

Return To:
Quail Lake Homeowners Association
1400 Quail Lake Drive
Venice, Florida 34293

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF QUAIL LAKE

This DECLARATION OF COVENANTS AND RESTRICTIONS OF QUAIL LAKE made this 22nd day of February, 2017, by QUAIL LAKE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, (hereinafter referred to as "ASSOCIATION"). The ASSOCIATION was formed by the recording of the original Declaration of Covenants and Restrictions of Quail Lake, in Official Records Book 2009, Pages 0142, et seq. in the Public Records of Sarasota County.

Article I
Introduction and Submission

The ASSOCIATION means a non-profit corporation, other than the Master Association, which has been formed to administer a declaration of covenants and restrictions or similar declaration affecting any portion of the "SUBJECT PROPERTY", and whose members consists of Owners of any property affected by such declaration. SUBJECT PROPERTY is located in Sarasota County, Florida and legally described on Exhibit "A" attached hereto.

The ASSOCIATION, desires to create a quality development with restrictions, covenants and impositions as hereinafter set forth for the preservation of the property values of the owners therein.

NOW, THEREFORE, the ASSOCIATION declares that the SUBJECT PROPERTY is and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, servitudes and impositions hereinafter set forth.

Article II
Definitions

DEFINITIONS. The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

- 2.1 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.
- 2.2 BYLAWS means the Bylaws of the ASSOCIATION, as same may be amended from time to time.
- 2.3 DECLARATION shall mean and refer to this Declaration of Covenants and Restrictions of Quail Lake, as it may be amended from time to time.
- 2.4 ASSOCIATION means Quail Lake Homeowner's Association, Inc., a Florida corporation not-for-profit.
- 2.5 BOARD means the Board of Directors of the ASSOCIATION.
- 2.6 SUBJECT PROPERTY means the property which is subject to this DECLARATION, which property is described in Exhibit "A" attached hereto, plus any additional property which may be made subject to this DECLARATION and less any property which may be withdrawn from this DECLARATION, pursuant to an amendment to this DECLARATION, and includes any UNITS or improvements constructed thereon.

2.7 LOT shall mean and refer to a plot of land shown and identified upon any plat or re-plat of the Property or any portion thereof made subject to this Declaration, which is intended for use of one residence, together with any dwelling or structure located on such Lot.

2.8 OWNER means the record owner(s) of a LOT.

2.9 UNIT shall mean and refer to the residential dwelling constructed upon a LOT.

Article III Association

In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

3.1 ARTICLES. A copy of the ARTICLES is attached hereto as Exhibit "B". No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

3.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "C". No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

3.3 MEMBERSHIP. All OWNERS shall be MEMBERS of the ASSOCIATION. Membership as to each LOT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

3.4 Approval or Disapproval of Matters. Whenever the decision of the OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decisions shall be expressed in accordance with the ARTICLES and the BYLAWS.

3.5 Acts of the ASSOCIATION. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by the DECLARATION, the ARTICLES, or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

3.6 Voting. On all matters as to which the OWNERS shall be entitled to vote, there shall be one vote for each LOT, to be cast in the manner provided in the ARTICLES and the BYLAWS.

Article IV Easements

Easements. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

- 4.1 Utilities. Easements as may be required over, upon and under the COMMON AREAS for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY or any LOT, including, but not limited to electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security.
- 4.2 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all OWNERS and residents of the SUBJECT PROPERTY, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.
- 4.3 Easements For The Discharge of Rainwater from overhanging roofs, troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.
- 4.4 Service Easement. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time with the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonable required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY and the OWNERS.
- 4.5 Easements for Pedestrian and Vehicular Traffic. Easement for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, and their guests and invitees, and the holder of any mortgage encumbering any lot or portion of the SUBJECT PROPERTY.
- 4.6 Additional Easements. The ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the ASSOCIATION and/or the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

Article V
Common Areas

Common Areas means any property, whether improved or unimproved, which is owned by the Association of which is otherwise declared to be a COMMON AREA by this DECLARATION, and is to be used by all of the residents within the SUBJECT PROPERTY, and their guests and invitees. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, recreational areas, roads, entrance ways, parking areas, mailboxes, and other similar properties.

