidewalks as well as the paved extension of the Tract CXVIII roadway (i.e. Downham Meadow) connecting to such adjoining streets;

(e) the House's roof, subject to the exceptions contained within Article 11 below;

(f) the exterior surfaces of the exterior walls of the House, subject to the exceptions contained within Article 11 below; and

(g) the driveways on each Lot not enclosed by a garage, subject to the exceptions contained within Article 11 below.

11. **CASUALTY INSURANCE.** The Association shall obtain and maintain fire and extended insurance coverage with a responsible insurance company, or through alternate sources as may be available, on all material insurable improvements within the Common Property for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. The Board of directors shall establish the amount of the deductible under the insurance policy, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The Association is irrevocably appointed agent for each Owner and for each owner of a mortgage or other lien upon any Lot, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. The Board of Directors shall also have the authority to acquire and maintain errors and omissions coverage to protect the board members, officers, and volunteers from liability. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

Each Lot Owner shall carry casualty insurance on the Lot, including all portions of his/her House, including the House's roof, and any improvements constructed thereon, for the full replacement or insurable value thereof, provided the Owner may exclude foundation and excavation costs in their discretion. Each Lot Owner shall also obtain and maintain casualty insurance, as deemed necessary by the Owner, on all personal property located on or within the Lot. In the event of any damage, the Owner shall remove all debris within sixty days, and complete repair and reconstruction of the damaged improvements within one year in a manner consistent with the original construction, or such other plans and specifications approved by the Association as provided elsewhere in this Declaration. The Owner shall remain responsible for his or her equal share of assessments notwithstanding that a House is not habitable or occupied at the time of the assessment.

If any portion of a House, including the House's roof, and/or Lot is damaged by a casualty, the Owner, and not the Association, shall be responsible for the cost of all items damaged that are the insurance responsibility of the Owner pursuant to this Declaration, regardless of whether the Association is responsible for maintaining the item, as referenced in Article 10 above, and regardless of whether the resulting costs are below the Owner's insurance policy deductible.

12. **LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering all of the Common Property and Neighborhood Common Areas and insuring the Association and the Lot Owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be a part of the Common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Lot Owners shall have no personal liability upon any such claims, except as may be otherwise

provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Lot Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Lot Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his/her particular Lot and House, as he may deem appropriate.

13. **RESTRICTIONS UPON USE**. No Owner, tenant, or other occupant of a Lot (which, for the purposes of this Paragraph 13, shall include the House constructed thereon) shall:

(a) use the Lot other than for residential purposes;

(b) do any of the following without the prior written consent of the Association board of directors: paint or otherwise change the appearance of any exterior wall, door, window, patio, screened terrace, or any exterior surface; place any sunscreen, blind, or awning on any exterior surface or opening; place any draperies or curtains at the windows of the House without a solid, light-colored liner facing the exterior of the House; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Houses in the opinion of the board; plant any planting outside of the House erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface; erect or attach any structures or fixtures outside the House interior;

(c) cause or permit loud and objectionable noises or obnoxious odors to emanate from the Lot or other property in the subdivision which may cause a nuisance to the occupants of other Lots in the sole opinion of the board;

(d) make any use of the Lot or other property in the subdivision which violates any laws, ordinances, or regulations of any governmental body;

(e) fail to conform to and abide by the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws, and such uniform rules and regulations in regard to the use of the Lots and the Neighborhood Common Area and Common Property as may be adopted from time to time by the board of directors;

(f) erect, construct, or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of any building or on any other portion of the subdivision property, except with the written consent of the Association board of directors;

(g) cause or permit anything to be done or kept on the Lot or any other property in the subdivision which will cause damage to, or increase insurance rates on, any part of the subdivision property or improvements thereon;

(h) commit or permit any public or private nuisance or illegal act on the Lot or on any other property in the subdivision;

(i) divide or subdivide the lot for purpose of sale or lease (however, a Lot may be combined with an adjacent Lot and occupied as a single House);

(j) obstruct the common way of ingress and egress to the other Lots or the Common Property;

(k) hang any laundry, garments, or unsightly objects from any place readily visible from outside the Lot;

(l) allow anything to remain on the Lot or other property in the subdivision which would be unsightly or hazardous;

(m) allow any rubbish, refuse, garbage, or trash to accumulate in an unsightly manner or fail to keep the Owner Property on the Lot in a clean and sanitary condition at all times;

(n) permit trash or trash receptacles to sit overnight by the curb or street for garbage pickup on any other afternoon/night other than Sunday one hour before sunset (or such other time as may coincide with the Community's bulk trash pickup);

