

Note: This document was manually transcribed from the original Declaration contained in the Official Records of the Clerk of the Circuit Court, Sarasota County, Fla, Book 2654, pages 2750 thru 2780 inclusive; with amendments adopted in 2001 included and shown in italics. Exhibits A, B and C are photocopies of the original documents.

DECLARATION OF RESTRICTIONS  
FOR BAY OAKS ESTATES, UNIT I

THIS DECLARATION is made by KEMMONS WILSON, INC., a Tennessee corporation, hereinafter referred to as "Developer,"

W I T N E S S E T H :

WHEREAS, Developer intends to improve, develop and subdivide a tract of land located in Sarasota County, Florida, to be known as "Bay Oaks Estates, Unit I" and thereafter to grant, sell and convey subdivided portions of said land for residential purposes, and such other purposes as may be deemed appropriate by Developer; and

WHEREAS, simultaneously herewith Developer has platted a Subdivision known as "Bay Oaks Estates, Unit I" [the Plat] and desires to establish protective covenants covering the development, improvement and usage of the Lots and Tracts contained in the Subdivision as shown on the Plat for the benefit and protection of the Subdivision, Developer, and the purchasers of Lots in the Subdivision; and

NOW, THEREFORE, Developer does hereby declare that the property hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, limitation, conditions, easements and agreements, which shall constitute covenants running with the title to said property, to wit:

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

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

Lots 2101 thru 2243, inclusive, Tracts A thru H, inclusive, Bay Oaks Estates, Unit I, as per Plat thereof recorded in Plat Book 36, pages 47 thru 47 G, Public Records of Sarasota County, Florida.

Said property, together with such other additional property as may be made subject to the terms of this Declaration pursuant to Article III below, shall sometimes hereinafter be referred to as the "Subdivision."

ARTICLE II

REQUIRED MEMBERSHIP IN PROPERTY OWNERS ASSOCIATIONS

In connection with the development of Bay Oaks Estates, Unit I, certain land areas, referred to as "Common Areas," will from time to time hereafter be set aside by Developer or deeded to Bay Oaks HOA, Inc., hereinafter referred to as the "Homeowners Association," and will thereupon become available for the common use, enjoyment and benefit of all owners of lots in the Subdivision. Said Common Areas may include, by way of illustration and not by way of limitation, wetland, preserve area, parks, buffer zones and other open areas. Common Areas are those Tracts shown on the Plat that are described in Article I above and additional Tracts or other lands shown on the Plat or future Plats that are designated as Common Areas by Developer in future documents recorded in the Public Records of Sarasota County, Florida.

In order to effectuate the orderly development of the Subdivision and to establish, protect and preserve the quality of the Subdivision, the owners of all Lots in the Subdivision shall be required to become members of the Homeowners Association.

The purpose and objective of the Homeowners Association is to insure to all of its members a continuing and concerted program for the maintenance and management of Common Areas, to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and The Declaration of Restrictions. Copies of said Articles of Incorporation and Bylaws are attached hereto as Exhibits "A" and "B" respectively.

The Homeowners Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against Lots in this Subdivision.

### ARTICLE III

#### ADDITION OF LANDS TO BE SUBJECT TO THIS DECLARATION

From time to time hereafter, Developer shall have the right in its sole discretion, to add additional lands to those herein above described by instrument recorded in the Public Records of Sarasota County, Florida, subject only to the consent shown thereon of Developer, the Homeowners Association and the owner of the fee simple record title of the land to be added. In the event any lands are added to those described in Article I above, all of the provisions hereof shall apply to such additional land to the same extent as they apply to the lands described in Article I.

### ARTICLE IV

#### BUILDING AND USE RESTRICTIONS

1. Residential Use. The Lots subject to this Declaration may be used for single-family residential living units and for no other purpose. Any owner acquiring title to a Lot shall, within thirty (30) days of the transfer of title, provide the Association with the names of the owner(s) and occupant(s) of the unit as well as such other information as the Board may reasonably require. No business or trade shall be permitted to be conducted in a home or on a lot, or anywhere else on the property, except as follows:

1. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

2. Unit owners, tenants and occupants may conduct limited professional or business activities if confined solely with their unit, but only if the activity cannot be seen, heard, or smelled by other residents of the community, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the community, nor shall any activities be permitted that would increase the insurance risk of other homeowners or the Association, or constitute a dangerous activity. Door-to-Door solicitation is prohibited.