5.1 Ownership, Use and Maintenance of Common Areas. The Association shall retain ownership of the Common Areas for the use and benefit of the Members and their respective guests and invitees, and any other persons authorized to use the Common Areas by the Association, and shall maintain at its expense all portions of the Common Areas. Every Lot and Unit Owner shall have the nonexclusive right to use Common Areas in accordance with the following provisions:

- 5.1.01 In the event that lakes, ponds and/or drainage control devices on the Property that are a part of Common Areas impact more than one of the Homeowners Associations or Condominium Association Members, the Master Association shall have the right to control the maintenance of same. The Master Association shall additionally have the right to control the maintenance of all lakes, ponds and/or drainage control devices that are part of the Common Areas when such areas are not being maintained by a Homeowners Association or the Condominium Association Member. No discharge of any material, other than natural surface drainage in accordance with the Master Association's drainage designs and plans, may be made into any lake, pond or other water body in the Common Areas. There shall be no alteration of any lakes, ponds or water bodies, or alteration of or interference with water control structures, unless specifically approved by the Master Association. These provisions regarding Master Association approval shall not affect the Master Association's or the Lot and Unit Owners' obligations to comply with all laws and regulations relative to the subject matter of the approval; and if prior approval by any governmental body or agency is required, this shall first be obtained before approval by the Master Association may be given.
- 5.1.02 The Association shall have the right to prevent use of portions of the Common Areas by the general public.
- 5.1.03 Subject to any rules and regulations adopted by the Association, portions of the Common Areas may be used for appropriate purposes as were permitted by law which do not interfere with the peaceful enjoyment of Lot and Unit Owners.
- 5.1.04 No part of the Common Areas shall be used for hunting or the discharge of firearms or other weapons, or the keeping or grazing of animals. Motorized vehicles of any type are permitted on the paved streets or for approved and necessary maintenance of the common areas only. No fires shall be lit except in designated picnic areas. No improvements or structures on portions of the Property outside the Common Areas shall be made or erected that will adversely affect drainage of the Common Areas. No improvement or structures other than those built by or approved by the Association shall be constructed on the Common Areas.
- 5.1.05 Portions of the Common Areas may be designated by the Association as preservation areas. Lot and Unit Owners shall not use these preservation areas in a manner that will constitute a threat to the natural vegetation within the preservation areas.

5.2 Utility & Service Rights. The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for the installation, maintenance, construction and repair of utilities for cable, communication, sewer, water, gas, drainage, irrigation, lighting, television transmission, telephone, security, garbage and waste removal, emergency services, and other such purposes, subject to such conditions as may be agreed to by the Board.

5.3 Additions, Alterations, & Improvements. The Association shall have the right to make additions, alterations or improvements to the Common Areas, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that if the cost of any additions, alterations or personal property shall in any calendar year exceed \$50,000.00 then such additions, alterations, or improvements shall not be made without the approval of two-thirds (2/3rds) of the votes of the Members. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements of personal property associated with same. The cost and expense of any such additions, alterations or improvements to the Common Areas shall be a Common Expense.

Article VI Assessments and Common Expenses

6.1 Assessments mean the amount of money which may be assessed against an OWNER for the payment of the OWNER's share of COMMON EXPENSES, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by the DECLARATION, the ARTICLES or the BYLAWS.

6.2 Common Expenses means all expenses properly incurred by the ASSOCIATION which include, but are not limited to the following:

- 6.2.01 Expenses incurred in connection with the administration and management of the ASSOCIATION.
- 6.2.02 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, and any improvements therein.
- 6.2.03 Expenses of obtaining, repairing or replacing personal property in connection with the performance of the ASSOCIATION's duties.
- 6.2.04 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION and/or by the ARTICLES or BYLAWS.
- 6.2.05 Any expenses of prosecuting or defending any action for or against the ASSOCIATION, including attorney's fees.
- 6.2.06 Assessments to be paid by the ASSOCIATION to East Village Master Association, Inc.
- 6.2.07 Liability Insurance. The ASSOCIATION shall purchase comprehensive general public liability insurance insuring the ASSOCIATION against loss or damage resulting from accidents or occurrences on or about or in connection with the SUBJECT PROPERTY, or any work, matters or things related to the SUBJECT PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the

ASSOCIATION, but with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, death or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER.

