

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE INLETS

TARTAN GULF COAST DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as "Developer", does hereby declare these covenants and restrictions relative to that certain development known as "The Inlets".

W I T N E S S E T H :

WHEREAS, Developer owns in fee simple a tract of land located in Sarasota County, Florida, known and referred to as "The Inlets", which is more particularly described below; and

WHEREAS, Developer intends to improve, develop and subdivide said tract of land and thereafter to grant, sell and convey subdivided portions of said property for residential, recreational and commercial uses and purposes as part of a project to be known as "The Inlets"; and

WHEREAS, from time to time hereafter Developer or its assigns will submit to condominium ownership or subdivide various portions of said lands and thereafter deed such portions in accordance with their respective declarations of condominium or subdivision plats, together with nonexclusive rights of ingress and egress over the private roads in The Inlets; and

WHEREAS, Developer desires to place certain covenants and restrictions upon said lands and to set aside certain portions of said lands for the common use of all owners and lessees of property in The Inlets and other authorized users, which common areas are hereinafter sometimes referred to as "The Inlets Common Facilities"; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Florida as a corporation not for profit "The Inlets Common Facilities Corporation", which Corporation has been chartered for the purposes of acquiring title to certain portions of The Inlets Common Facilities, as hereinafter described and for the purposes set forth in its Articles of Incorporation and Bylaws, including without limitation the purposes of enforcing these covenants and restrictions, and operating, maintaining, improving and managing The Inlets Common Facilities for the use and benefit of the property owners in The Inlets.

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare and establish these covenants and restrictions for the benefit of The Inlets and the future owners of property therein and does hereby place upon the property hereinafter described the following covenants, liens and restrictions, to wit:

1. DEFINITIONS. Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

(a) "Covenants" shall mean this Declaration of Covenants and Restrictions for The Inlets.

(b) "Developer" shall mean TARTAN GULF COAST DEVELOPMENT CORPORATION, a Florida corporation, its successors or assigns.

(c) "The Inlets Common Facilities Corporation", shall mean The Inlets Common Facilities Corporation, Inc., a

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Florida corporation not for profit, has been formed for the primary purpose of owning, improving, maintaining and managing The Inlets Common Facilities.

(d) "Owner" shall mean the record owner, whether one or more persons or legal entities, of the fee simple title to any Property as herein defined.

(e) "Private Roads" shall mean those roads which are common to The Inlets as a whole and which are available for the common use and enjoyment of all owners of property in The Inlets, which roads are to be maintained by The Inlets Common Facilities Corporation.

(f) "Property" shall mean any condominium unit, any platted subdivision lot or tract or other unplatted parcel of land and the improvements located thereon within The Inlets as herein defined.

(g) "The Inlets" shall mean all of the property described in Exhibit "A" attached hereto, together with any property subsequently added under the provisions of paragraph 4 below.

(h) "The Inlets Common Facilities" shall mean all real property (or interest therein) located in The Inlets which may hereafter be specifically set aside by Developer for the common use and enjoyment of all owners in The Inlets as members of The Inlets Common Facilities Corporation. The Inlets Common Facilities are more particularly defined at paragraph 5 herein.

2. PROPERTY SUBJECT TO THIS DECLARATION. The land of Developer which hereinafter shall be subject to and governed by these covenants and restrictions is located in Sarasota County, Florida, and is described in Exhibit "A" attached hereto. Said lands shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without necessity of specific reference hereto.

3. PROPERTY SUBJECT TO ASSESSMENT. Each platted subdivision lot or condominium unit within the land described in paragraph 2, or within land which is subsequently subjected to this Declaration pursuant to paragraph 4 herein, is hereby declared to be subject to the lien of all assessments levied by The Inlets Common Facilities Corporation in accordance with the provisions set forth herein.

4. ADDITION OF LANDS TO BE SUBJECT TO COVENANTS, RESTRICTIONS AND ASSESSMENT. From time to time hereafter, Developer shall have the right, in its sole discretion, to add additional lands to those hereinabove described by instrument recorded in the Public Records of Sarasota County, Florida, subject only to the consent shown thereon of Developer, The Inlets Common Facilities Corporation and the Owner of the fee simple record title of the land to be added; provided, however, that such additional lands shall be contiguous to some portion of the lands described in Exhibit "A". (Lands separated only by a street, road or canal shall be deemed to be contiguous.) Developer presently owns a tract of land approximately forty (40) acres in size lying westerly of the property described in Exhibit "A". It is contemplated that, from time to time, portions of this tract will be added to the land subject to this Declaration and will be developed as part of The Inlets. In the event this or any other tract of land is added to the lands described in Exhibit "A", all of the provisions hereof shall apply to such tract to the same extent as they apply to the lands described in Exhibit "A".