2. No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or Tract without the written consent of Developer.

3. Water and Sewer. All buildings shall use and be connected to the central water and sewerage system made available by Developer. No well shall be drilled or

utilized on any Lot for any purpose other than irrigation, and no septic tank shall be installed, used or maintained on any Lot, without the written approval of Developer and the approval of any applicable governmental authority.

4. Dwellings. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing at least one thousand eight hundred (1,800) square feet of enclosed living area (exclusive of open or screen porches, terraces, and garages), which dwelling shall not exceed 40 feet in height nor exceed three (3) stories in height. Unless approved by Developer in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs nor roofs having a slope of less than 4:12 and no built-up roofs shall be permitted on any building without the approval of Developer. The composition of all pitched roofs shall be tile, dimensional architectural grade shingle, cedar shakes, or such other composition or material as may be approved by Developer. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling. Screened roofs may be used over pools and lanais. No roof over any part or all of a dwelling or any other building shall be metal. In the event a dwelling is constructed of concrete block, same must be covered with decorative cementitious finish or veneered with wood, brick, or stone. No asbestos shingles, siding or any type of asphaltic covering shall be used on exterior walls of any building. All material used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling. Unless otherwise approved by Developer, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. All chimneys shall be finished with material approved by Developer and no sheet metal shall be exposed unless approved by Developer. The grade of each Lot shall not be materially altered from the grade established by Developer. All floor elevations for dwellings shall be subject approval by the Developer. No change in grade (whether filling or otherwise) shall be made which will adversely effect drainage of any Lot or drainage of any adjacent Lots or Tracts.

5. Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs): (a) encroaches on any "building setback line" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by Developer pursuant to the provisions of this Declaration of Restrictions or the Plat; (c) is closer than twenty (20) feet to the front Lot line (which is any line adjacent to a street), closer than eight (8) feet to a side Lot line (but in no case shall the combined side lot line setbacks be less than eighteen (18) feet, nor closer than ten (10) feet to a rear Lot line; or (d) is constructed in violation of any setback requirements of Sarasota County then in effect. No building shall be erected on a corner Lot so that the setback from any Lot line adjacent to any street is less than twenty (20) feet. Notwithstanding any of the above, terraces, patios, steps, decks, swimming pools, screen cages and similar construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of Developer, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by Developer.

6. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two large sized American automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

7. Antenna. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person or entity other than the Association. Certain television, satellite, or other antenna systems may be erected

or installed on a Lot or Residence subject to compliance with this provision. All other antennas, satellite systems and any other type of antenna not strictly permitted by Federal Law are prohibited. Permitted antennas include (collectively hereinafter referred to as "antennas"):

1. Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

2. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

3. Television broadcast antennas for local stations, which may be any reasonable size.

A. Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors may promulgate rules and policies on suitable locations for each lot.

B. Screening of Antennas. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 36 inches. Taller antennas shall be screened to their full height if reasonable practicable.

C. Safety Requirements. To safeguard the safety of the lot owner, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirement to properly ground the antenna, and installation requirements to properly secure the antenna.

D. Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Lot owners are encouraged to see guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

8. Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any Lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

9. Screening of Air Conditioner Compressors, Garbage Container and Clothes Drying Area. All garbage or trash containers must be placed with totally enclosed or screened areas. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is shielded from public view by walls or fences. Such walls or fences must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air conditioning units shall be permitted on any Lot without the written approval of Developer. Heating, ventilation, air conditioning equipment fans and pool equipment located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce

the noise level resulting from operation thereof. Oil and gas storage tanks shall be underground. Water treatment and water storage tanks shall be screened from view.

10. Driveway Construction. All dwellings shall have a driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with unpainted concrete, unless prior approval for other material is obtained from Developer. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot owner in a neat and orderly fashion acceptable to Developer. No portion of a driveway shall be located within five (5) feet of the side line of any lot nor within five (5) feet of such line extended to the pavement of the street, unless expressly approved by Developer.

