

**AMENDED
COVENANTS AND RESTRICTIONS**

HOURGLASS LAKE ESTATES

These are the Covenants and Restrictions for the following described property located in Sarasota County, Florida (herein, "the "Subdivision"):

That certain property and those easements relating thereto shown on the plat of Hourglass Lake Estates recorded in Plat Book 25, Pages 45, and 45A of the Public Records of Sarasota County, Florida.

These Covenants and Restrictions shall govern the use of said property and all lots, homes, roads, rights-of-way, and easements, for the mutual benefit and protection of Hourglass Lake Estates Homeowners Association, Inc. (herein, "the Association") and existing and subsequent owners of property, lots, homes, roads, rights-of-way, and easements, their heirs, successors, representatives, and assigns.

1. **LAND AND PARTIES BOUND:** These Covenants and Restrictions shall run with the lands comprising the Subdivision and shall be binding upon all owners of all Lots, homes, roads, rights-of-way, and easements contained in the Subdivision and their heirs, executors, administrators, legal representatives, successors and assigns. "Lot" as used herein shall mean a platted lot contained in the Subdivision.
2. **SINGLE FAMILY RESIDENTIAL USE ONLY:** No Lot shall be used for any purpose other than solely and exclusively a single-family residential dwelling. No structure other than a single-family dwelling shall be erected or maintained in the Subdivision. No trade or business shall be conducted on or in any Lot or dwelling which generates any significant employee or customer traffic or parking, for which signage or storage is evident, which creates noise or odor, which violates the Sarasota County Zoning code or which, in the sole discretion of the Association, is incompatible with the residential character of the Subdivision.
3. **LOT SIZE:** No Lot shall contain less than 10,900 square feet.
4. **LOT GRADING:** The floor level of each Lot shall be set sufficiently above street grade to provide proper drainage and no filling or grading shall be done which will adversely affect the proper drainage of, or increase drainage upon, any adjacent property. Protective slopes around the buildings shall be provided and maintained on every Lot and side lot line swales shall be planned and maintained to prevent standing water. All proposed plans for grading of lots shall be first submitted to, and approved by, the Association in writing, in the manner provided for approval of building plans set forth below.
5. **SETBACKS:** All structures attached to, or appurtenant to or forming a part of the single-family dwelling built, or to be built, upon a Lot shall be considered part of the "dwelling". No part of any dwelling shall be located nearer than 25 feet from any point on the front lot line of any Lot nor nearer than 15 feet from any point on the side lot line of any Lot nor nearer than 20 feet from any point on the rear lot line of any Lot. "Front" lot line shall mean the lot line bordering on the street on which the Lot is located. All dwellings shall face such street, except that a dwelling on a corner Lot (at the intersection of two or more streets) may face either street or be angled to the intersection of such

streets. On corner lots, the lot lines on the intersecting streets shall all be deemed front lot lines and the remaining lot lines shall all be deemed rear lot lines.

In the event that the rear lot line of a lot borders on a lake, no part of the dwelling shall be nearer than 25 feet from any point on said rear lot line nor any point on said body of water, whichever is closer to the dwelling.

Nothing contained herein shall be construed to require all dwellings to be exactly parallel to defined set back lines. All measurements shall be to the nearest part of a vertical plane contiguous to the most exterior projection of the dwelling including, but not limited to, roof eaves, provided however that any roof eave extending beyond three feet from the main body of the dwelling shall in the amount of such excess remain within the set back lines.

6. DWELLING TYPES: All dwellings constructed, altered, permitted to remain or to be occupied on any Lot shall conform to the following requirements in addition to all of the provisions of these Covenants and Restrictions to wit:

