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** OFFICIAL RECORDS **
BOOK 2927 PAGE 2781

DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF ASHWOOD

Cynthia Homes, Inc. (Developer) declares the provisions of this instrument to be applicable to the property owned by it and made subject to this instrument known as "Ashwood".

Recitals

A. Developer is the owner of the property legally described in Exhibit A, and intends to develop it as a residential community known as Ashwood in accordance with Sarasota County, Florida zoning regulations. Also, Developer may own additional property and may (but is not obligated to) develop part or all of this additional property as a part of Ashwood. The property described in Exhibit A, and any portion of the additional property subsequently declared to be subject to the provisions for this instrument by a document recorded in the public records of Sarasota County, Florida, shall be referred to in this instrument as "the Property". All references hereafter to Ashwood, Ashwood Subdivision or Subdivision shall mean and refer to the property as defined in this Recital A.

B. Developer intends to improve, develop and subdivide the Property and then to sell portions of the Property for residential uses, in accordance with a subdivision plat (the Development Plan), as the Development Plan now exists or may be subsequently modified.

C. Developer intends to develop the Property into a residential community to be known as "Ashwood".

D. Sound development practices require that provisions be made for the use of the Property and maintenance of portions of Ashwood set aside for the common use of all owners and lessees of property in Ashwood, and other authorized users. These common areas are sometimes referred to in this instrument as the "Common Areas".

E. Subsequently, Developer will deed portions of the Property in accordance with the Development Plan and will grant to purchasers and certain other designated parties nonexclusive rights of ingress and egress on the walkways in Ashwood and will also grant nonexclusive rights in the Common Areas subject to the terms and provisions of this instrument.

F. Developer has caused to be incorporated under the laws of the State of Florida a corporation not for profit named "Ashwood Homeowners Association of Sarasota, Inc." herein referred to as "The Association". The Association has been incorporated for the purposes set forth in its articles of incorporation and bylaws, which include the enforcement of certain provisions of this instrument and operating, maintaining, improving and managing the Common Areas for the benefit of property owners in Ashwood.

Therefore, Developer hereby declares that the Property is and shall be held, conveyed, encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, conditions, covenants and easements, all of which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part of it.

ARTICLE I
GENERAL PROVISIONS

Section 1.1 Subject Land. The lands subject to the provisions of this instrument shall be the Property, as defined in Paragraph A of the Recitals. The Property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this instrument without the necessity of specific reference to it. The absence of any specific conveyance of this Property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any assessments made pursuant to it by asserted non-use of the Common Areas.

Section 1.1a Additional Lands. Developer shall have the right (but not the obligation), to add later any lands adjacent to the land subject to this instrument by recording a document to this effect in the Public Records of Sarasota County, Florida. If Developer is not at that time the owner of the land, the written consent of the owner of fee simple record title to the land to be added shall also be recorded in the Public Records of Sarasota County, Florida.

Section 1.2 Utility Easements. Developer reserves a perpetual easement on, over and under roads, sidewalks and pathways in Ashwood to erect, construct, maintain and use towers, poles, wires, cables, conduits, mains, lines, ditches, drains, and equipment, for the installation, maintenance, transmission and use of utilities including, but not limited to, utilities associated with electrical, water, sewer, telephone, television, gas, communication or other services. Developer shall assign its rights under this paragraph, under such terms and conditions as it may deem appropriate, to public or private utilities. Developer reserves perpetual easements for the surface water management system and its appurtenances, to run in favor of Association for maintenance and management purposes. These easements shall also run in favor or the Southwest Florida Water Management District ("SWFWMD") and Sarasota County. Developer further reserves the right to establish such additional easements as may be necessary to accommodate the utilities mentioned herein which easements will be shown on the recorded Plat of Ashwood.

Section 1.3 Underground Utilities. All utility lines and lead in wires, cables, electrical and television lines serving individual residences and located within the confines of any lot shall be located underground, provided however, that a temporary overhead power line to a structure under construction is permissible.

ARTICLE II
COMMON AREAS

Section 2.1 Definition of the Common Areas. The Common Areas shall include all of the property not within a lot or public right-of-way, now or later specifically set aside or deeded to the Association by Developer for the common use and enjoyment of all owners in Ashwood. The Common Areas may, at the discretion of the Developer, include sidewalks and walkways, parks, nature preserves and common open space, and any other areas set aside for the benefit of all owners of Ashwood.

Section 2.2 Ownership, Use and Maintenance of the Common Areas. Developer shall remain the owner of the Common Areas until it transfers title to all or a portion of the Common Area to the Association. Developer shall maintain at its expense all portions of the Common Area that are not transferred to the Association. The Association shall maintain, at its expense, all portions of the Common Areas transferred to it by the Developer. Every owner shall have the nonexclusive right to use those portions of the Common Areas to which title has been transferred by Developer to the Association in accordance with the following provisions:

(a) Owners and their respective tenants, guest, invites and licensees, and the holders of liens on the property, shall have a nonexclusive, perpetual right of ingress and egress over and across all roads, sidewalks and walkways in Ashwood. This provision shall permit access to portions of the Property by those having a legitimate need for access, including those providing transportation services, utility services, United States mail carriers, and representatives of fire departments, police departments, and all other governmental agencies. Developer may grant similar rights to other parties by instruments recorded in the Public Records of Sarasota County, Florida.

(b) Developer shall have the exclusive right vis-a-vis owners in Ashwood to control the maintenance of all lakes, ponds, canals and drainage control devices on the Property that are a part of the Common Areas. This provision shall not affect Developer's obligation to comply with all laws and regulations relative to the maintenance and any modification or improvement of lakes, ponds, canals and drainage control devices.

(c) Developer shall have the right to prevent use of portions of the Common Areas by the general public.