11. Games and Accessory Structures. All basketball backboards and any other fixed games and play structures not located at the rear of the dwelling must be approved by the Board of Directors. Play, Games and other Accessory Structures shall not occupy a land surface area of more than 400 square feet. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of the Association. Lighting plans for all such area shall be subject to Association approval and shall not cast light directly onto any Lot or Tract. Notwithstanding the foregoing, movable play structures, including basketball hoops may be permitted to remain on the driveway of a Lot over a Friday and/or Saturday night. All such structures or personal property shall be stored in the garage or the rear of the lot at all other times. Quiet hours shall be from 10:00 p.m. to 8 a.m. and basketball and other activities that can be heard from the exterior of the home are prohibited during quiet hours.

12. Post Lights. A post light with a photosensitive cell shall be installed at or near the front Lot line of each Lot concurrently with the construction of a residence on such Lot and said post light shall be kept in good working condition at all times.

13. Mailboxes. The only mailbox that shall be erected and used on any Lot shall be one that the Developer has approved for uniform use throughout the Subdivision. No other receptacle for mail, newspapers, or other similar use shall be constructed or maintained on any Lot.

14. Fences, Hedges and Walls. No fence or wall shall be over 6 feet in height and no hedge shall be greater than 8 feet in height, regardless of where located. No fence, hedge or wall shall be constructed or maintained nearer to the street than the front wall of the residence constructed on the Lot, nor nearer than 20 feet to the front lot line, whichever would cause the fence, hedge or wall to be further from the street. There shall be no chain link, hog wire, or other type of metal fences on any lot. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the approval of the Association. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Lot.

15. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan approved by Developer or Association. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. Use of such materials are limited to 20% of the front yard landscape area coverage without approval of the Developer. All lawns and landscaping shall extend to the pavement line in front of any dwelling. All landscaping shall be maintained in a neat and attractive manner.

16. Trees. No tree, the trunk of which exceeds four (4) inches in diameter at five (5) feet above the natural grade shall be cut down or otherwise destroyed without the prior consent of Developer.

17. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by Developer.

18. Vehicles. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, recreational vehicles and any vehicles not in operable condition shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage. Any improperly parked or prohibited vehicles may be towed away from the Subdivision and stored, all at the expense of the vehicle owner in accordance with guidelines adopted by the Board of Directors.

19. Roadways. Except as Developer may otherwise approve in writing, and except as may be otherwise denoted on the Plat of the Subdivision, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

20. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

(a) Individual, ornamental house name or number plates may be displayed.

(b) One temporary sign not exceeding four (4) square feet utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, content and location of such sign shall be subject to the written approval of Developer.

(c) During the course of construction on a Lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

(d) Other signs may be displayed if such signs are approved by Developer as to size, design, location and content.

21. Southwest Florida Water Management District (SWFWMD)

(a) It shall be the responsibility of each Lot owner within the Subdivision at the time of construction of a dwelling, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the SWFWMD.

(b) No owner of a Lot within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the Subdivision unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.

(c) Developer has placed certain permanent markers on certain Lots within the Subdivision indicating the wetland boundary, or buffer boundary. A metal plate has been affixed to the marker containing the following words: "Preservation Boundary: No construction or activity downslope from this boundary without prior approval from the Southwest Florida Water Management District." The owner of each Lot adjacent to any wetland that contains such a marker shall maintain and replace this marker.

22. Animals. No horses, cattle, swine, goats, snakes, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. No pet shall be permitted to roam off of the owner's Lot except on a leash. Each

owner of a pet shall remove and clean all animal excrement and waste resulting from its pet from all parts of the Subdivision.