(o) allow any fire or health hazard to exist;

(p) interfere with the use of another Lot by the Owner or occupant thereof or make use of any part of the Common Property in such a manner as to abridge the equal rights of the other Lot Owners to its use and enjoyment;

(q) lease less than the entire Lot or lease the Lot for a period of less than 3 months or more than twice in any calendar year;

(r) store a golf cart in any place other than in a garage;

(s) park overnight any commercial vehicle, truck, boat, camper, motor home, trailer, mobile home, or similar vehicle in any driveway or other parking area (other than in an enclosed garage), unless permitted in writing by the Association and board of directors; provided, however, that this restriction shall not apply to service vehicles during the time they are actually serving, maintaining, or constructing the subdivision improvements;

(t) allow any animals to be kept on the Lot, other than customary family pets such as one dog or cat, caged birds, and small marine animals in aquariums, all of which shall be kept in conformity with rules and regulations promulgated from time to time by the board of directors, and in conformity with any applicable restrictions imposed by the Meadows Community Association and/or Sarasota County, provided that in the event any animal becomes a nuisance to other Lot Owners in the sole opinion of the board of directors, such animal shall be removed from the Lot immediately;

(u) allow any authorized pet outside the House except on a leash accompanied by the Owner and then only so long as the pet does not make a mess or otherwise disturb the subdivision property;

(v) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or portion of the subdivision property so as harmfully to affect any landscaping or plants or pollute The Meadows drainage system.

14. **SALE, TRANSFER, LEASE, OR OCCUPATION OF LOT.** In recognition of the close proximity of the Houses which will exist in this subdivision, the mutual utilization and sharing of the Neighborhood Common Area and Common Property, and the compatibility and congeniality which must exist between the Lot Owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent, or committee, to approve in writing each sale, transfer, lease, or occupation of a Lot before such sale, transfer, lease, or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by an application fee as required by regulation of the board. When considering such application, consideration shall be given to the moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee, or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver of, or estop the Association from enforcing, this provision in any other instance. A lessee shall not assign his/her lease or sublet his/her Lot without the prior written approval of the board of directors or its duly authorized officers, agent, or committee.

In the event a lease, sublease, or occupation of a Lot is disapproved, the Lot shall not be so leased, subleased, or occupied. In the event a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agent, or committee within 15 days after receipt of the application, and the Lot Owner intends to close notwithstanding such disapproval or inaction, the Lot Owner shall give the board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other Lot Owner shall have a right of first refusal to purchase the Lot for the identical price, terms, and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his/her address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the Lot determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller, and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one party, priority shall be given first to the Association and then to the Lot Owner who delivers or mails his/her acceptance before any other Lot Owner. If no party exercises his/her right of first refusal by delivering or mailing his/her acceptance prior to 3 days before the proposed closing date or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice.

Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other Lot Owner a right to redeem the Lot involved from the transferee at any

time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of Sarasota County, or 60 days after the board of directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums, the transferee shall convey all his/her right, title, and interest to the party making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any Lot Owner to enforce the provisions of this Paragraph 13 against a Lot Owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his/her costs and reasonable attorneys' fees as determined by the Court, including attorney's fees for appellate proceedings, if such party prevails.

The foregoing provisions shall not be applicable to conveyances or leases to or from institutional first mortgagees or to purchasers at foreclosure sales of mortgages held by institutional first mortgagees.

15. **ASSESSMENTS**. The board of directors of the Association shall approve annual budgets of anticipated income and Common Expenses for each fiscal year and thereupon shall levy an annual assessment against each Lot. The annual assessment shall be collected in the manner provided in the Bylaws. In addition, the board of directors shall have the power to levy special assessments against the Lots as prescribed in the Bylaws. Payment of any special assessment levied by the board shall be due upon not less than 30 days written notice thereof on the date and in such installments as the board may specify. All annual and special assessments levied by the board shall be on the basis of one share per Lot, so that the Owner of each Lot shall bear an equal pro rata share of the Common Expenses of the Association.

Any assessments, including assessments made pursuant to the provisions of this Declaration, which are not paid when due shall be subject to an administrative late charge as provided by Chapter 720, Florida Statutes, of \$25.00 or 5 percent of the installment, and shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the board up to the maximum rate allowed by law. If any assessment is payable in installments and a Lot Owner defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting Lot Owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The board of directors may require each Lot Owner to establish and maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time.