(d) Subject to any rules and regulations adopted by the Developer during the time it retains ownership of the Common Areas, or rules and regulations adopted by the Association after title is conveyed to the Association, portions of the Common Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of lot owners. As long as Developer owns title to or rights to purchase any of the land described in Exhibit A, it shall have the right to adopt or require the Association to adopt rules and regulations pertaining to use of the Common Areas that are not in conflict with this Declaration.

(e) Lot owners in Ashwood, their guests, invites and/or tenants may use the Common Area lakes and ponds within Ashwood for such private and recreational purposes as are permitted by law, which do not interfere with the peaceful enjoyment of other lot owners and which are consistent with such reasonable rules and regulations governing such use as may be adopted from time to time by the Association. No commercial use, however, shall be made of any such bodies of water. No boat or craft shall be used on any such bodies of water which utilizes any petroleum powered motor as a means of propulsion. Any docks or wharfs which may be constructed by the Developer may not be modified in any way without the prior written consent of the Association, and no docks, wharfs or structures of any type may be installed or maintained which protrude into any water areas without the prior written consent of the Association.

(f) No part of the Common Areas shall be used for hunting or the discharge of firearms, motorcycling, grooming, or the keeping or grazing of animals. No fires shall be lit except in designated picnic areas. No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by Developer or the Association or their representatives. 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 improvements or structures other than those built by or approved by the Developer shall be constructed on the Common Areas. No discharge of any material, other than natural surface drainage in accordance with drainage designs and plans approved by Developer, 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 Developer. These provisions regarding Developer approval shall not affect Developer's or the Owner's obligation 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 Developer may be given.

(g) Storm water drainage and management within the common areas, and all retention or detention areas for storm water, are subject to the provisions of the existing SWFWMD permit ("Permit") issued for the property in conjunction with processing of the Ashwood subdivision. All use of the common areas as it might affect storm water drainage and management must be done in a manner consistent with the Permit. Any improvements or structures in the surface water or storm water management areas within the common areas shall be subject to prior approval by the Southwest Florida Water Management District ("District") and the Sarasota County Resource Permitting Division.

ARTICLE III
THE ASSOCIATION

Section 3.1 Membership in the Association. Every Owner shall be a member of the Association, which shall be a Florida corporation not for profit. As provided in its articles of incorporation, Developer shall have the right to retain control of the board of directors until transition of control is required under Florida Statute 617.307 (1995). Subject to this right, each Owner shall have the voting rights provided in the Articles of Incorporation, for the Association.

Section 3.2 Duties of the Association. The Association has been organized to operate, maintain, manage and improve the Common Areas of Ashwood and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in its articles of incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided in this instrument.

Section 3.3 Annual Maintenance Assessment. The annual maintenance assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

(a) Annual and special assessments must be fixed at a uniform rate for all lots.

(b) Each Owner shall be advised in writing, mailed to his/her address as recorded in the records of the Association on or before December 1 of each year, of:

(1) The percentage applicable to the Owner's individual parcel, and the manner by which the percentage was calculated.

(2) The Association's annual budget.
(3) The dollar amount of the payment due and payable by the Owner for the particular year.

(4) Any amounts due from or repayable to the Owner with respect to any underexpenditure or overexpenditure from the prior years' budget.

Section 3.4 Assessment and Budget. Prior to November 30, 1996, and in the month of November of each subsequent year, the Association shall establish a budget and levy an assessment against individual parcels subject to the annual maintenance assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Association's Board of Directors to allow it to carry out its purposes, which may include the following:

(a) To pay ad valorem taxes, if any, assessed against the Common Areas.

(b) To pay any other taxes assessed against or payable by the Association.

(c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas including, without limitation, lakes, canals, lighting, landscaping, security services, horticultural improvements, irrigation, drainage, and aquatic plant control. This shall include maintenance and re-certification requirements concerning surface water and storm water maintenance and management within the common areas.

(d) To pay all utility charges incurred in connection with the operation of the Common Areas or the performance of the Association's obligations under this instrument.

(e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.

(f) To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.

(g) 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.

(h) To pay operating expenses of the Association including reimbursement of actual expenses properly incurred by officers and directors.

(i) To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.

(j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument and the Development Plan.

Section 3.5 Collection of Annual Maintenance Assessments and Special Assessments. The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:

(a) The annual maintenance assessment shall be paid in advance by each Owner on or before February 1 of each year at the offices of the Association in Sarasota, Florida, or at such other place as may be designated by the Association. The assessment shall become delinquent if not paid by February 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

(b) The Association may, from time to time, levy in any assessment year a special assessment, applicable to that year only, for the purpose of providing funds, in whole or in part, for any construction, reconstruction, repair or replacement of a capital improvement, including any fixtures or personal property related to it. However, any special assessment shall first be approved by the Board of Directors and assented to by Owners having at least 2/3 of the voting rights in the Association. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment.

(c) Each assessment shall be the personal obligation of each Owner. If the assessment is not paid within thirty (30) days after the delinquency date, the Association may, in addition to any other remedies it may have, bring an action against the Owner to collect the amount due. The Association shall be entitled to recover, in addition to the assessment any interest, all costs and attorneys' fees incurred in collecting the assessment.

(d) Upon request of any Owner or mortgagee, the Association shall furnish a certificate in recordable form signed by an appropriate officer showing the amount of unpaid assessments, if any, against any individual parcel of property, the year or years for which any unpaid amounts were assessed any levied, and any interest or other charges. The information stated in the certificate shall be binding in all circumstances on the Association.

Section 3.6 Lien for Annual Maintenance Assessment and Special Assessments. The following provisions are made to establish an alternate or cumulative means to enforce collection of annual maintenance assessments and any special assessments:

(a) Developer, as the present Owner of the Property, declares that all land subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these lands, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each purchaser and future Owners of any individual parcel of the Property subject to these assessments, by acceptance of a deed to the parcel, shall be deemed to have agreed to pay the assessments to the Association. Also, any future Owner of any individual parcel of the Property acquiring title by devise, intestate other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection cost, as provided in this instrument, shall be a continuing lien on the land subject to the assessments and all improvements of such land until the lien is satisfied and released.