23. Sidewalks. The first owner of each Lot described on Exhibit "C" (the owner immediately subsequent to the Developer) shall cause a five foot wide sidewalk to be built between the front Lot line and the pavement of the street adjacent to the Lot. The sidewalk shall be reflected on the site plan for construction of a dwelling submitted to Developer for approval. The sidewalk shall be constructed of concrete on an appropriate base, of such materials and in a fashion to appropriately connect to sidewalks on adjacent Lots to create a uniform sidewalk throughout the subdivision and be constructed to specifications established by Sarasota County. The sidewalk relative to each of said Lots described on Exhibit "C" shall be completed no later than the issuance of a certificate of occupancy for the dwelling unit on the Lot, or at such earlier time as may be required by Sarasota County. The Developer may obtain such extensions from Sarasota County as it deems appropriate for any or all Lots still owned by Developer, but the benefits of any such extensions shall not inure to any subsequent owner. Nothing herein shall be construed to require Developer to install any sidewalk. In the event an owner of a Lot described on Exhibit "C" fails to install a sidewalk as required above, Developer shall have the right (but not the obligation) to cause the Homeowners' Association to cure such default by installing the sidewalk and the Homeowners' Association shall have a lien for all expenses incurred in such installation, which lien may be enforced and collected as all other Homeowner Association liens provided for herein.

24. Grading. Sarasota County preliminary plat review has required each Lot in the Subdivision to be graded in a specified manner because of environmental and wetlands consideration. Therefore, prior to construction of a residence on each Lot, the Lot Owner shall grade the Lot in conformity with the detail grading plan for such Lot as reflected on sketches as approved by Sarasota County and available from Developer.

25. Building and Site Plan Approval/Alterations and Modifications to Lots or Improvements located thereon. Prior to commencement of any construction or improvement of a Lot detailed site and, construction plans (which shall include elevations and exterior materials) and landscape plans shall be submitted to the Developer for approval for the purpose of assuring compliance with each of the foregoing requirement set forth in this Article. Said plans will be reviewed by the Developer within thirty (30) days of receipt of same and Developer shall notify the Lot owner of the approval or disapproval of such plans. In the event Developer disapproves such plan Developer shall advise the Lot Owner of the specific areas and reasons for disapproval and, where appropriate, suggest modifications and revisions to the plans that would result in approval. In the event any plans or specifications are submitted to Developer and Developer has neither approved nor disapproved same within thirty (30) days of such submission, same shall be deemed approved as submitted. Any request by an Owner within the Subdivision for modification or changes of existing structures or improvements, new additions or alternation shall be subject to the regulation and approval of both the Board of Directors and Sarasota County, if applicable.

In general, the Board shall be concerned with modifications or changes to the following areas:

- (a) buildings/patios/courtyards (including screening)
- (b) signs
- (c) outside lighting
- (d) fences
- (e) hedges
- (f) exterior walls
- (g) walks/driveways
- (h) exterior doors
- (i) windows
- (j) pools
- (k) Any other structures or improvements to be constructed, erected, removed

or maintained.

No building, fence, wall or other structure of improvement shall be commenced, altered, removed, erected or maintained in the Subdivision, nor shall any addition, removal, change or alteration visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Association acting through its Board of Directors or an Architectural Review Board (ARB) appointed by the Board of Directors.

An Owner shall submit a complete set of plans and specifications of the proposed construction or modification to the Board of Directors at least forty-five (45) days in advance. The Board or ARB shall have the right to request additional information, if, in its opinion, the information submitted is incomplete or insufficient. The Board or ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alternation, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Board or ARB may condition its approval of proposals and plans and specifications as it deems appropriate. Upon such receipt, the ARB shall have forty-five (45) days in which to accept or reject any proposed plans and if the Board or ARB does not reject same within such period, said plans shall be deemed approved.

After approval by the Board or ARB, all improvements shall be completed within a reasonable time from commencement of the improvement. The Board or ARB may establish, but is not required to establish a specific time for completion of construction as a condition of its approval.

26. Approved Builders. In keeping with Developer's intent to establish and maintain within the Subdivision a neighborhood of quality homes and aesthetically pleasing design, the first home to be construction on each Lot shall be constructed by a builder approved by Developer (an "Approved Builder"). To enable a Lot Owner to Comply with this restriction, Developer shall maintain at all times a list of Approved Builders from which a Lot Owner may choose. The list of Approved Builders may change from time to time in Developer's sole discretion.

