

Rec. 69.00

DECLARATION OF RESTRICTIONS

231463

FOR SINGLE-FAMILY HOMES IN MUIRFIELD HEATH

OF

THE MEADOWS, UNIT 4

O.R. 1545 PG 0276

WHEREAS, MONARCH HOMES OF SARASOTA, INC., a Florida Corporation, herein called the Developer, being the owner of, or being the contract vendee under contract to acquire, the following described property in Sarasota County, Florida:

Lots 6 through 30, 36 through 42, 44 and 45, and 47 through 59, inclusive, of THE MEADOWS, Unit 4, as per plat thereof recorded in Plat Book 25, Page 9, Public Records of Sarasota County, Florida, hereafter referred to as "Muirfield Heath",

and,

WHEREAS, the above described lots in Muirfield Heath are to be improved and developed by Developer as residential homesites; the lots are to be improved with landscaping; individual lots and the residences constructed thereon will be conveyed on a fee simple basis; a pool facility shall be constructed on Lot 43 of The Meadows, Unit 4, for the use and benefit of the owners of only those lots described above; because of the nature of the development, Developer desires to impose upon Muirfield Heath these restrictions under a general plan of restrictions for the benefit of Muirfield Heath;

NOW, THEREFORE, Developer hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and every part thereof.

1. Meadowood Membership. All owners of the above described lots shall automatically become members of The Meadowood Management Co. (hereinafter called Meadowood) as set forth in the Declaration of Maintenance Covenants recorded in Official Records Book 1113, Page 715, and amendments thereto recorded in the Public Records of Sarasota County, Florida; and all the terms and provisions thereof shall be binding upon and the benefits inure to each owner of the above described lots.

2. Muirfield Heath Association. All owners of lots in "Muirfield Heath" shall automatically become members of Muirfield Heath Homeowners Association, Inc. (hereinafter called Muirfield Heath Association) upon acquiring their lots from Developer, and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. The primary purpose of Muirfield Heath Association is to insure to all owners in "Muirfield Heath" that the landscaping, planting, and grounds are properly maintained and cared for, that the pool facility to be constructed by Developer on Lot 43, of The Meadows, Unit 4, is properly maintained, repaired and replaced as required, and to insure that the restrictions herein contained are properly enforced and generally to protect and preserve the quality of "Muirfield Heath."

Muirfield Heath Association shall have the right and obligation to carry out the aforesaid purposes, and to levy assessments to carry out and fulfill the above stated purposes and for the purpose of carrying out any of its duties set forth herein, in its Articles of Incorporation, or its Bylaws, and to take such action as is hereinafter provided to enforce collection of such assessments.

Prepared by:
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3. Maintenance Assessments. Developer, as declarant of these covenants and restrictions, for each lot in Muirfield Heath, hereby covenants, and each owner of a lot in Muirfield Heath by acceptance of a deed therefor from Developer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Muirfield Heath Association the assessments and charges established and collected as hereinafter provided:

(a) The manner of assessment and thus the sharing of expenses of Muirfield Heath Association, shall be apportioned equally among the lots in Muirfield Heath, with each lot to bear its equal share in said assessments and expenses.

(b) The budget of Muirfield Heath Association and assessments shall be in such amounts as shall be deemed sufficient by the Board of Directors of Muirfield Heath Association to enable it to carry out its purposes, which shall include the following:

(1) to make payment of all costs and expenses regarding maintenance of the landscaping, plantings, trees, lawn and flowers on all lots in Muirfield Heath even though the particular landscaping, plantings, trees, lawns and flowers for which funds are being expended is located on only one lot, and

(2) to pay the costs of maintenance, repairing and replacing as required, the pool facility located on Lot 43, of The Meadows, Unit 4, and

(3) to make payment of all ad valorem taxes assessed against real property owned by Muirfield Heath Association, and against all personal property owned by said Association, and

(4) to make payment of any other taxes assessed against or payable by Muirfield Heath Association, and

(5) to pay casualty, liability, and any other form of insurance as determined by the Board of Directors to be necessary or desirable, and

(6) to provide for accounting services, legal services, and such other professional, management and employee services as may be deemed appropriate by the Board of Directors, and

(7) to provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements, and

(8) to make such other expenditures deemed necessary or desirable by the Board of Directors for the purpose of accomplishing the intent, purposes and objectives set forth herein.

Proviso: The Developer shall not be obligated to pay the maintenance fees assessed or to be assessed by the Homeowners Association on "unimproved lots" (lots upon which a residence has not been substantially completed and a Certificate of Occupancy for same has not been issued) within "Muirfield Heath".

4. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one single-family dwelling not to exceed one story in height and a private two-car garage made a part of the dwelling house that is constructed thereon by Developer and such replacements thereof as may be occasioned by fire or other casualty or wear, tear and decay, all of which replacements must be made only as herein provided. No

detached structures shall be erected or permitted, and all patios, screen enclosures or other auxiliary buildings, if permitted, shall be attached and made a part of the dwelling house. No pool, whirlpool, jacuzzi or similar type device, decking, fence or other improvement located outside of the enclosed areas of the residences (as constructed by Developer), shall be constructed or permitted. The grade level established by Developer shall not be altered nor shall any filling be done that will materially affect the proper drainage of adjacent property. No repair, replacement, change or modification shall be made to any of the residences constructed on the lots which will in any manner modify or change the exterior appearance of such residences except with the consent and approval required in paragraph 5. No additions shall be placed on any structure, no screens, porches or lanais shall be enclosed, no garages shall be closed in or converted to any purpose other than garage and utility areas and no other structural change shall be made of whatever kind or nature, except with the consent and approval required in Paragraph 5. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed, except with the consent and approval required in Paragraph 5. The purpose and intent of this paragraph is to maintain a uniform appearance in all buildings and landscaping and to cause all repairs and replacements of such buildings to be of the same kind, character and quality as originally constructed by Developer, all with a view toward maintaining the common appearance and scheme of "Muirfield Heath".

5. Architectural Control. No structural or exterior repair, additions, modifications or rebuilding of or to any building located on any lot shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been approved by Developer as to the quality of workmanship and material, harmony of external design and appearance independent of all with existing structures, and as to the location with respect to topography and finished grade elevation. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed unless approved by Developer. No fence, walls or hedge shall be erected or placed on any lot unless similarly approved. The purpose hereof is to maintain "Muirfield Heath" with the same appearance as when completed by Developer and any of the foregoing which, in the sole opinion of Developer, will not improve or enhance such appearance will be denied. Approval or disapproval shall be granted within thirty (30) days and in writing.

Developer may assign this architectural control to Muirfield Heath Association at any time but shall not be required to assign this architectural control until all of the lots in "Muirfield Heath" have been sold by Developer.

6. Assessments and Liens. The Board of Directors of Muirfield Heath Association shall approve the annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each lot owner shall be responsible for his lot's share of such annual assessment based upon each lot bearing an equal share in said expenses. One-fourth of each lot's annual assessment shall be due and payable in advance to the Association on the first day of each quarter of each fiscal year. In addition the Board of Directors shall have the power to levy special assessments against the lot owners, on an equal basis, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date at the highest rate of interest permitted by law, and shall be subject to such late charge as may be established by uniform rules and regulations of the Board of Directors. Developer does hereby declare that each lot described above is subject to a lien against said lot for the amount of any unpaid assessment, together with interest and charges as provided herein. The Association is granted the right to file in the Public Records of Sarasota County, Florida, a written Claim of Lien. Said lien shall

attach only upon the recording of said Claim of Lien in the public records and shall thereafter be enforceable by the Association by legal action as hereinafter provided. It is the intent of Developer that the aforementioned lien for assessments levied against each lot described above shall be subordinate and inferior only to ad valorem or special assessments levied by the County of Sarasota and to the lien of certain mortgages as provided herein.

The aforesaid lien for assessments shall be subordinate to the lien of any bona fide mortgage or mortgages hereafter placed upon any of the lots described above prior to the recording of the aforementioned Claim of Lien provided however, that such subordination shall apply only to assessments which shall become due and payable prior to the sale or transfer of a lot described above pursuant to a decree of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

The aforesaid assessment lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the owner of such lot the amount of said lien, plus interest, together with any late charges, and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and including court costs. Further, in the event of non-payment of assessments and the institution of foreclosure proceedings by the Association, the remaining installments of any assessments may be accelerated by the Association to maturity, by giving to the defaulting lot owner ten (10) days' notice of intent to accelerate, unless all delinquent sums are paid within that time.

7. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's express written approval.