(b) If the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County, Florida. This lien shall attach only upon recording of a claim of lien in the Public Records of Sarasota County, Florida.

(c) The lien for any assessment levied against an individual parcel shall be subordinate and inferior only to ad valorem or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d).

(d) The lien for any assessment shall be subordinate to all bona fide mortgages other than purchase money mortgages given by a buyer to an Owner-Seller of a parcel which are placed upon any parcel subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or transfer of the property pursuant to a final judgment of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or form the lien of any such subsequent assessment.

(e) The Association may enforce the assessment lien by a foreclosure action in the same manner as a mortgage or in any other manner permitted by the laws of the State of Florida. If the Association commences an action to foreclose the lien, it shall be entitled to recover all costs, expenses and attorneys' fees incurred in preparation for and in bringing the action, and all cost, expenses and Attorneys' fees shall be secured by the lien.

(f) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall relive an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting it.

Section 3.7 Reserves. The Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them. The Association may also set aside in reserve a portion of the annual maintenance assessment that it determines to be appropriate for expenditure in years following that for which the assessment was made.

Section 3.8 Lands Subject to Assessment. All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument, with the exception of the following land:

(a) Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by Developer to any governmental body, or public or private utility company, as reflected in any lots of Ashwood or in any document recorded in the Public Records of Sarasota County, Florida;

(b) The Common Areas as more particularly defined in Article II.

(c) Any other lands that may be determined by Developer, in its sole discretion, to be of use and benefit to property owners in Ashwood and added to the Common Areas.

Some of the areas contemplated in Subparagraph (b) are reflected generally on the plat that is a part of the Development Plan. However, these areas are subject to change by Developer. The exact location, description, definition and usage of these areas will be shown on plats, deeds to lands in Ashwood, and in other documents that are recorded from time to time in the Public Records on in Plat Books of Sarasota County, Florida.

Section 3.9 Indemnification. The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as amended, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or others matters referred to in or covered by said provisions, including advancement of expenses prior to the final disposition or such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified disinterested directors, officers or otherwise, both as to action in his/her official capacity and as to action in another person who has ceased to be a director, officer, committee member, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

Section 3.10 Transfer Fees. The Association may charge a reasonable fee in connection with a transfer or sale of a lot or parcel in Ashwood which fee shall be the obligation of both the Transferor and Transferee jointly and severally or in connection with any approval required by the Association. The Association shall have the lien rights given for the collection of assessments if the owner, transferor or transferee fails to pay such fee on demand.

ARTICLE IV
USE RESTRICTIONS

Section 4.1 General. The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manger retained by the Association or Developer, including business offices, models, a sales office, or a resale office) as may more particularly be set forth in this Declaration and amendments and Supplements hereto. Any Supplement or Amendments may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have the standing and the power to enforce such standards. The Association, acting through its Board of Directors, shall have the authority to make and enforce standards and restrictions governing the uses of the Property, in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas.

(a) Accessory Structures. Dog houses, or structures of similar kind of nature shall not be permitted on any part of a lot without approval by the Board. Dog houses and runs should be located so as not to be obtrusive. They should be painted to blend with their immediate surrounding or left to weather naturally. Landscaping will be required to soften the structures visually. Prefab, chain-link dog runs general will not be approved unless screened by wood fencing or located in a heavily planted area and painted flat black.

(b) Air Conditioning Units. Except as may be permitted by the Board or its designees, no window air conditioning units may be installed in any Unit.

(c) Animals and Pets. No animals, reptiles, livestock, wildlife, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or which, in the sole discretion of the Association, endanger the health and safety of the Owners and their Visitors, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Property shall be removed upon the request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Household pets shall at all times, whenever they are outside the Owner's Unit (including the lot), be confined on a leash held by a responsible person.

(d) Antennas, Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Unit, without the prior written consent of the Board or its designee. Developer and/or the Association shall have the right, without obligation to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property.

(e) Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior decorations, including without limitation, sculptures, fountains, flags, and similar items must be approved in accordance with Article VI of this Declaration.

(f) Clotheslines, Garbage Cans, Tanks, Etc. Clotheslines, garbage cans, storage tanks, mechanical equipment or similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon. All clotheslines, storage tents, mechanical equipment, garbage can storage structures, and such other items shall be subject to approvals set forth is Article VI of this Declaration.

(g) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the 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 Unit; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity does not involve persons coming on the Property who do not reside in the Property or door-to-door solicitation of residents of the 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.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefor. Not withstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Developer with respect to its development and sale of the Property (including any resales) or its use of any Units which it owns within the Property, including the operation of a time-share or similar program.

(h) Decks. Decks should be located at the rear of the Units. The configuration, detail and railing design of a deck should relate harmoniously with the architectural style of the Unit. Wood decks must be constructed with rot-resistant wood and, in many cases, may be left to weather naturally. In some instances, the Board will require that the decks be stained to coordinate with the Neighborhood design or to help integrate the deck with the house. A skirt board must be constructed and landscape planting should be provided to screen structural elements and to soften the structure visually.

(i) Firearms. The discharge of firearms within the Property is prohibited. The "firearms" includes B-B guns, pellet guns, and other firearms of all types, regardless of size.

(j) Lighting. All single family Units must install an approved post light. The Owner will be responsible for maintaining the lighting for his/her Unit and the Association shall have the right at the Owner's sole cost and expense to maintain such lighting in the event the Owner fails to do so.