27. Leasing. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, in excess of thirty (30) days, regardless of whether there is consideration for the use. The term "leasing" and "renting" shall be used interchangeably. Should a unit owner wish to lease his unit, 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. No individual rooms may be rented and no transient tenants may be accommodated. All leases shall be for a minimum period of ninety (90) consecutive days or three (3) calendar months, whichever is less. No more than one (1) lease is permitted in any year, measured from the date of commencement of the last lease. The unit owner shall have the duty to bring his tenant's conduct into compliance with the document governing the Subdivision by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the documents governing the Subdivision (including any rules and regulations), the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be



secured by a continuing lien in the same manner as assessment charges as set forth in Article XIII.

## ARTICLE V

### MAINTENANCE OF LOTS

1. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other owners of Lots in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Homeowners Association which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question.
2. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. The owners of Lots in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the lot; (b) between their respective Lot lines and the maintained area of any wetland, preserve area or other Common Area. All Lot owners shall maintain their hedges, plants, lawns and shrubs in neat and trim condition at all times.
3. Maintenance of Improvements. Lot owners shall maintain their residences and all other improvements, including without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.
4. Boarding up Residences. Dwellings may be boarded up <sup>with opaque materials.</sup> only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.
5. Annual Mowing Fee. In order to insure that unimproved Lots do not become overgrown with weeds and other vegetation, the Homeowners Association shall provide for the periodic mowing of all such Lots. To compensate the Homeowners Association for this service, each owner of an unimproved Lot shall pay to the Homeowners Association in advance on or before January 1 of each year an annual mowing fee. This fee is in addition to annual assessment provided for elsewhere herein. As to each unimproved Lot whose owner acquired title from Developer subsequent to January 1 of any year, the annual mowing fee attributable to such Lot for such year shall be prorated as of the date of such conveyance of title, and such prorated amount shall be payable to the Homeowners Association within thirty (30) days after such date; provided, however, that no annual mowing fee or portion thereof shall be payable by any such owner who acquires title to his Lot prior to December 31, 1995, and commences bona fide construction of a dwelling house on the Lot within thirty (30) days thereafter. Any annual mowing fee which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law. As used herein, "unimproved lot" means a Lot owned by a person or entity other than Developer on which, as of January 1 of the year in which the mowing fee is payable, no bona fide construction of a dwelling house has been commenced or completed. In lieu of paying an annual mowing fee, Developer shall be responsible for, and shall pay for, the periodic mowing of all Lots owned by it.
6. Maintenance and Repair by Association. In the event any owner shall fail or refuse to maintain his residence, Lot, or other improvements situate on said Lot in full compliance with the provisions of this Declaration, the Homeowners Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by said association or its duly authorized agents shall not be deemed a trespass. The expense of any such repairs or maintenance effected by

said association shall be chargeable to and paid by said owner to said association within thirty (30) days after submission of a bill therefor. If any such bill is not paid when due, a late charge of 10 percent (10%) shall be added to the bill and interest shall accrue thereon from the due date until paid at the maximum rate for individuals permitted by law.

7. Regulations During Construction. No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Lot. During construction upon the Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris hidden from view and contained in a receptacle. Construction upon the Lot shall be conducted in such manner that the subdivision improvement shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition. Each Lot owner agrees to indemnify Developer and the Homeowners Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvement damaged by the Lot Owner or to put the Lot in a clean and orderly condition.

## ARTICLE VI

### COMMON AREAS AND RIGHT-OF-WAY MATTERS

1. Common Areas. Certain Areas within the Subdivision may be set aside by Developer as "Common Areas" for the common use and enjoyment of owners of property within the Subdivision. Title to any such areas shall remain in Developer until such time as Developer conveys such areas to the Homeowners Association which conveyance may be subject to such easements, reservations, and limitation upon usage as Developer deems appropriate. The Homeowners Association shall be obligated to accept title as conveyed by Developer and thereafter to properly maintain the Common Areas and pay all taxes assessed thereon. Developer does hereby designate Tracts A thru G, inclusive, Bay Oaks Estates, Unit I, as shown on the Plat, as Common Areas for the common use and benefit of all owners of Lots within the Subdivision. Title to the Tracts shall remain in Developer until Developer conveys said tracts to the Homeowners Association. A large portion of Tracts A thru G, inclusive, is comprised of wetland and preserve areas. No one is permitted access to such wetland and preserve areas for any reason. All rights to the wetlands and preserve areas shall be transferred to the Homeowners Association together with and subject to such rights as are granted to other persons by Developer and the rights of all applicable governmental bodies including Sarasota County and Southwest Florida Water Management District.