Developer reserves the right, in its sole discretion, at any time and from time to time, to withdraw from the purview of this Declaration any property described in paragraph 2 above or any property subsequently added to the scope of this Declaration pursuant to the provisions of this paragraph, provided that withdrawal of such property shall not materially increase the annual assessment against property in The Inlets remaining subject to this Declaration.

5. **THE INLETS COMMON FACILITIES.** The Inlets Common Facilities shall be deemed to include the following:

(a) All real property (or interest therein) located in The Inlets which may hereafter be specifically set aside or deeded to The Inlets Common Facilities Corporation by Developer for the common use and enjoyment of all Owners in The Inlets as members of The Inlets Common Facilities Corporation;

(b) All easements for (i) the drainage system as may exist by virtue of this Declaration or other recorded instrument or plat; (ii) all roads and roadways; (iii) pedestrian sidewalks and walkways; (iv) bicycle paths; (v) street and pathway lighting; and (vi) parks and common open space;

(c) And any other utility or amenity areas or easements set aside for the benefit of all Owners.

Solely by way of illustration and not by way of limitation, The Inlets Common Facilities shall include: all recreational areas; private roads; the waters of all lakes, ponds and canals which function as part of the drainage system for The Inlets.

6. **THE INLETS COMMON FACILITIES - USE AND MAINTENANCE.** Each Owner of a Unit, lot or other parcel within The Inlets shall have the non-exclusive right to use and enjoy The Inlets Common Facilities as and when made available for general usage by Developer, subject to the following provisions:

(a) A nonexclusive and perpetual right of ingress and egress over and across all private roads, roadways, walkways and paths located within The Inlets shall be deemed to have been granted to each Owner (and their grantees) of property subject to this Declaration and their respective tenants, guests, invitees, public safety personnel, service providers and such other groups or persons as may be designated by Developer. Developer may grant similar rights from time to time to such other persons or groups as Developer may designate by instrument recorded in the Public Records of Sarasota County, Florida.

(b) In the event and to the extent that any portion of said private roads shall be dedicated to or otherwise acquired by any governmental agency on behalf of the public, the provisions of subparagraph (a) above shall thereafter be of no force and effect as to such portions so acquired.

(c) Developer shall have the sole right to control the water level and maintenance of all lakes, ponds, canals, drainage control devices and all other areas and apparatus comprising the drainage system for The Inlets.

(d) Developer reserves the right at any time and from time to time to transfer title to portions of The

Inlets Common Facilities to The Inlets Common Facilities Corporation as provided in paragraph 13 below.

(e) Developer shall have the right, in its sole discretion, to permit the use of any portion or portions of The Inlets by the general public or by such persons as Developer may designate.

(f) Subject to such rules and regulations as may be promulgated by Developer during the time it retains ownership of The Inlets Common Facilities, such common facilities may be used for purposes designated by Developer. Upon conveyance of title to said common facilities to The Inlets Common Facilities Corporation, Developer may impose additional restrictions on the usage thereof.

(g) No person shall, without the written approval of Developer, do any of the following on any part of The Inlets Common Facilities:

- (1) operate motorcycles for any purpose other than as a means of transportation on the private roads;
- (2) swim in any area other than in approved pools;
- (3) permit the running of animals;
- (4) light any fires except in designated areas;
- (5) fell any trees or injure any landscaping;
- (6) interfere with any drainage, utility or access easements;
- (7) build any structures other than recreational and other common facilities constructed or approved by Developer;
- (8) discharge any liquid or material, other than natural drainage, into any lake or pond;
- (9) alter or obstruct any lakes, ponds or watercourses; or
- (10) interfere with any water control structures or apparatus.
- (11) park vehicles in other than designated areas.

In addition to the rights reserved by Developer in other portions of this Declaration, Developer specifically reserves the right to prescribe and to record, from time to time hereafter, building and use restrictions for any area of The Inlets, including The Inlets Common Facilities, and to amend the same from time to time during Developer's ownership of such areas.