Every assessment levied by the board of directors of the Association shall be the personal obligation of the Owner of the Lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within 30 days after the same is due, then the Association may bring suit against the Owner on his/her personal obligation, and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association in preparation for and in bringing

such action, including reasonable attorneys' fees for pretrial, trial, and appellate proceedings.

16. **ASSOCIATION LIEN RIGHTS.** To provide an additional means to enforce the collection of any assessment, including assessments made pursuant to the provisions of this Declaration, the Association shall have a lien against each Lot and all improvements thereon. The lien of every such assessment, together with interest and late charges thereon and costs of collection thereof as herein provided, shall attach and become a charge on each Lot and all improvements thereon upon the recording of this Declaration.

In the event any assessment is not paid within 30 days after the same is due, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County. The lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Lot, the Association shall be entitled to recover from the Owner of such Lot the late charge and interest described in Paragraph 15 and all costs incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for pretrial, trial, and appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the assessment.

It is the intent hereof that the Association's lien rights against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by governmental authorities, the lien of assessments levied by and the lien of any first mortgage held by an institutional first mortgagee as provided in Paragraph 17.

17. **RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.** All savings and loan associations, banks, credit unions, mortgage bankers, mortgage brokers, insurance companies, pension funds having assets in excess of \$25 million, agencies of any state government, and agencies of the United States Government (including the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation), and their subsidiaries, affiliates, successors and assigns, holding first mortgages upon any of the Lots are herein referred to as "institutional first mortgagees." The termination of the provisions of this Declaration by vote of the Lot Owners, and any amendments to the provisions of this Declaration, shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages. Such consent shall not be unreasonably withheld. Any institutional first mortgagee that acquires title to a lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such lot which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage.

18. **EASEMENTS.** The respective rights and obligations of the Lot Owners, the Association, and others concerning easements affecting the subdivision property shall include the following:

(a) **Reserved by Association.** Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for: (1) the Installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus,

structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the subdivision property; and (2) ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, and other vehicles over, under, through, and across the Common Property for the purpose of obtaining access to the subdivision property and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easements. Association may assign and convey any of the foregoing easements to such persons or entities as Association may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Association.

(b) **Granted to Lot Owners.** Each Lot Owner is hereby granted a nonexclusive perpetual easement: (1) over and across Tract CXVIII (i.e. Downham Meadow) for ingress and egress to and from his/her respective Lot; and (2) for any encroachments by his/her Houses on an adjoining Lot which may exist now or in the future by virtue of overhangs, inaccuracies in construction or settlement or movement of the Houses, or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) **Granted to Utilities.** There is hereby granted to all public and private utility companies furnishing utility services to the subdivision as of the time of recording of this Declaration, or hereafter authorized by the Association to furnish such services, a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the subdivision property as may be reasonably necessary therefor.

(d) **Granted to and by the Association.** There is hereby granted to the Association a perpetual nonexclusive easement across each Lot and through each House for the purpose of maintaining the Common Property and/or any item the Association is obligated to maintain, repair or replace on a Lot. The Association is also hereby granted a perpetual nonexclusive easement of support in any portion of a House which contributes to the support of that or any other House. The Association shall have the right to grant easements under, over, across, and through the subdivision property to such persons or entities and for such purposes as the Association board of directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the president or vice president of the Association.

(e) **Other Easements.** Portions of the subdivision property are subject to various easements in favor of third parties, including easements set forth in the subdivision plat and the Meadows Covenants.

(f) **Air Conditioning Equipment.** It is contemplated that the pad for air conditioning equipment may extend into the platted side easement. In the event that removal or relocation of the pad and associated air conditioning equipment is necessitated by appropriate use of the easement, the cost of such removal or relocation shall be a Common Expense as

defined in Paragraph 9.

The use of any easement granted under the provisions of this Paragraph 18 shall not include the right to disturb any building or structure on the subdivision property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land; the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by such party as nearly as possible to their prior condition.

19. **LIMITATION ON USE OF SWIMMING POOL.** In order to conserve the recreational facilities constructed on Tract B and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate occupants of a Lot from time to time and their occasional guests. In the event a Lot is leased, the tenant and his/her family and occasional guests may use such facilities to the exclusion of the Owner of the Lot and his/her family. Occupants of Lots owned by multiple or corporate Owners shall be entitled to use such facilities during periods of such occupation to the exclusion of the other multiple Owners or corporate officials or their invitees.

20. **MANAGEMENT AGREEMENT.** The Association, acting through its board of directors, is authorized to enter into an agreement with any person or legal entity, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the board may deem to be in the best interests of the subdivision and the Lot Owners. The board of directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a nonministerial character.