2. Maintenance and Usage of Common Areas. All Tracts conveyed to the Homeowners Association together with the surface water management system in the Subdivision shall be maintained by the association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of the Tracts shall be subject to such restrictions, rules, and regulations as may be adopted by Developer or the Homeowners Association. The association shall not, however, adopt any restrictions, rules, or regulations that conflict with those previously adopted by Developer without Developer's written consent or that conflict with or impair any right granted unto the Homeowners Association.

3. Maintenance of Certain Right-of-way Areas, Street Signs and Traffic Control Signs. The Association shall care for and maintain the area between the pavement line of a dedicated right-of-way and the adjacent line of a Lot or Tract that is not otherwise the obligation of a Lot owner to maintain under the terms hereof, except to the extent that said areas are maintained by the applicable governmental body. The Association shall maintain, repair and replace all street signs and traffic control signs located within the Subdivision that are not maintained by the applicable governmental body and such maintenance, repair and replacement by the Association shall be done only in conformity with rules and regulations of the applicable governmental body.

## ARTICLE VII

### EASEMENTS

Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto Developer over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto Developer along such portion of each Lot line as abuts any street. The easement area of each Lot and all improvements located within it shall be maintained continuously by the owner of the Lot, except for those improvements for which the Homeowners Association public authority or utility company is responsible. No drainage easement, swale, wetland or preserve area may be obstructed, filled in or altered without Developer's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot owner over the easement area of his Lot may be removed by Developer or it assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that Developer or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

## ARTICLE VIII

### WETLANDS PRESERVATION

There exists certain Preservation Areas as reflected on the Plat and certain subdivided lots contain a 15 foot wide buffer easement. The Natural Sciences Division of Sarasota County Government has required that certain restrictions and monitoring requirements be applicable to the Preservation Areas and the Buffer Easements as more particularly outlined in a Monitoring & Maintenance Plan prepared by Henslick, Seagle, Steinbaum & Associates, Inc., dated January 24, 1991, as supplemented by further report dated February 14, 1991 ("Monitoring & Maintenance Plan"), as follows:

1. Buffer Easement. The 15 foot wide Buffer Easement is reflected on the plat on Lots 2170, 2171, 2172, 2223, 2224, and 2225 ("Buffer Easement"). The owner of each of said Lots shall cause the Buffer Easement Area to remain undisturbed in accordance with the Monitoring & Maintenance Plan, and further shall, subsequent to construction of a residence on each of said Lots cause plants and trees to be planted within the Buffer Easement Area in accordance with the Monitoring and Maintenance Plan.
2. Preservation Areas. The Developer shall leave the Preservation Areas at the completion of subdivision improvements in a fashion complying with all of the terms, covenants and provisions of the Monitoring & Maintenance Plan. Evidence of completion of improvements in compliance with the Monitoring & Maintenance Plan shall be approval by Sarasota County Government and the acceptance of the plat for recording.
3. Association Responsibility for Preservation Areas. Bay Oaks HOA, Inc. is designated as the responsible entity for maintaining the Preservation Areas. Bay Oaks HOA shall take all action required by all applicable governmental authorities to maintain all Preservation Areas in accordance with the Monitoring & Maintenance Plan and otherwise to comply with all applicable governmental regulations relative thereto.
4. Monitoring of Preservation Areas. Bay Oaks HOA, Inc., is designated as the responsible entity to accomplish all monitoring programs for the Preservation Areas as well as the Buffer Easements to comply with applicable governmental regulations.

## ARTICLE IX

### RESUBDIVIDING

No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat for the same area. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot may be combined with contiguous Lots or parts thereof to form a single building site. In the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of assessments and expenses levied or charged by the Homeowners Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for assessments and expenses levied or charged by said association shall be prorated among such other Lots on the basis of square footage.

## ARTICLE X

### VARIANCES

The Association may grant variances to the covenants and restrictions herein contained to address special circumstances as may be determined by the Board of Directors. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted.