8. Easements. Taylor Woodrow Homes, Limited has reserved easements for installation and maintenance of utilities and for drainage facilities as shown on the recorded plat of The Meadows, Unit 4. Within these easements no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage. The slope, grade, and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters. An easement is hereby reserved and created in favor of Developer and Muirfield Heath Association over, under and across all lots subject to this Declaration of Restrictions (except for any portion thereof within the boundaries of a residence constructed thereon) for the purpose of maintaining the lawns and landscaping as provided herein. No action shall be taken by any lot owner which shall interfere with Developer and Muirfield Heath Association in fulfillment of the obligations of Muirfield Health Association under this Declaration of Restrictions. In addition, Developer does hereby reserve and create unto itself, Muirfield Heath Association, and the owners of all other lots subject to this Declaration of Restrictions, an easement of five (5) feet in width over and across the northerly five (5) feet of Lot 22, THE MEADOWS, Unit 4, for the purpose of providing pedestrian access to and from the pool and related amenities located on Lot 43, THE MEADOWS, Unit 4.

9. Voting. Each lot in "Muirfield Heath" shall be entitled to one vote at Association meetings in conformity with the Articles and Bylaws of Muirfield Heath Association.

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

11. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer during the course of construction.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or Developer to advertise the property during the construction and sales period shall be subject to approval by Developer.

13. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

14. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

15. Visible Parking or Storage. With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. No carts, trucks, motor homes, trailers, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in "Muirfield Heath" or on any lot exposed to view from an adjacent lot.

16. Water and Sewer. All buildings shall use and be connected to the central water and sewerage service made available by the Developer; no well shall be drilled on any lot, except upon governmental approval, and no septic tank shall be installed, used, or maintained on any lot.

17. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water, and sewerage located within the confines of any lot or lots shall be located underground. No television or other antenna shall be installed or maintained.

18. Lawns and Landscaping. All lawns in the rear and side of each residence shall be extended to the pavement line or the lot line as the case might be. All lawns in the front of each residence shall extend to the pavement line even if same is beyond the lot line. Except for courtyards and private garden areas which shall be maintained by the homeowner, all such lawns and landscaping shall be maintained, mowed, and cared for in a first-class condition by Muirfield Heath Association. Provided however, that each lot owner shall be solely responsible for the maintenance, repair and replacement of the irrigation system servicing said lot and shall be solely responsible for watering of the lawns. No gravel, blacktop or paved parking strips shall be constructed or maintained except those installed by Developer or approved as set forth in Paragraph 5 above.

19. Clotheslines. No clotheslines or drying yards shall be located so as to be visible from neighboring lots.

20. Maintenance and Repair By Muirfield Heath Association. In the event that an owner of a lot in Muirfield Heath shall fail or refuse to maintain his residence, lot or other improvements situate on said lot, in full compliance with these Declaration of Restrictions, Muirfield Heath Association shall have the right to take remedial action to correct such deficiencies. In addition to all other rights and remedies, such right shall include the right of reasonable access to the premises and such entry by Muirfield Heath Association and its duly authorized agents shall not be deemed to be

a trespass. The expense of any such repairs, maintenance or actions taken to correct the deficiencies shall be chargeable to and paid by the lot owner to Muirfield Heath Association within thirty (30) days after submission of a bill therefor. In the event of the lot owner's failure or refusal to pay such expense, Muirfield Heath Association shall have the right to file a lien against the property. Said lien shall attach upon the recording of the Claim of Lien. If such lien is not paid within ten (10) days after the filing thereof, Muirfield Heath Association shall have the right to foreclose the same as provided in Paragraph 6 above.

21. Restriction and Use of Lot 43. Lot 43, of The Meadows, Unit 4 shall be used as a recreation area for usage by the owners of lots in Muirfield Heath, described above, their lessees, guests and invitees, subject to such rules and regulations for use of said recreational area as may be promulgated by Muirfield Heath Association.

22. Enforcement. These covenants and restrictions may be enforced by Developer, or its assigns, Meadowood or Muirfield Heath Association by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorney's fees.

23. Term. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 66-2/3 percent of the then owners of the above described lots agreeing to terminate said covenants in whole or in part has been recorded in the Public Records.

24. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 66-2/3 percent of the above described lots. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on each of the above described lots in the subdivision for the purpose of making minor changes or waiving minor violations in these restrictions. In addition, Developer shall have the right to amend these restrictions as may be necessary or desirable from time to time (prior to the conveyance of all lots subject to these restrictions by Developer) to make the restrictions comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances, or to gain acceptance or approval of any institutional mortgage lender or title insurer.

25. Proviso. At the time of recording of this Declaration of Restrictions, Developer may own some but not all of the aforesaid lots in "Muirfield Heath". It is the intent hereof that these restrictions shall only apply to those lots presently owned by Developer and those lots ultimately acquired by Developer. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots.

26. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized agent this 10 day of November, 1982.

Eugene S. Johnson
Richard J. Sauer

MONARCH HOMES OF SARASOTA, INC.
By: John Karl
As Its President