(k) Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Unit, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Unit. All lawns, landscaping, sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. Owners whose lots back up to a lake bank will be responsible to irrigate and maintain the property from their lot line to the lake bank. All Owners must maintain their front yards to the edge of the roadway asphalt, including any unpaved right-of-way. Upon the failure to maintain the premises as aforesaid to the satisfaction of Developer, and upon the Association's or Owner's failure to make such correction within fifteen (15) days after Developer gives written notice of same, Developer may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Association or Owner, as the case may be, or Developer may bring an action at law or inn equity. Such entry by Developer or its agents shall not be a trespass and by acceptance of a deed for a Unit, such party has expressly given the Developer the continuing permission to do so which permission may not be revoked; provided, however, Developer or its agent does not have to give written notice in the case of an emergency, in which event, Developer may without any prior notice, directly remedy the problem. If any Owner or the Association fails to make payment within fifteen (15) days after request to do so by Developer, assessment for the payment requested shall be levied and enforced in accordance with the provision of Article III hereof.

Notwithstanding any other provision of the Declarations to the contrary, the Association shall maintain all unimproved lots in the subdivision and the cost thereof shall be paid to the Association by the Owner quarterly by a billing procedure determined by the Association. If any Owner or the Association fails to make payment within fifteen (15) days after request to do so by Developer, assessment for the payment requested shall be levied and enforced in accordance with the provision of Article III hereof.

(l) Maintenance Responsibility. Each Owner undertakes or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit in the manner set forth above, safeguarding for the Unit to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and lanais, and repairing the Unit in the event of any damage therefrom. An Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the reasonable approval of the Association.

(m) Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors to that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted with the Property.

(n) Occupants Bound. All provisions and any of the community wide standards of the Declaration, By-Laws, rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, or visitors of any Unit. Every Owner shall cause all occupants of his/her Unit to comply with the Declaration, By-Laws, rules and regulation and the community wide standard adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, rules and regulations and community wide standards adopted pursuant thereto.

(o) On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment may be permitted if approved in accordance with Article VI hereof.

(p) Parking. Vehicles shall be parked only in the garages or in the driveways serving the Units. Notwithstanding the above, no more than two (2) vehicles shall be parked in the driveway serving the Unit on a regular basis. For purposes hereof, a car shall be deemed parked on a "regular basis" if parked in such driveway for more than seventy-two (72) hours in any seven day period without prior written approval of the Board. No overnight on-street parking or parking on lawns shall be permitted.

(q) Playground, Play Equipment, Stroller, Etc. The Board may, but shall not be obligated to, permit swing sets and similar permanent playground equipment to be erected on Units provided it is approved in accordance with Article VI hereof. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Tennis courts will not be permitted. Playhouses, if approved, must be placed in rear yard within set back lines and must be in scale with the size of the yard and consistent with Unit.

(r) Pools. No above-ground pools shall be erected, constructed or installed on any Unit except that above ground spas and jacuzzi may be permitted as approved in accordance with Article VI hereof.

(s) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Unit except within enclosed garages. For purposes hereof, a vehicle shall be considered "stored" if it is put up on blocks, or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit. Any vehicle which is parked in violation of this Section 4.1(s) or which is in violation of Section 4.1(p) due to the type of vehicle may be towed by the Board of Directors.

(t) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(u) Subdivision of Units and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Unit intended for a single family detached residence as shown on a Plat, but sole for the purpose of increasing the size of the adjacent Units. In the event of a division in ownership of any Unit, the Owners among whom the Unit is divided shall be treated as Co-Owners of the divided Unit for purposes of voting and shall be jointly and severally liable for all Assessments against the Unit hereunder. Developer hereby expressly reserves the right to replat any Unit or Units owned by Developer, provided such division boundary line change, or replatting is not in violation of the applicable zoning regulations. No Unit shall be made subject to any type of time share program, ownership interval or similar program whereby the right to exclusive use of the Unit rotates among multiple Owners or members of the program on a fixed or floating time schedule over a period of years.

(v) Tents, Trailers and Temporary Structures. Except as may be permitted by the appropriate committee under Article VI hereof, during initial construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Unit.

(w) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Property, except of temporary lines as may be required during construction and high voltage lines if required by law or for safety purposes.

(x) Walls and Fences. Except as otherwise permitted by the NCC or MC (as such terms are hereinafter defined) the following provisions shall apply to all walls and fencing on the Property. All walls and/or fencing must conform to the parameters as follows:

Within the side building set-back line, the location of all fences and walls must be approved by the NCC prior to installation. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and may be allowed within the building set-back.

Any and all wall and fences may not exceed an average height of six (6) feet exclusive of pillars or ornaments and shall in no instance exceed six (6) feet in height. Only 4' chain link fences will be permitted on lake front lots.

(y) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than Developer or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow.

(z) Drainage Areas. For the purposes of this Declaration, "Drainage Areas" means those portions of the Common Areas designated as surface water management areas, drainage areas, basins, drainage easements, water management tracks, canals or canal easements (collectively "Drainage Areas") which are reflected on the Plat, and any amendments thereto, or are described in this Declaration, or otherwise designated by Developer as "Drainage Areas," and which shall be kept and maintained by the Association for irrigation, drainage, storm water retention and detention and beautification and for the installation, maintenance, construction or repair of utility facilities in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities. The Drainage Areas are an integral part of a master drainage system which is for the benefit of the Subdivision. The Association shall maintain the Drainage Areas and master drainage system in a manner consistent with the original design thereof by Developer, and in accordance with the requirements of all applicable governmental authorities.

(aa) Wetlands, Lakes and Ponds. Wetlands, lakes and ponds means those Common Areas so designated on the development plans submitted to Sarasota County, this Declaration, the Plat, any addendum thereto, or otherwise designated by Developer and which are areas subjected to permanent or prolonged periods of inundation or saturation, or which exhibit vegetative communities or soil types characteristic of such hydro periods. The boundaries of wetlands, lakes and ponds shall be subject to accretion, reliction, or other natural changes. Wetlands, lakes and ponds shall be kept and maintained by the Association together with any adjacent shoreline in an ecologically sound condition for water retention drainage and water management purposes in compliance with all governmental requirements. Graded lakes shall be maintained with a productive littoral zone in compliance with governmental requirements.