Ownership of each portion of The Inlets Common Facilities shall remain in Developer unless and until Developer shall transfer title thereto as hereinafter provided. Except for mortgage amortization and interest payments, The Inlets Common Facilities Corporation shall bear the entire burden, liability and expense set forth in and contemplated by the provisions of paragraph 7 herein with regard to The Inlets Common Facilities as if The Inlets Common Facilities Corporation were the actual owner of the same.

O.R. 1586 PG 2002

7. DUTIES OF THE INLETS COMMON FACILITIES CORPORATION.

The Inlets Common Facilities Corporation has been organized for the purpose of owning, operating, maintaining, managing and improving the common facilities of The Inlets and for the purpose of enforcing these Covenants as such rights of enforcement may be assigned to it from time to time by Developer. In the furtherance of such objectives, The Inlets Common Facilities Corporation shall have such powers and duties as are prescribed by its Articles of Incorporation and Bylaws, as the same may be amended from time to time, together with the power and duty, in the manner prescribed in its Bylaws, to levy annual maintenance assessments and to enforce collection thereof. Each budget adopted by The Inlets Common Facilities Corporation pursuant to its Bylaws shall be sufficient to enable it to carry out its purposes, which shall include the following:

(a) Taxes. To make payment of all ad valorem taxes, personal property taxes and assessments and other governmental levies and charges, of whatsoever kind and nature, which are assessed, levied, confirmed, imposed or charged against The Inlets Common Facilities; provided, however, that the obligation to pay taxes as to any common facilities not covered by this Declaration as of the date of this Declaration shall commence as to each such particular common facility as of the date it is brought under this Declaration by appropriate addendum.

(b) (i) Insurance. To pay for casualty, liability and any other form of insurance determined by The Inlets Common Facilities Corporation to be necessary or desirable, and in such amounts as may be appropriate.

(ii) Reconstruction and Repair After Casualty. In the event of damage or destruction by casualty to property for which The Inlets Common Facilities Corporation has the responsibility for repair and maintenance, The Inlets Common Facilities Corporation covenants that the property shall be reconstructed or repaired immediately and the funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds from insurance and funds collected by The Inlets Common Facilities Corporation from assessments as provided herein, shall be disbursed in payment of such costs in the manner determined by the Board of Directors of The Inlets Common Facilities Corporation. The repair or reconstruction must be substantially in accordance with the original plans and specifications for such improvement or, in the absence thereof, in accordance with the plans and specifications approved by the Board of Directors of The Inlets Common Facilities Corporation and institutional first mortgagee holding a mortgage on the improvement. If the insurance proceeds are not sufficient to defray the anticipated costs of repair or reconstruction as determined by reliable and detailed cost estimates obtained by The Inlets Common Facilities Corporation, or if at any time during repair or reconstruction the funds for payment of the cost thereof are insufficient, assessments shall be made by The Inlets Common Facilities Corporation against the Owners of each residential lot, dwelling or Condominium Unit within the property described in paragraph 3 above in an amount sufficient to provide the funds for the payment of said costs.

(c) Repairs and Maintenance. To pay all expenses required for the operation, maintenance, improvement and replacement of The Inlets Common Facilities, as described in paragraph 5 above, including without limitation, lakes, bridges, lighting, horticultural improvements, aquatic

plant control and, to the extent permitted by law, navigable canals and waterways.

(d) Utility Charges. To pay any and all utility charges incurred in connection with the operation of The Inlets Common Facilities, including without limitation, street lighting expenses.

(e) Security. To provide private police protection, night watchmen, guard and gate services, including the payment of the cost of construction, repair and maintenance of entrance gates and gatehouses, but only when and to the extent authorized by The Inlets Common Facilities Corporation.

(f) Professional and Employee Services. To provide for engineering and accounting services, legal services and such other professional and employee services as may be deemed appropriate by The Inlets Common Facilities Corporation.

(g) Contingency Funds. To provide a reasonable contingency fund for the ensuing year and shall provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement and capital replacements.

(h) Operating Expenses. To pay the operating expenses of The Inlets Common Facilities Corporation, including compensation of officers and directors and/or reimbursement of actual expenses incurred by officers and directors, if authorized by the Board of Directors of The Inlets Common Facilities Corporation, and to repay any funds borrowed by The Inlets Common Facilities Corporation for any of its lawful purposes, including interest thereon, or make such other expenditures as may be deemed necessary or desirable by the Board of Directors of The Inlets Common Facilities Corporation for the purpose of accomplishing the intent, purposes and objectives set forth in this Declaration.