## ARTICLE XI

### ASSIGNMENT BY DEVELOPER

Developer may from time to time assign any or all of its rights, title, interest, easement, powers, duties, obligations and privileges reserved hereunder to the Homeowners Association, or to any other corporation, association or person.

## ARTICLE XII

### ASSESSMENTS BY BAY OAKS HOA, INC.

1. Annual Assessments. The Homeowners Association shall have the right to levy an annual assessment against all Lots in the Subdivision in such amounts as may be deemed appropriate by said association's Board of Directors for the management and operation of the association and for the general purposes and objectives of the association as set forth herein and in its Articles of Incorporation and Bylaws.
2. Special Assessments. Said association shall also have the right to levy special assessments from time to time against all Lots in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the association's reserves are insufficient to cover expenditures for capital improvements or replacements.
3. Assessments Levied Pro Rata. All assessments levied by said association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Homeowners Association.
4. Assessments Against New Lots. The pro rata portion of the first annual assessment shall be due and payable for each Lot from the day such Lot is made subject to the term hereof. With respect to any special assessments, only those Lots

that are subject to the terms of this Declaration as of the date on which the Board of Directors of said association levies the special assessment, and such special assessment shall not be charged to or a lien against any Lot made subject to this Declaration thereafter.

5. Payment of Assessments. Procedures for the adoption of the annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late payment fee in the amount of \$25.00 or ten percent (10%) of the assessment, whichever greater and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

6. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the Lot against which the assessment is levied, ownership be determined as of the date of such levy and shall be a continuing lien against the Lot. If any such assessment is not paid within thirty (30) days after the same is due, then the Homeowners Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all cost incurred by said association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action. Except for first mortgagees acquiring title by foreclosure sale or deed in lieu of foreclosure, any owner, regardless of how title was acquired, including third-party purchasers at foreclosure sales or by deed in lieu of foreclosure or by operation of law, is jointly and severally liable for all unpaid assessment that came due prior to the transfer of title. This liability is without prejudice to any right the owner may have to recover such amounts from the previous owner.

### ARTICLE XIII

#### LIEN RIGHTS OF BAY OAKS HOA, INC.

In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any Lot or any annual or special assessment, the Homeowners Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

1. Creation of Lien. The lien of every such fee, expense and assessment together with interest and late charges thereon and cost 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.

2. Enforcement of Lien. In the event any such fee, expense and assessment, is not paid within thirty (30) days after the same is due, the Homeowners Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by said 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 said association files a Claim or Lien against any Lot, it shall be entitled to recover from the owner of such Lot the aforesaid interest and late charge and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and fees shall be secured by said lien.

3. Priority of Lien. It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot

prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such lot). 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.

#### ARTICLE XIV

##### GENERAL PROVISIONS

1. Duration and Benefit. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by Developer, the Homeowners Association or the owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date thereof, after which time the provision of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) members of the Homeowners Association holding at least two thirds (2/3) of the voting rights 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 said association and recorded in the Public Records of Sarasota County.

2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Developer, the Homeowners Association or any Lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such cost shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by Developer or the Homeowners Association. Failure by Developer, said associations or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior to subsequent thereto. In addition to any remedy provided herein, the Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guest, or invitees or both, to use the common areas and facilities, and may levy fines against a Lot, for failure to comply with the provision of the Board policies and the Governing Documents (Declaration, Articles, By-Laws and Rules and Regulations), by owners, occupants, licensees, tenants, and invitees. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Notice of the fining or suspension hearing is effective when mailed. Any fine imposed by the Association shall be secured by a right of lien as set forth in Article XIII hereof. The requirements of this subsection do not apply to the imposition of suspension or fines upon any member because of the failure of the member to pay assessments or other charges when due which may be levied or imposed without a hearing. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. All remedies provided in this Declaration, the Articles, the Bylaws or Florida Statutes are cumulative and in addition to each other.

3. Severability. Invalidity of any of the covenants and restrictions therein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

4. Amendment. This Declaration may be amended at any time and from time to time upon the approval of members of the Homeowners Association holding at least two-thirds (2/3) of the voting rights and upon the recordation in the Public Records of Sarasota County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of said association; provided, however that until December 31, 1999, no amendment shall be effective without Developer's express written joinder and consent. This Declaration may also be amended at any time or times prior to December 31, 1999, by Developer upon the recordation of an instrument executed by it; provided, however, that all such amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein.

5. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its corporate name on July 11, 1994.

(Two witnesses and Notary certification)

KEMMONS WILSON, INC. a Tennessee corporation. (Signature of Billy Springer, as Vice President)

ADDENDUM TO DECLARATION OF RESTRICTIONS  
FOR BAY OAKS ESTATES, UNIT I

THIS ADDENDUM to the Declaration of Restrictions for Bay Oaks Estates, Unit I, is made effective concurrently with the Declaration of Restrictions for Bay Oaks Estates, Unit I, to which it is attached as Page 13-A,

NOW, THEREFORE, Developer does hereby declare that, anything in the Declaration of Restrictions to the contrary notwithstanding, the following terms and provisions are incorporated therein as fully and completely as though same had been set forth within the body thereof:

1. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Subdivision.

2. No amendment to the Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended, without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

IN WITNESS WHEREOF, Developer has caused this Addendum to the Declaration to be executed in its corporate name, effective July 11, 1994.

Signed, sealed and delivered in the presence of:

KEMMONS WILSON, INC., a Tennessee corporation

*[Signature]*  
James L. Ritchey  
*[Signature]*  
Janet M. Hamans

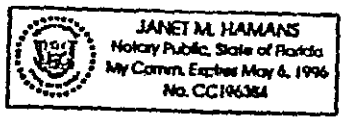
By: *[Signature]*  
Billy B. Springer, as its Vice President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of July 1994 by BILLY B. SPRINGER as Vice President of KEMMONS WILSON, INC., a Tennessee corporation, qualified to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

*[Signature]*  
Signature of Notary Public  
Janet M. Hamans  
Print Name of Notary Public



I am a Notary Public of the State of Florida, and my commission expires on \_\_\_\_\_.



APPROVAL BY BAY OAKS HOA, INC.

OFFICIAL RECORDS  
2654 PAGE 2765

Bay Oaks HOA, Inc., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Declaration of Restrictions for Bay Oaks Estates, Unit I, and said Association agrees to exert its best efforts to accomplish the objectives and purposes of said Declaration. Said Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the foregoing Declaration and to levy assessments against Lots in the Subdivision pursuant to said Declaration in amounts sufficient to accomplish the purposes and objectives of the Association.

The Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by Developer or by the terms of the aforesaid Declaration.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed in its behalf by its undersigned duly authorized officers on July 14, 1994, 1994.

Signed, sealed and delivered in the presence of:

BAY OAKS HOA, INC.

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
JULIE HANE SAMPSON

By: *[Handwritten signature]*  
Billy B. Springer  
As its President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11 day of July, 1994 by BILLY B. SPRINGER, as President of BAY OAKS HOA, INC., a Florida corporation not for profit, in the name of and on behalf of said corporation for the purposes therein set forth. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

*[Handwritten signature]*  
\_\_\_\_\_  
Signature of Notary Public  
James L. P. Peckey  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on June 11, 1995

ARTICLES OF INCORPORATION

OF

BAY OAKS HOA, INC.  
(A Corporation Not For Profit)

FILED  
1994 MAY 12 7 1:40  
SECRET  
TALLAHASSEE

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

•• OFFICIAL RECORDS ••  
BOOK 2654  
PAGE 2767

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be: BAY OAKS HOA, INC. hereinafter in these Articles referred to as the "Association."

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

A. To promote the health, safety and social welfare of the owners of all lots located within "Bay Oaks Estates, Unit 1" that are, or hereafter may be, subject to the terms of the "Declaration of Restrictions for Bay Oaks Estates, Unit 1" to be recorded in the Public Records of Sarasota County, Florida.

B. To maintain all neighborhood common areas for which the obligation to maintain and repair has been delegated to the Association.

C. To furnish or otherwise provide for private security, fire protection, street lighting, and such other services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

D. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the neighborhood common areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable for the promotion of the health, safety, and social welfare of the members of the Association.

E. To carry out all of the duties and obligations assigned to it as a neighborhood property owners association under the terms of the Declaration of Restrictions for Lots in Bay Oaks Estates, Unit 1.

F. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

EXHIBIT "A"