No activity may be undertaken or performed in preserved wetlands, created wetlands, upland buffers to wetlands or upland preservation areas which are contained within the preservation area and described in the recorded plat of Ashwood Subdivision unless prior written approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, F.A.C. Prohibited activities within preserved wetlands, created wetlands, upland preservation areas and upland buffers adjacent to wetlands include the removal of native vegetation; excavation; placing or dumping of soil, trash or land clearing debris; and construction or maintenance of any building, residence or structure.

It is the lot Owner's responsibility not to remove native vegetation that became established within the wet detention ponds abutting their property. Removal includes pulling, dredging, the application of herbicide, and cutting. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department.

Removal of littoral zone vegetation is prohibited unless authorized by the Sarasota County Resource Permitting Division. Maintenance of littoral zone vegetation shall be in perpetuity be a designated entity.

(bb) Environmental Restrictions. As provided in Sarasota County Resolution 89-130 where wetland fringing hammocks are adjacent to a watercourse or a wetland, a fifty (50') foot setback is to be maintained from the top of the bank of the water course or wetland and disturbance within this setback area is prohibited. No fill is to be placed within such setback area, nor shall trees or understory be removed. Building in or filling of wetland areas shall be prohibited without an approved plan and permit from the County Natural Resources Department or such other department of Sarasota County that has jurisdiction of the matter at that time. The environmental restrictions established in this paragraph shall be enforceable by the Developer, the Association or by Sarasota County, and in the event any such enforcement action is commenced, the prevailing party shall be entitled to reimbursement from the opposing party for all Court costs and Attorneys fees, including negotiation, investigation, trial and appellate proceedings.

No owner of the property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the maintenance easement or the grass swales described in the approved permit and recorded in plat of the subdivision, unless prior approval is received from the SWFWMD pursuant to Chapter 40D-4.

(cc) Windows, Doors, Awnings and Shutters. Unfinished aluminum, bright finished, or bright plated metal or exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electrostatically painted, and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed or stained.

(dd) Sidewalks. Owners of lots which are required to have sidewalks per subdivision construction plans approved by Sarasota County Engineering Department shall be required to construct those sidewalks on their lots at their expense in accordance with subdivision construction plans approved by Sarasota County Engineering Department, upon completion of construction of a dwelling on the lots or within two (2) years of final plat recording whichever shall occur first. If any Owner fails to construct sidewalks as required herein the Association may at its

option and after ten (10) days written notice to the Owner of its intent to do so arrange for construction of the sidewalks on the Owner's lot at Owner's expense and assess the cost to the Owner. The Association shall have the lien rights given for collection of assessments if Owner fails to pay such costs on demand and shall have the right to enter upon owner's lot and the exterior of any improvements to exercise its rights hereunder.

(ee) Access. No lot or parcel of lands shall be used for any purpose other than solely and exclusively for a single family residential dwelling unless developer approves in writing the use of a lot for a road. Provided, however, that in the event a single family residential dwelling is built upon a lot, said lot(s) shall no longer be considered to be used as a roadway. Said lot(s) shall thereafter be used solely and exclusively for a single family residential dwelling.

(ff) Roofs. Heavy weight shingles are to be a minimum requirement for all roofs. Cement tile is also an acceptable roofing material. Roof color should be an integral part of the exterior coloring of the residence. The proportions of the roof shall be consistent with the architectural style of the residence. The fascia and roof overhangs must be in proportion and blend with the rest of the residence.

(gg) Garages, Driveways. Each single family detached resident must have a private fully enclosed garage for not less than two or more than three cars. Conversion of any garage to living area shall be prohibited. Garages shall be attached and part of the main dwelling and in keeping with the architectural style of the residence. Carports are not permitted.

Double garage doors should be a minimum of 16' in width and doors for individual stalls shall be a minimum of 8' in width. All garage doors must be in keeping with the architectural style and the materials used on the residence.

Automatic garage doors are required on all overhead doors.

All single family residence shall have a driveway of at least 16' in width at the property line. Finished concrete, patterned concrete, bominite pavers and integrated stone finishes are permitted. Other driveways may also be constructed of brick or interlocking pavers but must be of a stable and permanent construction. Asphalt, blacktop, stained concrete and epoxy bonded aggregate are prohibited.

(hh) Size of Residence. The living area of each residence shall contain a minimum of 1200 square feet. Living area is defined as heated and or air conditioned areas and exclusive of garages, porches, patios and terraces.

Section 4.2 Leasing of Units.

(a) Definition. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Leasing Provisions.

(1) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing, except with the prior written consent of the Board of Directors. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Documents.

(2) Compliance with the Documents. Every Owner shall cause all occupants of his/her Unit to comply with the Documents, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the documents. All lessees shall agree to comply with the Documents.

Section 4.3 Exculpations and Approvals. Developer, the Association, and the NCC, the MC or any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without liability of any nature or kind to Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, Court costs and reasonable Attorneys' fees. Every consent, permission or approval by Developer, the Association, the NCC, the MC or their agents under this Declaration shall be, in writing, and binding upon all Persons.

Section 4.4 Community-Wide Standards, Rules. The Association, through the Board, shall have the right to promulgate and impose further Community-Wide Standards or any rules and regulations of the Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, the Common Areas, and any improvements located thereon.

ARTICLE V
DEVELOPER'S RIGHTS

Section 5.1 Purpose. The purpose of this Article V is to set forth certain Developer's rights, and to refer, for ease of reference to , certain other Developer's rights set forth is this Declaration. The purpose of this Article V shall in no way be a limitation of any rights of Developer otherwise set forth in this Declaration or as provided under law.