- 6.2.08 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT by a particular OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that OWNER.
- 6.3 Guidelines for Insurance and Bonds. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the OWNERS individually and as a group, (ii) any prorata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more directors of the ASSOCIATION or by one or more OWNERS; and, shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the ASSOCIATION and to the holder of the first mortgage encumbering any LOT which is listed as a scheduled holder of a first mortgage in the insurance policy.
- 6.4 Exception to Common Expense of Insurance. The ASSOCIATION shall obtain blanket fidelity bonds for all officer, directors, trustees and employees of the ASSOCIATION and all other person handling or responsible for funds of or administered by the ASSOCIATION. The total amounts of fidelity bond coverage shall in no event be less than a sum equal to three (3) month aggregate ASSESSMENTS on all LOTS plus reserve funds held by the ASSOCIATION, if any.
- 6.5 Responsibility to Pay Assessments. Each OWNER of a LOT shall be responsible for payment to the ASSOCIATION of ASSESSMENTS for COMMON EXPENSES for each UNIT owned by the OWNER, which amount shall be assessed to the OWNER as described below.
- 6.6 Budget for Annual Assessments for Common Expenses. Prior to the beginning of each calendar year, the BOARD shall adopt a budget for such calendar year which shall estimate all the COMMON EXPENSES to be incurred by the ASSOCIATION during the calendar year. The BOARD shall then establish the ASSESSMENT for COMMON EXPENSES for each LOT, which shall be equal and shall be determined by dividing the total amount to be assessed for COMMON EXPENSES by the number of LOTS within the SUBJECT PROPERTY. The ASSOCIATION shall then notify each OWNER in writing of the amount, frequency and due dates of the ASSESSMENT for COMMON EXPENSES. From time to time during the calendar year, the BOARD MAY modify the budget for the calendar year, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS for COMMON EXPENSE. If the expenditure of funds for COMMON EXPENSES is required in addition to funds reduced by ASSESSMENTS for COMMON EXPENSE, the BOARD may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in the a manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS for COMMON EXPENSES. In the event any ASSESSEMNTS for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice

specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event of date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such ASSESSMENTS.

- 6.7 Reserves. The Board may establish reserve accounts in reasonable amounts and in such categories as are determined by the Board for deferred maintenance repair and replacements, including maintenance of all Common Areas, emergency repairs as a result of casualty loss, recurring periodic maintenance of initial cost of a any new service to be performed by the Association. All amounts collected as a reserve shall be held in trust for the purposes of which such funds are allocated for and shall not be co-mingled with any other funds of the Association.

Article VII.

Default and Collection of Assessments

- 7.1 Delinquent Payment of Assessments. In the Event that an Association Member does not pay any Assessment for Common Expenses for more than ten (10) days after such Assessment is due, the Master Association may impose a late fee as allowed by law. Any unpaid Assessments shall bear interest from the date of delinquency until paid at the highest rate allowed by Florida law, or such lower rate as the Association may determine from time to time.

- 7.2 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to any third party.

7.2.01 Acceleration of Assessments. In the event that an Association Member does not pay any assessment for Common Expenses for more than ten (10) days after such Assessment is due, and written notice has been provided to the Member and/or Lot or Unit Owner that the Assessment is delinquent, the Association shall have the right to accelerate the due date of the entire unpaid balance of either or both of the Assessments for Common Expenses and all Special Assessments for that fiscal year as if the balance had originally been due on the date of the notice that the Assessment was delinquent. The Association through the Board has the right to assign Claim of Lien for accelerated Assessments for Common Expenses to include but not limited to payment of the entire accelerated obligation, together with interest on the entire balance, any costs incurred by the Association, attorneys' fees and costs incurred incident to any step of the collection process, whether or not a Claim of Lien has been recorded or commences a foreclosure action against the Lot or Unit Owner. The right to accelerate is exercised by sending to the delinquent Member and/or Lot or Unit Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Member and/or Lot or Unit Owner's last known address, and shall be deemed given upon mailing of the notice. The notice may be given as part of the notice of intent to foreclose or may be sent separately.

7.2.02 Collection of Assessments for Common Expenses. In the event that a Member or Lot or Unit Owner fails to pay any Assessment for Common Expenses within forty-five (45) days after the delinquency date, the Association may, in addition to any other remedies it may have, bring an action against the Member or Lot or Unity Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment, late fees and any interest, all costs and attorneys' fees incurred in collecting the Assessment.

7.2.03 Lien for ASSESSMENTS. Written Notice must be provided to the Lot Owner that a Lien will be placed on the Owner's lot due to delinquent assessments. The ASSOCIATION has a lien on

each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien together with all ASSESSMENTS or other monies owned to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of lien.

7.3 Certificate of Unpaid Assessments. Any OWNER shall have the right to require from the ASSOCIATION a certificate showing the amount of unpaid ASSESSMENTS against him with respect to his LOT. The holder of a mortgage or other lien of record shall have the same right as to any LOT upon which he has a lien. Any person other than the OWNER who relies upon such certificate shall be protected thereby.