8. MEMBERSHIP PARTICIPATION AND VOTING IN THE INLETS COMMON FACILITIES CORPORATION. Each Owner subject to assessment as provided in paragraph 3 above shall be required to become a member of The Inlets Common Facilities Corporation and to maintain such membership in good standing. Membership shall be automatically acquired upon acquisition of the fee simple title to any such Property in The Inlets (without necessity of reference thereto in any deed or other conveyance or transfer of title) and shall be automatically terminated upon the sale or other transfer of title to such Property. The purposes, objectives and powers of The Inlets Common Facilities Corporation are set forth in detail in its Articles of Incorporation and Bylaws.

Each Owner of property within The Inlets shall be entitled to one (1) vote in The Inlets Common Facilities Corporation for each Condominium Unit, lot, tract or parcel of land owned by him, which shall be exercised only by that Owner or his proxy and in the manner prescribed in the Bylaws of The Inlets Common Facilities Corporation.

Pursuant to the Articles of Incorporation of The Inlets Common Facilities Corporation, Developer has reserved the right to appoint a majority of the Board of Directors of said Corporation.

9. ANNUAL MAINTENANCE ASSESSMENT. An annual maintenance assessment shall be levied against the property subject to assessment by the terms of paragraph 3 above. The assessment of such Property or portion thereof shall be based on "Assessment Shares", as determined in accordance with the provisions of paragraph 9(c) below:

(a) The Board of Directors of The Inlets Common Facilities Corporation shall approve an annual budget of projected anticipated income and estimated expenses for each fiscal year. Unless otherwise established by said Board of Directors, one-twelfth (1/12th) of the annual maintenance assessment levied against each Unit, lot or other parcel of land located within the Property shall be due and payable in advance to The Inlets Common Facilities Corporation on the first day of each month of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the Property, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid within thirty (30) days after the same are due shall bear interest from the due date at the highest rate of interest permitted by law, and shall be subject to such late charge as may be established by uniform rules and regulations of the Board of Directors.

(b) The Inlets Common Facilities Corporation shall have a lien against each Unit, lot or other parcel located within said Property for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by The Inlets Common Facilities Corporation incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Sarasota County, Florida, by filing a claim therein which states the legal description of the Unit, lot or other parcel and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. All such liens shall be subordinate to the lien of institutional first mortgages recorded prior to the date of recording the claim of lien. Such institutional first mortgagees who obtain title to a Unit, lot or other parcel of land located within said Property through mortgage foreclosure or by acceptance of a deed in lieu of foreclosure shall not be liable for the share of any assessment pursuant to paragraph 9(a) assessed to such Unit, lot or parcel unless such share is secured by a claim of lien for assessment recorded prior to the recording of the mortgage. All such claims of lien may be foreclosed by a suit brought in the name of The Inlets Common Facilities Corporation in like manner as a foreclosure of a mortgage on real property. The Inlets Common Facilities Corporation may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same.

(c) The share of the total assessment or special assessment allocable to each Unit, lot or other parcel located within said Property shall be determined as follows:

(1) There shall be allocated to said Property a total of three hundred four (304) "Assessment Shares". Said total corresponds to the maximum number of residential dwelling units that may be constructed on said Property.

(2) From time to time hereafter, portions of said Property may be subdivided or submitted to condominium ownership by Developer.

(i) Upon the recording of a subdivision plat of any portion of said Property, there

shall automatically be allocated to each lot in such subdivision one (1) Assessment Share; provided, however, that no Assessment Shares shall be allocated to any tract of land included in such subdivision plat that is not intended as a building lot for a single dwelling unit. An allocation of Assessment Shares to any such tract shall occur only upon the replatting of such tract or portion thereof as a subdivision or the submission of such tract or portion thereof to condominium ownership.

(ii) Upon the submission to condominium ownership of any portion of said Property, there shall be allocated to each unit in such condominium one (1) Assessment Share; provided, however, that in the case of any phase condominium no Assessment Share shall be allocated to any unit in any subsequent phase until such phase is added to the condominium by appropriate amendment of the Declaration of Condominium.

(3) All Assessment Shares not allocated to subdivision lots or condominium units shall be allocated to all unplatted portions of said Property. In no event, however, shall the total Assessment Shares allocated to subdivision lots, condominium units and unplatted parcels exceed the total number stated in subparagraph 9(a) above.

(4) The combination of any two (2) or more subdivision lots or condominium units into a single lot or unit shall not vary the number of Assessment Shares allocated to such lots or units by the original subdivision plat or Declaration of Condominium.