- (a) Only one single-family dwelling shall be permitted on any Lot.
- (b) Any structures which are accessory to the dwellings such as garages, porches, service or utility rooms, guest rooms, servants quarters, and the like shall be attached to and an integral part of the dwelling building and shall conform with all requirements hereof. No separate or detached structures of any type shall be permitted on any lot.
- (c) No dwelling shall have a ground floor area, exclusive of the area of any garages, porches or storage areas, and patios, whether or not roofed, of less than 1,400 square feet.
- (d) All roofs of dwellings shall be of glazed tile, cement, asphalt shingle or fiberglass shingle (or combination asphalt/fiberglass shingle), unless otherwise approved by the Association in writing.
- (e) No dwelling shall exceed one story in height, unless otherwise approved in writing by the Association Board of Directors.
- (f) All dwellings shall be constructed of new and durable materials and of an external design harmonious with existing structures on comparable locations within the Subdivision. All external building walls shall be of cement block, stucco or sprayed with stucco crete, or of wood, brick, or stone. No asbestos shingles or asbestos siding or any type of asphalt, plastic, metal or similar covering shall be used on exterior walls.
- (g) All areas of every Lot not occupied by the dwelling or cages or patios shall be properly landscaped. All front yards shall be maintained in grass or other natural vegetation.
- (h) Driveways shall be restricted to the distance from the street to the front of the garage and shall be no wider than 18 feet in the case of the two-car garage, and no wider than nine feet in the case of the one-car garage. If an owner who has a single-car garage deems it necessary, because he has more vehicles than a single driveway can handle, he may enlarge the driveway by four and a half feet on each side thereby increasing the width to 13 feet. All driveways shall have a foundation constructed of reinforced concrete, a minimum of four inches thick. Finish may be troweled concrete, tile, set stone, asphalt, or as otherwise approved by the Association.

(i) In no event shall a dwelling be moved onto a Lot but instead shall be constructed upon it.

(j) No dwelling shall be constructed upon any Lot nor shall the exterior appearance of any dwelling be materially altered until the complete plans and specifications for the construction or alteration, together with a plot plan thereof showing the location of the structure in relation to the Lot boundary lines, shall be submitted to and approved in writing by the Association, with a cover letter stating the applicant's full name and mailing address, the general contractor who will do the construction, and a proposed completion time. One copy of such plans, specifications, and plot plan will be retained by the Association as a permanent record. The Association will have not more than 30 days to approve or reject the plans, specifications, and plot plan, or they shall be deemed approved. If rejected, the Association shall advise the applicant in writing of the portions or parts thereof which were objectionable to the Association, said notice of rejection to be delivered to the submitting party by depositing the same in the U.S. Mail, postage prepaid, addressed to the applicant at the address set forth in the original submission within said 30 day period. In the event that the applicant makes the changes requested by the Association, the plans, specifications, and plot plan shall be resubmitted and approved by the Association within 10 days after resubmission. The Association shall evidence approval of plans specifications, and plot plans by delivering to the applicant, in the manner set forth above, a written statement of approval in duplicate, one copy of which shall be posted on the subject lot during the construction term. All construction work shall be completed in accordance with the plans, specifications, and plot plan so approved, and must be complete within not less than eight months from the date of commencement of construction.

7. **TEMPORARY STRUCTURES:** No temporary structure or outbuilding of any type shall be permitted or maintained upon any Lot, except temporary structures or outbuildings used in connection with the construction of dwelling houses, upon prior written approval by the Association.
8. **WALLS, HEDGES, AND FENCES:** No fence, wall, hedge or other enclosures or dividers of any kind shall be constructed, permitted, or maintained between the street and front setback lines of any Lot and if located between the side line setback and the side lot lines or between the rear lot line and rear setback line shall not exceed eight feet in height. In no event shall any wall, fence, hedge, or other enclosure or divider be permitted between the rear of a dwelling house and the water in those instances where a rear lot line borders a body of water. In measuring the height of a fence, wall, hedge, or other divider, the point from the average grade of the lot to the horizontal plane of the highest point of such fence, hedge, or other structure shall govern. The foregoing restrictions shall not apply to completely enclosed areas attached to a dwelling. Where under these restrictions, a wall, hedge, fence or other divider is allowed, it shall be decorative in appearance and approved in advance, in writing, by the Association.
9. **VARIANCES:** The Association shall have the absolute right and discretion to grant variances from the obligations of Paragraphs 2 through 8 above, provided that any variance shall be to avoid hardship in the opinion of the Association, shall be in keeping with the spirit and intent of these Covenants and Restrictions and shall be such as to not adversely affect any neighboring owner or the Subdivision as a whole. A variance, if granted, shall be granted in writing by the Association in recordable form, upon application of the owner in writing, setting forth in detail the variance required and reasons therefore. Any such variance, in order to be effective, shall be recorded in the Public Records of Sarasota County, Florida and the applicant shall strictly comply with all limitations and conditions thereof.
10. **UTILITIES:** All dwellings constructed upon any Lots in the Subdivision shall be connected