7.4 Application of Payments. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve, and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

7.5 Non-Monetary Defaults. In the event of a violation by any OWNER (other than the non-payment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, or of the ARTICLES or BYLAWS, the ASSOCIATION shall notify the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, the ASSOCIATION may, at its option:

7.5.01 Commence an action to enforce the performance on the part of the OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.5.02 Commence an action to recover damages; and/or

7.5.03 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings commenced against any OWNER, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the county in which the SUBJECT PROPERTY is located.

- 7.6 Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rate occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.
- 7.7 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the rights of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.
- 7.8 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES, or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.
- 7.9 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce the DECLARATION shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

Article VIII Architectural Control

- 8.1 Purpose. Architectural control will be exercised over all buildings, structures and improvements to be placed or constructed on the Property for the purpose of ensuring that the East Village Community is a community of high standards and aesthetic beauty. The Master Association shall have the right to

control all architectural aspects of any improvements constructed on the Property, including, but not limited to, height, sight planning, set-back requirements, open space, exterior design, color schemes, landscaping, waterscaping and aesthetic criteria, to the end that the entire Property may be developed as a high-quality residential community with each portion complementing the other portions.

8.2 Unit. Only one detached single-family dwelling may be constructed upon any LOT. ALL UNITS shall conform to the following requirements.

8.3 Setback and Height. All applicable governmental codes and ordinances shall be complied with as regards setback and height requirements. In addition, without written consent of the ASSOCIATION, side yard setbacks shall be a minimum of 6 feet, setbacks from contiguous roads (whether front or side yard) and rear property lines shall be a minimum of 20 feet, and the maximum height of a UNIT shall be 30 feet. Finished floor elevations are to be no less than 18", no more than 24" above crown of the road.

8.4 Square Footage. All UNITS shall contain a minimum of 1,500 square feet under roof and permanently enclosed, exclusive of any garage area, porch or patio, whether screened in or not.

8.5 Swimming Pools. Swimming pools and integral whirlpools, spas or the like, shall be installed below ground and must be enclosed by a screened in enclosure, decorative wall or other enclosure.

8.6 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.

8.7 Roof Materials. All roofs shall be concrete tile, clay tile, or metal. The style of a metal roof shall be "barrel tile" or "shake" and it shall simulate current appearance of existing roofs.

8.8 Exterior Alterations, Additions, Improvements, or Changes. No OWNER shall make, install, place or remove any alteration, additions, improvements or changes of any kind or nature whatsoever to, in or upon any portion of the OWNER's LOT, or the exterior of the OWNER'S UNIT, unless the OWNER first obtains the written consent of the ASSOCIATION to such addition, alteration, improvement or change. Any request by an OWNER for consent by the ASSOCIATION to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will consent to any such addition, alteration, improvement or change. Within thirty (30) days after such request, the ASSOCIATION shall consent to or disapprove the request by written notice to the OWNER submitting same, and if the ASSOCIATION fails to disapprove the request within such thirty (30) day period, it shall be deemed to have consented to the request and shall give written notice of such consent upon request of the OWNER. The ASSOCIATION shall not be liable to any OWNER in connection with the approval or disapproval of any alteration, addition, improvement or disapproval of any alteration, addition, improvement or change. The ASSOCIATION's approval as to any request shall not be unreasonably withheld, but may be withheld based upon aesthetic considerations. Any legal proceedings commenced by the ASSOCIATION to enforce this paragraph must be commenced within one (1) year of the date of the violation. The foregoing shall not be deemed to prohibit maintenance, repairs or replacements required to be made by the OWNER, provided such maintenance, repairs or replacements are in substantial conformity, including materials and colors, with that originally installed by the DEVELOPER or last approved by the ASSOCIATION.

8.9 Contractors. All Contractors (building, swimming pool, home improvements) must be approved by the ASSOCIATION prior to beginning work.

Article IX
Use Restrictions and Maintenance

9.1 Business Use. No trade or business may be conducted in or from any Lot or Unit, except that a Lot or Unit Owner or occupant residing in a Lot or Unit may conduct business activities within the Lot or Unit so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot or Unit; (2) the business activity conforms to all zoning and license requirements for the Property; (3) the business activity does not involve person coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the Subject Property; and (4) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

9.1.01 Short-Term Rentals. Whereas, "short-term" rentals are considered by the Homeowners Association Board as a business, the Quail Lake Homeowners Association Board (March 2008) approved the implementation of a Board Policy restricting leases to a minimum of one-year, unless the Board grants a waiver for emergency or hardship reasons.