Section 5.2 Duration of Rights. The rights of Developer set forth in this Declaration that refer to this Article V shall extend for a period of time ending upon the earlier of: (1) when neither Developer nor any affiliate of Developer has any further interest of any kind in the Property; or (2) the determination by Developer in a statement in writing placed of Public Record; or (3) December 31, 2015.

Section 5.3 Construction, Marketing. In recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of the Property, Developer hereby reserves for itself, its successors, designees and assigns, the right to use all Common Areas and all other portions of the Property in conjunction with and as part of its program of sale, leasing, construction, marketing, and development including,

but not limited to, the right to carry on construction and to enter and transact business, maintain models and sales and rental offices, place signs, employ sales rental personnel, show Units, and use portions of the Property and Units and other improvements owned by Developer or the Association for purposes set forth above and for storage or construction materials and for construction and assembling construction components without any cost of Developer and its successors, nominees and assigns for such rights and privileges. In addition to its other rights to use the Common Areas and Exclusive Common Areas, Developer, its successors, designees and assigns, shall have the right to use all or any portion of any building thereon as a sales, rental, or construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or property pertaining to the sale , construction, marketing, maintenance and repair efforts of Developer shall not be part of the Common Areas or Exclusive Common Areas and shall remain the property of the Developer or its nominees, as the case may be. Developer shall have the right to construct, maintain and repair structures and landscaping and other improvements to be located on the Property as Developer deems necessary or appropriate for the development of the Property. Developer's use of any portion of the Property as provided in this Paragraph shall not be a violation of the Documents.

Section 6.4 Scope. The rights and privileges of Developer, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Developer, its successors, designees and assigns, under any Document. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Developer that may not be suspended, superseded or modified in any manner unless same is consented to by Developer, and such rights may be assigned in writing by Developer in whole or in part as Developer deems appropriate.

Section 6.5 Model Homes. No Model homes shall be permitted without the prior written consent of Developer. Model Homes approved by Developer may be reviewed monthly and consent may be withdrawn by Developer at any time at the sole discretion of Developer.

ARTICLE VI
ARCHITECTURAL STANDARD AND REVIEW

Section 6.1 Architectural Standards. No construction (which term shall include within its definition staking, clearing, excavating, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to subsections (a) and (b) below. The Board of Directors may establish reasonable fee to be charged by the committees on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specification.

This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article VI. This Article may not be amended without the Developer's prior written consent so long as the Developer's owns any land subject to this Declaration or subject to annexation to this Declaration.

(a) New Construction Committee. The New Construction Committee ("NCC") shall have exclusive jurisdiction to review and approve all original construction on any portion of the Property. Developer retains the right during the period provided for in Section 5.2 hereof to appoint all members of the NCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the NCC in the same manner as provided in (b) below for the Modifications Committee.

The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures ("Design Guidelines"). Copies shall be available from the NCC for review. The Design Guidelines shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend them. In event that the NCC fails to approve or disapprove plans submitted to it, or to request additional information reasonable required, within forty-five (45) days after submission thereof, the plans shall be deemed approved.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three (3), but not more than nine (9), persons, all of whom shall be appointed by the Board of Directors. Members of the MC may include architects or similar professionals who are not Members of the Association. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or to structures containing Units and the open space, if any appurtenant thereto. Until establishment of the MC, the NCC shall have jurisdiction over all improvements and modifications in a accordance with this Section.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice ("Modification Guidelines"), consistent with those of the NCC. In the event of any conflict, the ruling of the NCC shall be controlling. In addition thereto, the following shall apply. The MC may delegate this authority to the appropriate Board or Committee subsequently created so long as the MC has determined that such Board or Committee has in force, review and enforcement practices, procedures, and appropriate standards substantially similar to the Modification Guidelines.

Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modification additions or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired; provided, the modifications and alterations to the interior of screened porches, patios and similar portions of a Unit visible from outside the Unit shall be subject to approval hereunder. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Section 6.2 No Waiver of Future Approvals. The approval of either the NCC or MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or other matter whatever subsequently or additionally submitted for approval or consent.

Section 6.3 Variance. The NCC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, or (b) stop the NCC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 6.4 No Liability. No review or approval by the NCC or the MC shall imply or be deemed to constitute an opinion by NCC or the MC, nor impose upon the NCC, the MC, the Association, Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the NCC or the MC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetic and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other Person or purpose, and no Person other than the NCC or the MC shall have any right to rely thereon, and any review or approval by the NCC or the MC will create no liability whatsoever of the NCC, the MC, Developer or the Association to any other Person or party whatsoever.

Section 6.5 Compliance. Any Contractor, Subcontractor, Agent, Employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the NCC or MC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the By-Laws.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.1 Enforcement. These covenants and restrictions may be enforced by Developer, the Association or any Lot Owner 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.

Section 7.2 Notices to Owners. Any notice required to be sent to any owner under the provisions of this instrument shall be properly sent if mailed, postage prepaid, to the last known address of the Person who appears as the Owner on the records of the Association at the time of the mailing, and it shall be the responsibility of the Owner to notify the Association in writing of any change of address.

Section 7.3 Amendments. These Covenants and Restrictions may be amended by the Developer so long as the Developer owns one (1) lot for sale in the normal course of business or more in the Subdivision or by the written consent of the Owners of a majority of lots in the Subdivision. Amendment by a majority of lots cannot be valid, however, if the Developer owns any lot in the Subdivision unless Developer consents thereto. Said consent shall not be unreasonably withheld by the Developer. Such amendment shall become effective when duly executed and recorded in the Public Records of Sarasota County, Florida. No such amendment, however, shall invalidate any action properly taken under these convents and restrictions.

Section 7.4 Supplements, Rules and Regulations. Developer reserves the right to adopt supplemental covenants and restrictions and rules and regulations with respect to the property or any portion of it, as long as the supplemental covenants and restrictions do not conflict with the terms and provisions of this instrument.