to the water and sewer system of Sarasota County. All owners of property within the Subdivision expressly grant to the Association, its successors or assigns, and to Sarasota County or any utility company approved by the Association, the right and license for any agent and/or employee thereof to enter upon any of the Lots of the Subdivision and premises contained thereon for the purposes of installation of water meters, water and sewer lines, and for routine reading, service, and common inspection and maintenance of water and sewer installations. No wells shall be permitted in the Subdivision except those of the Association and shallow wells and point wells drilled for irrigation of lawns and landscaping at owners' expense with prior approval and permits obtained from those governmental authorities with jurisdiction. The Board of Directors shall be notified prior to any well drilling. No saline or other regeneration solution from water softening equipment shall be discharged into any street or storm water drainage collection area. No mechanical equipment, electrical equipment, or other method shall be used to remove water from the storm water drainage collection area (lake) for the purpose of lawn or landscape watering.

11. **UNSIGHTLY OBJECTS - VISIBLE STORAGE:** All refuse and trash containers, oil or bottled gas tanks, water softening equipment, pumps, motors, heaters, and other similar items shall be hidden from view of all Lots by a wall, fence or hedge, installed or planted in compliance with Paragraph 8 hereof. Air conditioning equipment is exempt from this restriction.

No unsightly weeds, underbrush, or growth shall be permitted to grow or remain on any Lot. Each Lot shall be mowed and cleared of debris and excessive and unsightly vegetation by the owner. Failure to so maintain lawns and landscaping shall be deemed to impair the value of neighboring Lots and be hazardous to the health and welfare of the Subdivision. In the event that the owner of any Lot shall fail or refuse, upon written demand by the Association, to keep the premises free of such weeds, underbrush, and refuse, the Association may enter upon said Lot and remove such weeds, underbrush, and refuse and charge the owner the cost of such services. Such entry shall be deemed to be permitted and not be deemed as a trespass. The charge for the cost of such removal shall become a lien upon the property and bear interest at the legal rate until fully paid and shall be subject to foreclosure in the event the same is not paid upon demand. No trash, refuse, or garbage shall be burned on any Lot.

Each Lot owner shall maintain the exterior of the dwelling in a like new condition through painting and repairs, thus keeping it in an aesthetically pleasing appearance at all times. Roofs shall be kept clean of mildew, pine needles, and leaves. Holiday decorations shall be removed within 30 days after the holiday.

12. **VEHICLES:** Only vehicles licensed as passenger vehicles (includes trucks and vans up to 5,000 pounds) shall be permitted and parked on a driveway exposed to the view of a neighbor. Exposed vehicles shall not be of a commercial nature, that is with commercial lettering or signage or visible equipment storage on such vehicle.

No vehicle over 5,000 pounds, nor any camper or boat shall be permitted and stored on any Lot unless enclosed within a garage.

All outside parking of vehicles shall be limited to garages and driveways, or on Subdivision roads between 6:00 a.m. and 2:00 a.m.

The Association, upon request, will issue a parking variance for not more than five days to visitors with recreation vehicles. In no case shall living in the parked vehicle be permitted. No electric or water hook-up shall be permitted.

13. **BOATS:** No motorized watercraft of any type shall be permitted on Hourglass Lake, except for those required for maintenance of the lake. Man-powered watercraft (i.e., rowboats, paddleboats, canoes, and otherwise approved by the Association) shall be permitted subject to the following conditions:
- (a) All homeowners using watercraft on Hourglass Lake shall inform the Association of their intention to use such craft on the lake and the type of craft to be used.
 - (b) All homeowners using watercraft on Hourglass Lake shall place on file with the Association a statement releasing the Association and all lake lot homeowners from all liability.

Failure to comply with the above conditions will result in the loss of lake use privileges.