(5) Developer reserves the right to apportion to any unplatted parcel or parcels located within said Property such number of the total Assessment Shares allocated to all such unplatted parcels as Developer, in its sole discretion, deems appropriate. Developer may, from time to time, execute instruments making any such apportionment, which instruments, upon recordation thereof in the Public Records of Sarasota County, shall be binding upon the parcels affected thereby. In the event any such instrument is recorded, the number of Assessment Shares apportioned to the parcel affected thereby shall thereafter be the maximum number of dwelling units that may be constructed on such parcel.

(d) The unplatted portions of said Property shall not be subject to assessment as hereinabove provided, notwithstanding the allocation of Assessment Shares to such portions. It is the express intention of the Developer that only those portions of said Property which are subdivided or submitted to condominium ownership pursuant to the provisions of paragraphs 3 and 4 above shall be subject to assessments.

10. DEVELOPER OWNED FACILITIES. The Developer contemplates that a portion of the land developed as part of The Inlets described in paragraph 2 above will not be used for residential purposes nor will same be part of The Inlets Common Facilities. A portion of the land may be used for purposes such as, but not limited to, a marina facility and other amenities. In the event a marina or other facility is so developed within The Inlets, the lands upon which said facil-

ities are developed shall have the benefit of all easements created herein including, without limitation, easement for access, drainage and utilities.

O. R. 1586 PG 2006

11. ASSIGNMENT OF RIGHTS AND DUTIES. Developer reserves the right to assign and delegate to The Inlets Common Facilities Corporation any and all of its rights, title, interest, duties and obligations created by this Declaration, and The Inlets Common Facilities Corporation agrees to accept such assigned or delegated rights, title, interest, duties and obligations, it being understood that The Inlets Common Facilities Corporation has been formed for the purposes of enforcing these Covenants; operating, maintaining and improving the common areas of The Inlets; and carrying out any other obligations and duties required of it as a property owners' association or necessary or desirable in order to effectuate proper development, operation and management of the community known as The Inlets.

12. ARCHITECTURAL CONTROL. No building to be located on any platted subdivision lot shall be commenced nor shall any structural or exterior repair, additions, modifications or rebuilding of or to any existing improvement be undertaken until the construction plans and specifications and a plan showing the exact improvement to be constructed and/or work to be performed have been approved by Developer as to the quality of workmanship and material, harmony of external design and appearance independent of all with existing structures, and as to the location with respect to topography and finished grade elevation. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed unless approved by Developer. No fence, walls or hedge shall be erected or placed on any lot unless similarly approved. The purpose hereof is to maintain The Inlets with the same appearance as when completed by Developer and any of the foregoing which, in the sole opinion of Developer, will not improve or enhance such appearance, will be denied. Approval or disapproval shall be granted within thirty (30) days and in writing.

Developer may assign this architectural control to The Inlets Common Facilities Corporation at any time but shall not be required to assign this architectural control until all of the residential lots or Condominium Units in The Inlets have been sold by the Developer.

13. TRANSFER OF TITLE TO THE INLETS COMMON FACILITIES CORPORATION. The Developer shall convey those portions of The Inlets Common Facilities that are to be conveyed by deed to The Inlets Common Facilities Corporation, at no additional charge, to The Inlets Common Facilities Corporation no later than:

(a) Thirty (30) days after the Developer shall have sold all of the platted subdivision lots and Condominium Units contemplated to be built in The Inlets, or

(b) No later than thirty (30) days after Developer shall declare to The Inlets Common Facilities Corporation in writing that it has ceased and terminated its sale and marketing program and no longer offers any platted subdivision lots or Condominium Units in The Inlets for sale in the normal course of business.

(c) In no event later than December 31, 1990.

Such conveyance shall be according to the terms and conditions contained in paragraph 14 below.

14. TITLE TO PROPERTY. Prior to conveyance, the interest of The Inlets Common Facilities Corporation in The Inlets Common Facilities shall be subject to:

(a) The title and rights of the Developer, its successors or assigns, and the terms, conditions and provisions of this Declaration.

(b) All easements which have been or which may hereafter be created by the Developer, or joined in by the Developer for the purpose of providing for utilities, passage or other use designed to permit the full utilization and enjoyment of The Inlets Common Facilities by the members of The Inlets Common Facilities Corporation.

(c) The lien of any institutional first mortgagee in connection with any mortgage now existing or hereafter created encumbering the Property.