Section 7.5 Transfer of Title to Association. Developer may from time to time transfer portions of the Common Areas to the Association. Developer may, in this transfer of title, subject the title to such easements, reservations, restrictions and limitations as the Developer deems appropriate. The Association shall be obligated to accept title to each parcel as the Developer deems appropriate. The Association shall be obligated to accept title to each parcel delivered by Developer, and thereafter, to maintain the land described in the deed for the purposes provided in this instrument and to pay all taxes that subsequently become due and owing.

Section 7.6 Assignment to Association. Developer reserves the right to assign and delegate to the Association any portion or all of its rights, title, interest, duties and obligations created by this instrument and the Association agrees to accept this assignment.

Section 7.7 Withdrawal of Property. Developer reserves the right, at any time, to withdraw from the effect of this instrument any land owned by it if consistent with the Resolution, and if the land to be withdrawn would not completely or practicably sever the remaining land, and if the withdrawal would not materially increase the annual assessment against Property in Ashwood remaining subject to this instrument.

Section 7.8 Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

Section 7.9 Term. These Covenants and Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the Owners of a majority of lots in the Subdivision execute and record in the Public Records of Sarasota County, Florida, an instrument specifically rejecting a subsequent renewal.

Section 7.10 Invalidity. The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any part to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

Section 7.11 Effective Time and Date. This instrument shall take effect at the time and on the date that it is recorded in the Public Records of Sarasota County, Florida.

Section 7.12 Access. Developer and the Association shall have the right to access on any lots or any improvements constructed on lots, between the hours of 9:00 A.M. and 5:00 P.M, upon advance notice to the Owner to determine whether or not an Owner has complied with the provisions of this instrument relating to land use.

Section 7.13 Discretion. Whenever the provisions of this instrument require approval of Developer or Association, the approval may be either granted or denied in the sole discretion of either Developer or the Association.

Section 7.14 Subordination. Developer and Association agree that their respective interests under this instrument are subordinated to the lien, encumbrance and operation of any mortgages existing at the time of its recordation that encumber any portion of the Property and any additional, replacement, or subsequent mortgages obtained by Developer to finance improvements to the Property or any part of it. Although these provisions are self-executing, the Association shall execute such instruments in recordable form to evidence further this subordination of its interests as Developer may request.

Section 7.15 Enforcement of These Restrictions.

(a) Enforcement of Sarasota County of these Restrictions. 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. Furthermore, no Amendment to this 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.

(b) Enforcement by SWFWMD. The district shall have the right, but not the obligation, to enforce by proceedings at law or in equity the conditions of its Permit the rules of the District, and the provisions of this Declaration which deal with service water and storm water management.

Section 7.16 Amendments. "Any amendments to these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District (SWFWMD)."

IN WITNESS WHEREOF, the Developer, Cynthia Homes, Inc. has executed this instrument this 10th day of December, 1996.

Witnesses:

Print Name: Heather Tayton

Heather L Troyer

Print Name: Heather L. Troyer

Cynthia Homes, Inc.

By: Cynthia Koontz, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by Cynthia Koontz, president of Cynthia Homes, Inc., who is personally known to me or has produced _____ as identification and did/did not take an oath.

(SEAL)

Heather L Troyer
Notary Public (Signature)

Printed Notary Name: _____
My Commission Expires: _____
Commission No: _____

Heather L. Troyer
Notary Public, State of Florida
Commission No. CC 501705
My Commission Expires 10/12/99
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

EXHIBIT "A"

LEGAL DESCRIPTION:

Situated in Section 11, Township 37 S, Range 18 E, Sarasota County, Florida, and being a portion of Lot 2, Block 4, Sarasota-Venice Company's subdivision of Section 11, Township 37 South, Range 18 East, Recorded in Plat book 2, Page 17, of the Public Records of Manatee County , Florida, (Plat Book A, Page 70, Public Records of Sarasota County, Florida), said part lot being more particularly described as follows:

Commence at the Northeast corner of the Southeast quarter of Section 11, Township 37 South, Range 18 East; Thence along the centerline of Honore Avenue South 00°30'18" West 688.81 feet; Thence North 89°32'11" West 81.00 feet for a Point of Beginning.

Thence from said Point-of-Beginning and along the westerly right-of-way line of Honore Avenue, South 00°30'18" West 157.97 feet; Thence North 81°21'39" West 56.04 feet; Thence North 89°32'11" West 135.18 feet; Thence South 00°30'18" West 153.70 feet; Thence South 89°32'44" East 190.66 feet; to the westerly right-of-way line of Honore Avenue; Thence along said right-of-way line, South 00°30'18" West 28.70 feet; Thence North 89°29'46" West 598.50 feet; Thence North 00°28'33" East 301.95 feet; Thence South 89°32'11" East 160.00 feet ; Thence North 00°28'33" East 30.00 feet: Thence South 89°32'11" East 438.67 feet to the Point-of-Beginning, Containing 3.7865 acres.

MORTGAGEE CONSENT

The undersigned has encumbered the property described on Attached Exhibit "A" by the following:

Mortgage in favor of Sun Trust Bank, Gulf Coast dated October 18, 1996, filed October 21, 1996, recorded in O.R. Book 2903, Page 769, of the Public Records of Sarasota County, Florida.

Assignment of Leases, Rents and Profits in favor of Sun Trust Bank, Gulf Coast dated October 18, 1996, filed October 21, 1996, recorded in O.R. Book 2903, Page 774, of the Public Records of Sarasota County, Florida.

UCC-1 Financing Statement in favor of Sun Trust Bank, Gulf Coast dated October 18, 1996 filed October 21, 1996, recorded in O.R. Book 2903, Page 779, of the Public Records of Sarasota County, Florida.

Also: Second Mortgage

Mortgage in favor of Sun Trust Bank, Gulf Coast dated November 26, 1996, filed December 2, 1996, recorded in O.R. Book 2916, Page 923, of the Public Records of Sarasota County, Florida.