14. **ANIMALS:** No animals of any type shall be kept, bred, or raised on any Lot except that dogs and cats, as well as any small domestic pets which are primarily kept indoors at all times, may be kept. In no event shall pets of any type be maintained for a commercial purpose. All animals shall be on a leash when outside the owner's residence. An owner is required to pick up and properly dispose of his or her animal's excrement.
15. **SIGNS:** No sign of any type shall be displayed to the public view on any Lot except one sign of no more than four square feet advertising such Lot or home for sale. No "for rent" signs shall be permitted.
16. **NUISANCES:** No activity shall be performed or permitted upon any lot which constitutes a nuisance or otherwise interferes with the quiet enjoyment of other residential owners in the Subdivision. No unlawful use of any Lot may be made by or permitted by the owner.
17. **ANTENNA:** Radio, television, or other communication system antennae shall be permitted on any exterior or interior portion of a dwelling house, provided that no such antenna may create radio or television reception interference in any other dwelling.
18. **EASEMENTS:** The Association hereby reserves for itself, its successors or assigns, a utility easement around the perimeter of the property lines of each Lot, such easement having a width of eight feet measured at right angles to and within the property lines of the Lot. Such easement may be entered upon, improved, used, or occupied for purposes of installing and maintaining public utilities and drainage as the Association or any utility authority approved by or succeeding to the Association deems necessary for servicing of the Subdivision or any portion thereof. Any wall, fence, paving, planting or other improvements placed on such easements by the owner of the property on which the easement lies shall be removed, if required, by the Association, its successors, or assigns, at the expense of such owner. Where a dwelling is built on a parcel consisting of more than one platted Lot, said utility easement shall be deemed to run the perimeter of the whole parcel and is waived as to the original lot line lying within said parcel.

19. **OWNERS ASSOCIATION:** The Association of owners of Lots in the Subdivision is a non-profit corporation under the laws of the State of Florida and is known as Hourglass Lake Estates Homeowners Association, Inc. Each owner of a Lot in the Subdivision upon acquiring title to the Lot shall become a member of the Association and shall commence paying to the Association uniform assessments as hereinafter provided. In the event of joint ownership of a Lot each co-owner shall be a member of the Association, but there shall only be permitted one vote per Lot, which shall be cast in the manner provided in the Association Bylaws. The Association shall endeavor to preserve and enhance the property values of the Subdivision and a desirable social and community life therein. The Association shall have no right to modify or impose restrictions upon Lots except as expressly set forth herein, and shall have no right to purchase or lease real property unless such purchase or lease is approved by the owners of a majority of the Lots in the Subdivision.

The Association has and shall maintain title to the common areas, entranceways, waterways, streets, roads, and walkways of the Subdivision, including improvements thereon, and shall maintain them in good condition and repair as a common expense of the Lot owners.

The expenses of operating the Association and in the exercise of its powers and duties shall be payable to the Association annually or more frequently if it is so determined by the Association Board of Directors, assessing each platted Lot its equal pro-rata share. In no event, however, shall the per-lot membership assessments for any calendar year aggregate more than \$180 unless approved by the affirmative vote of the owners of not less than thirty percent of all Lots in the Subdivision. In the event the owners of a Lot do not pay an assessment or installment thereof when requested in writing by the Association, the same shall then and there become a lien upon said lot, which lien shall be evidenced by a document in writing recorded in the Public Records of Sarasota, Florida, and shall bear interest at the legal rate from the date of such lien until fully paid, and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Association including court costs and attorney's fees incurred in collecting the same.

20. **DEEDS AND CONTRACTS TO INCLUDE REFERENCE:** All deeds and contracts pertaining to the sale, transfer, lease, encumbering, or other disposition of a Lot in the Subdivision shall specifically contain reference to the same being subject to these Covenants and Restrictions. All deeds of conveyance shall properly reference these Covenants and Restrictions by their recording information in the Official Records of Sarasota County, Florida.

21. **RENTALS:** No Lot shall be rented for a term of less than one (1) year. No Lot shall be rented without prior written approval of the Association, upon application on such forms and with such information as reasonably required by the Association and a fee paid by the Lot owner in an amount not to exceed the expenses of the Association in investigating the acceptability to the Association of the proposed tenant. Renewal or extension of a lease or another lease to the same tenant shall require the same application, fee and approval. The Association shall screen proposed tenants and provide its approval or disapproval based upon submitted information and discovered criminal record, financial responsibility, conduct in other communities and otherwise as determined appropriate by the Association, provided that the Association shall have no liability to any owner, resident, guest or other person for any negligence of the Association or its agent in that process or result.