21. **PLAT AND DEED RESTRICTIONS.** The subdivision property is subject to the provisions, restrictions, and easements contained in the warranty deed which conveyed the fee simple title to the subdivision property from Taylor Woodrow Homes Limited (the "Deed Restrictions"). The Deed Restrictions, among other things, impose limitations and conditions on the use and development of the subdivision property.

A ten foot wide Buffer and Landscape Easement exists upon portions of the Lots within the subdivision as shown on the plat for Stratfield Park, Phase I. The Buffer and Landscape Easement is intended to provide a natural buffer of the Subdivision from the land adjacent to the Subdivision's easterly boundary. Any maintenance or repair of the easement area shall be made by the Association. The Lot Owner shall not alter or clear the landscaping or growth in the easement area without the written approval of the Association board of directors.

A ten foot wide Buffer and Landscape Easement exists upon portions of the Lots within the subdivision as shown on the plat for Stratfield Park, Phase II. The Buffer and Landscape Easement is intended to provide a natural buffer of the subdivision's easterly and southern boundaries. Any maintenance or repair of the easement area shall be made by the Association. The Lot Owner shall not alter or clear the landscaping or growth in the easement area without the written approval of the Association board of directors.

22. **PRIVATE ROAD.** On Tract CXVIII a paved roadway known as Downham Meadow and Breton Woods has been constructed to provide access to Stratfield Drive and Honore Avenue. Tract CXVIII constitutes a “private road” under the terms of the Meadows Covenants for the use of all owners in The Meadows. Developer has conveyed title to such tract to MCA. On Tract CXIX a paved roadway known as Downham Meadow and Goodwood Court has been constructed. Tract CXIX constitutes a “private road” under the terms of the Meadows Covenants for the use of all owners in The Meadows. Developer has conveyed title to such tract to MCA.

23. **PHASES.** The Association is responsible for the operation and management of all phases referenced herein. The Owners of a vested present interest in the fee title to any Lot operated and managed by the Association are automatically members of the Association and entitled to the rights and obligations referenced herein. All annual and special assessments levied by the Board shall continue to be on the basis of one share per Lot, including Lots in both phases, so that the Owner of each Lot shall bear an equal pro rata share of the Common Expenses of the Association. The use of the Neighborhood Common Areas, Common Property and recreational facilities on Tracts A, B and C will be shared by both phases of Stratfield Park.

There are 15 Lots contained within Phase I and 29 Lots contained within Phase II.

24. **REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the Owner, tenant, or occupant of any Lot in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Association board of directors shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action in which the Association is the prevailing party, the Association shall be entitled to recover its costs and expenses, including reasonable attorneys' fees to be determined by the Court for pretrial, trial, and appellate proceedings. During the continuance of any such default, the Association by action of the board of directors may discontinue the supply of any utility services to the defaulting party's Lot that are paid by the Association as part of the Common Expenses. Upon the correction of such default and the payment by the Lot Owner of the expense of the discontinuance and restoration of such services, they shall be immediately restored.

25. **DURATION.** The provisions of this Declaration shall run with and bind all of the property in the subdivision and shall inure to the benefit of and be enforceable by the Association, and each Lot Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date the original Declaration was recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (1) Owners of at least two-thirds of the Lots approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Sarasota County.

26. **AMENDMENTS.** The provisions of this Declaration may be amended by affirmative

vote of the Owners of two-thirds of the Lots, except that provisions relating to sharing of Common Expenses, rights of institutional first mortgagees, and voting rights of Lot Owners may be amended only with the written consent of all persons or entities adversely affected thereby. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration.

No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual Owners of Lots or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Sarasota County.

27. **ADJOINING FACILITIES.** Any lakes and canals within the subdivision are part of the drainage system for The Meadows and are not part of the subdivision. Developer reserves unto itself, its successors and assigns, the right to use the water from the lakes and canals for irrigation purposes at The Meadows and to vary the water level as may be necessary due to the amount of rainfall and the required attenuation of surface waters necessitated by such rainfall. Developer reserves unto itself, its successors and assigns, and grants unto MCA and its successors and assigns, an easement in gross for drainage and for lake maintenance as shown on the subdivision plat to provide for drainage of The Meadows and access to any abutting lakes or canals for maintenance thereof. The golf courses and other recreational facilities which may be constructed at The Meadows are not part of this subdivision, and the Lot Owners have no right, title or interest therein by virtue of their ownership of a Lot.

28. **BINDING EFFECT.** All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include both genders and legal entities; the plural number shall include the singular and the singular shall include the plural.

29. **SEVERABILITY.** If any provision of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.