Assignment of Leases, Rents and Profits in favor of Sun Trust Bank, Gulf Coast dated November 26, 1996, filed December 2, 1996, recorded in O.R. Book 2916, Page 929, of the Public Records of Sarasota County, Florida.

UCC-1 Financing Statement in favor of Sun Trust Bank, Gulf Coast dated November 26, 1996 filed December 2, 1996, recorded in O.R. Book 2916, Page 934, of the Public Records of Sarasota County, Florida.

The mortgagee hereby consent and approves the recording of the Declaration of Maintenance, Restrictions, Covenants and Land Use Provisions of Ashwood, Unit I.

Mortgagee:
SunTrust Bank, Gulf Coast

By: E. Carl Goff, 1st V.P.
E. Carl Goff, 1st V.P.
Print Name/Title

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of December, 1996, by E Carl Goff 1st Vice President (Print Name/Title) who is personally known to me or who has produced N/A as identification.

(seal)

OFFICIAL NOTARY SEAL
DENNESE C HITT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC529307
MY COMMISSION EXP. FEB. 20,2000

Dennese C Hitt
Notary Public State of Florida
Print: Dennese C Hitt
My Commission Expires:

** OFFICIAL RECORDS **
BOOK 2927 PAGE 2794

This Space For Recording

DOCKET #: 97002314

NAME: ASHWOOD UNIT 1

AMOUNT $: 45.00

CONDOMINIUM BOOK _ PAGE _ -

PLAT BOOK 38 PAGE 35 - 35A

COASTAL CONSTRUCTION SETBACK LINES BOOK ____ PAGE ____.

DATE OF PLAT RECORDING: January 8, 1997

TIME OF PLAT RECORDING: 2:28 P.M.

STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy of the instrument filed and record in this office.
Witness my hand and official seal this 27 day of ____, 1996.
Karen E. Rushing, Clerk of Circuit Court
By: _____, Deputy Clerk

REV Jan-97: PLTREC.DOC

Cecilia/ Recording Dept

97114112

** OFFICIAL RECORDS **
BOOK 3019 PAGE 1697

JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF ASHWOOD

WHEREAS, R. L. Koontz Construction, Inc., is the title holder to said lands described in Exhibit "A" known as Ashwood, Unit 2, and

WHEREAS, R. L. Koontz Construction, Inc., intends to plat said lands for development and desires to submit said land to the Declaration of Maintenance and Land Use Provisions of Ashwood, and

WHEREAS, Section 1.1(a) of the Declaration of Maintenance and Land Use Provision of Ashwood as so recorded in Official Records Book 2927, Page 2781, provides that additional lands may be submitted and included in the said Declaration by recording in the County Public Records the written consent of the fee simple title owner, and

WHEREAS, SunTrust Bank, Gulf Coast holds a mortgage on the property described as Ashwood, Unit 2, as recorded in O.R. Book 2993, Page 142, of the Public Records of Sarasota County, Florida.

NOW THEREFORE, SunTrust Bank, Gulf Coast does hereby consent to allow Developer pursuant to Section 1.1(a) of the Declaration of Maintenance and Land Use Provisions of Ashwood in submitting and adding those certain lands adjacent to Ashwood, Unit 1, as so described on Exhibit "A" attached hereto which lands shall be platted as Ashwood, Unit 2 to be part of and subject to the Declaration of Maintenance and Land Use Provisions of Ashwood, recorded in Official Records Book 2927, Page 2781, of the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of August, 1997.

SunTrust Bank, Gulf Coast

Patricia M. Vogel

Patricia M. Vogel, Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on August 20th, 1997 by Patricia M. Vogel, Vice President of SunTrust Bank, Gulf Coast, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida

Dennese Hitt

My Commission Expires:

OFFICIAL NOTARY SEAL
DENNESE C HITT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC529807
MY COMMISSION EXP. FEB. 20,2000

EXHIBIT "A"

ASHWOOD, UNIT II

LEGAL DESCRIPTION:

Situated in Section 11, Township 37 S, Range 18 E, Sarasota County, Florida, and lying adjacent to and South of the southline of Duncombe Acres, as per plat thereof recorded in Plat book 22, Page 49, of the Public Records of Sarasota County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Duncombe Acres, said point being 24 feet South and 24 feet West of the Northeast corner of the Southeast Quarter of Section 11, thence south 00°30'18" W 332.40 feet; thence North 89°34'36" W 57.00 feet to the POB; thence from said POB and along the westerly ROW line of Honore Ave S 00°30'18" W 332.33 feet to the Northeast corner of Ashwood, Unit I, a subdivision recorded in Plat book 38, Pages 35 and 35A of the Public Records of Sarasota County, Florida; Thence along the northerly line of Ashwood Unit I, the following courses:

1. N 89°32'11" W 438.67 feet,
2. S 00°28'33" W 30 feet, then
3. N 89°32'11" W 160.00 feet.

Thence leaving Ashwood Unit I boundary, N 0028'33" E 361.91 feet to the southwest corner of Dumcombe Acres; and Thence along the south line of Dumcombe Acres S 8934'36" E 598.83 feet to the POB containing 4.675 acres.

** OFFICIAL RECORD
BOOK 3019 PAGE

This Space For Recording

DOCKET #: 97114113

NAME: ASHWOOD UNIT II

AMOUNT $: 45.00

CONDOMINIUM BOOK ____ PAGE ____ -

PLAT BOOK 39 PAGE 16 - 16A

COASTAL CONSTRUCTION SETBACK LINES BOOK ____ PAGE ____

DATE OF PLAT RECORDING: October 2, 1997

TIME OF PLAT RECORDING: 1:25 P.M.

STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Witness my hand and official seal this 10-18-99
Karen E. Rushing, Clerk of Circuit Court
By: Deputy Clerk

REV Oct-97: PLTREC.DOC