22. **RESPONSIBILITY:** Any Lot owner who allows the occupancy of a dwelling by a tenant or gratuitous guest shall make that person aware of these Covenants and Restrictions and shall be responsible for that person's compliance herewith. Lot owners shall also be responsible for the conduct of their contractors and other agents while within the Subdivision property.
23. **REMEDIES FOR VIOLATION:** In the event that the owner of any Lot shall violate or attempt to violate these Covenants and Restrictions, the Association in its discretion or any person or persons owning any substantial interest in a Lot may prosecute any proceedings for the recovery of damages against the person or persons so violating or attempting to violate these Covenants and Restrictions or may maintain a proceeding against the person or persons so violating or attempting to violate these Covenants and Restrictions for injunctive or declaratory relief, provided however, that the remedies contained in this paragraph shall be construed as being cumulative of all other remedies now and hereafter provided by law. Although the Association may enforce these Covenants and Restrictions, it shall not be obligated to do so. Any person, including the Association, who shall bring successful legal proceedings to enforce these Covenants and Restrictions, shall be entitled to the recovery of the costs and reasonable expenses of such proceedings, including appellate proceedings, together with reasonable attorney's fees.
23. **TERM OF RESTRICTIONS:** These Covenants and Restrictions shall remain in force and effect for a period of five (5) years from the date hereof and shall be automatically renewed for successive five (5) year periods unless the owners two-thirds of the Lots in the Subdivision execute and record in the Public Records of Sarasota County, Florida, an instrument specifically rejecting a subsequent renewal.
24. **INVALIDATION:** Invalidation of any one or more of these Covenants and Restrictions by judgment or court order or in any other manner shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.
25. **AMENDMENTS:** These Covenants and Restrictions may be amended upon the written consent of the owners of a majority of the Lots in the Subdivision. Such amendments shall become effective when duly executed and recorded in the Public Records of Sarasota County, Florida with a certificate of appropriate Association officers attesting to such adoption.

These Amended Covenants and Restrictions were duly adopted and approved by the written consent of a majority of the Lots in the Subdivision, pursuant to Paragraph 20 of the Covenants and Restrictions, as recorded at Official Records Book 1282, Page 546 et seq. of the Public Records of Sarasota County, Florida and as subsequently validly amended.

IN WITNESS WHEREOF, the undersigned have caused their signatures and seals to be affixed this 16 day of NOV, 2005.

HOURGLASS LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

Prepared by and Return to:
Daniel J. Lobeck, Esquire
Lobeck, Hanson & Wells, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS AND RESTRICTIONS

HOURGLASS LAKE ESTATES

We hereby certify that the attached Amended and Restated Declaration of Covenants and Restrictions of HOURGLASS LAKE ESTATES, a Subdivision according to the plat thereof recorded in Plat Book 25, Pages 45 and 45A of the Public Records of Sarasota County, Florida ("the Subdivision") (which is an amendment to the Declaration of the Subdivision originally recorded at Official Records Book 1282, Page 546 et seq. of the Public Records of Sarasota County, Florida), was approved by the written consent of the owners of a majority of the lots in the Subdivision, which is sufficient for adoption under Article 20 of the Declaration of Covenants and Restrictions.

DATED this 16 day of NOV, 2005.

Signed, sealed and
delivered in the presence of:

HOURGLASS LAKE ESTATES HOMEOWNERS
ASSOCIATION, INC.

Sign: _____

By: Steven Sachkar
Steven Sachkar, President

Print: RON HAMILTON

Sign: Steve Farley

[Corporate Seal]

Print: Steve Farley

Signed, sealed and
delivered in the presence of:

Sign: _____

Attest: Ann Giovanna Deveny
Ann Giovanna Deveny, Secretary

Print: RON HAMILTON

Sign: Steve Farley

Print: Steve Farley

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16 day of Nov, 2005, by Steven Sachkar as President of Hourglass Lake Estates Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FDL 5260 792 47 444 as identification.

NOTARY PUBLIC

Sign: Michael Duffy

Print: Michael Duffy

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16 day of Nov, 2005, by Ann Giovanna Deveny as Secretary of Hourglass Lake Estates Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FDL 450 295 28 7590 as identification.

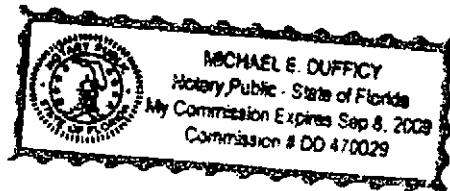
NOTARY PUBLIC

Sign: Michael Duffy

Print: Michael Duffy

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Presanta & Florida DL and _____ to me well known to be the President and Secretary respectively of Hourglass Lake Estates Homeowners Association, Inc. and who executed the foregoing instrument for the purposes expressed herein.

WITNESS my hand and official seal, this 16 day of Nov, 2005.

Notary Public, State of Florida at Large