9.1.02 Garage/Yard Sales. Garage/Yard sales are permissible within the Quail Lake community if all the following guidelines are followed:

- 1) Residents of Quail Lake are allowed no more than two (2) garage/ yard sales per calendar year.
- 2) Signage is restricted to one sign at each entrance to Quail Lake (East Venice Blvd & Indian Hills Blvd). Signs within Quail Lake are only permissible with approval of the property owner where the sign is to be placed.
- 3) The garage/yard sale must remain on the owner's property and cannot spill over onto a neighbor's property or into the street.
- 4) Neighbors are to be notified in advance of the planned garage/yard sale.
- 5) Neighbors have the right to place barriers and/or no parking signs in front of their property to avoid people parking up over the curbing and causing damage to their property of blocking their driveway.
- 6) If any damage is done to a neighbor's property or the street surface, the garage/yard sale sponsor/owner may be held responsible for the repair or replacement.
- 7) All signage must be removed immediately after the garage/yard sale ends.

9.2 Outside Storage of Personal Property. With the exception of an OWNER's permitted motor vehicles, and patio furniture and accessories, the personal property of any OWNER shall not be stored outside the OWNER's UNIT or any permitted storage building.

that complies with the Florida Friendly Landscape edicts and must have prior written consent of the ASSOCIATION. All dead or diseased sod, plants, shrubs or flowers shall be promptly replaced and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT.

- 9.17 Roads and Parking Areas. All roads, streets, driveways, parking areas and other paved or hard-surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired or replaced. All stripping, including, but not limited to parking spaces, traffic lanes and directional markings, within any road, street, or parking area shall be repainted as necessary so that same will be clearly visible at all times.
- 9.18 Surface Water Management. The surface water management system for the SUBJECT PROPERTY shall be installed, operated and maintained in accordance with all permits and approvals issued by any controlling governmental authority. Furthermore, the surface water management system shall not be adversely interred with, changed or altered, except pursuant to permits or approvals issued by the controlling governmental authority. No LOT shall be increased in size by filling in the water in which it abuts, and the slope of any lake or canal abutting any LOT shall be maintained by the OWNER of the LOT to the water line. No OWNER shall impede the flow of surface water in any manner, nor shall any OWNER cause a change in the elevation of his LOT so as to interfere with or impede surface water drainage throughout the SUBJECT PROPERTY.
- 9.19 Waiver. The Association shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.
- 9.20 Additional Restrictions. Nothing contained herein shall prohibit the ASSOCIATION from imposing restrictions in addition to or more restrictive than the restrictions contained in the "Amended and Restated Declaration of Covenants and Restrictions of East Village", however, any such restrictions shall not be effective to permit that which is expressly prohibited from the restrictions of same document.

Article X.

Amendments and Term of Declaration

- 10.1 Requirements to Amend. This DECLARATION may be amended from time to time.. This DECLARATION may be amended upon the approval of not less than sixty-seven percent (67%) of the votes of the entire membership of the ASSOCIATION. In order to be effective, any amendment to this DECLARATION must first be recorded amongst the public records of the county in which the SUBJECT PROPERTY is located. Any amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.
- 10.2 Discrimination. No amendment shall discriminate against any OWNER, or class or group of OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER's proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment join in the execution of the amendment.

10.3 Correction of Errors. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board without the consent of the Members.

10.4 Term of Declaration. These covenants and restrictions shall remain in force and in effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless ninety (90%) of the members and their respective first institutional mortgagees execute and record in the public records of Sarasota County, Florida an instrument specifically rejecting a subsequent renewal.

Article XI
Miscellaneous Provisions

11.1 DECLARATION OF COVENANTS AND RESTRICTIONS OF EAST VILLAGE. The SUBJECT PROPERTY is also subject to the Declaration of Covenants and Restrictions of East Village, recorded in Official Records Book 1646, Page 0093, of the Public Records of Sarasota County, Florida.

11.2 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

11.3 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

11.4 Partial Invalidity. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

11.5 Gender. Unless otherwise so required, the use of the singular include the plural and plural shall include the singular, and the use of any gender shall be deemed to include all genders.

11.6 Real Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all OWNERS as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person, agree to be bound by the provisions of this DECLARATION and the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived from this DECLARATION shall run with each LOT, as herein defined.

The foregoing was adopted as the Amended and Restated Covenants and Restrictions of the Association at the Annual Meeting of the Membership on the 21st day of February, 2017.

By: Ray W. Uhlhorn

President

By: Barbara Sheptak

Secretary

Sworn to and subscribed before me on this 7 day of March, 2017, by Ray W. Uhlhorn, as President, and Barbara Sheptak, as Secretary of QUAIL LAKE HOMEOWNERS' ASSOCIATION, INC., who have produced a driver's license as identification.

Stephanie Miller

Notary Public