At time of conveyance, Developer shall convey free and clear fee simple title to The Inlets Common Facilities Corporation by special Warranty Deed subject only to easements and restrictions of record and easements created by this Declaration; easements or other rights reserved by the Developer in the deed of conveyance providing for utilities, passage or other uses designed to permit full utilization and enjoyment of The Inlets Common Facilities by all Unit Owners in The Inlets; the terms and conditions of each Declaration of Condominium, as amended, and all Exhibits thereto of each condominium and/or subdivision plat located within The Inlets, as recorded in the Public Records of Sarasota County, Florida; and the terms of this Declaration.

15. DEDICATION TO PUBLIC. Until such time as title is conveyed to The Inlets Common Facilities Corporation, Developer shall have the sole and absolute right at any time, without necessity of approval by The Inlets Common Facilities Corporation, but with the approval of the Board of Commissioners of Sarasota County, Florida, to dedicate to the public all or any part of said private roads in The Inlets, as well as any other portion of The Inlets Common Facilities deemed appropriate by Developer.

16. RESERVATION OF EASEMENTS. Developer hereby reserves unto itself, its successors and assigns, a perpetual, alienable and releasable nonexclusive easement, right and privilege (a) on, over and under the right-of-way of any of said private roads, sidewalks and pathways in The Inlets for ingress and egress and to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches and swales, underdrains, and other suitable equipment and appurtenances for these purposes, or for other equipment and appurtenances pertaining to the installation, maintenance, transmission and use of electricity, telephone, television signal transmission, gas, street lighting, water and any other utilities or conveniences to be placed on, in, over and under the right-of-way of said roads and sidewalks; (b) on, over and under any Property lying between any private road and any lake, pond, canal or ditch serving as part of The Inlets' drainage system, for pedestrian and vehicular ingress and egress to such lake, pond, canal or ditch, and for the erection, construction, maintenance and use of drainage lines, pipes, ditches, swales and other drainage devices, provided, however, that in the event Developer exercises its rights under this easement over

any area of any property platted as a subdivision or condominium which has not been specifically reserved on such plat as an area subject to a drainage easement, Developer shall repair any damage to such area occasioned by Developer's actions and shall restore such area as nearly as practicable to its condition prior to Developer's actions; and (c) on, over and under all property lying within fifteen (15) feet of the top of the bank of all lakes, canals and ponds for access to and maintenance of all portions of such lakes, canals and ponds, and for installation and maintenance of drainage control devices and apparatus, provided, however, that if Developer should, in the exercise of its rights under this easement, damage any Property subject to this easement, Developer shall repair such damage and restore such Property as nearly as practicable to its condition prior to Developer's actions.

17. **MAINTENANCE OF LAWNS AND LANDSCAPING.** Because of the proximity of the residential dwellings within The Inlets Project, and in order to insure all owners of property in The Inlets that the grounds, lawns and landscaping in The Inlets are properly maintained and cared for, The Inlets Common Facilities Corporation shall maintain and care for all lawns, trees and landscaped areas in any condominiums or subdivisions within The Inlets until it shall determine to no longer maintain same. The budget for The Inlets Common Facilities Corporation shall provide for the anticipated expenses for the care and maintenance of said lawns, trees and landscaped areas. The Inlets Common Facilities Corporation shall provide in its budget to enable it to properly care and maintain said lawns, trees and landscaped areas. The Inlets Common Facilities Corporation shall have the right, in its sole discretion, to assign and delegate to the condominium association managing the affairs of the various condominiums within The Inlets and to the homeowners association established for said purpose in regard to any subdivisions within The Inlets the obligation to maintain said lawns, trees and landscaped areas, at which time said entities shall be responsible for such care and maintenance and shall appropriately assess the respective condominium unit owners and subdivision lot owners for said expense. Notwithstanding any other provisions to the contrary set forth herein, upon said assignment and delegation, the owners of the lots and condominium units governed by said Association(s) shall not be liable or responsible for the payment of that portion of the budget and assessments of The Inlets Common Facilities Corporation relating to the maintenance provided for in this paragraph.

18. **COVENANTS TO RUN WITH THE TITLE TO THE LAND.** These covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property subject to this Declaration and shall remain in full force and effect until terminated in accordance with the provisions of paragraph 19 hereof or otherwise according to the laws of the State of Florida.

19. **TERM.** These Covenants shall be binding upon all Owners of Property in The Inlets and shall continue in full force and effect for a period of fifty (50) years from the date hereof, after which time they shall be deemed to be automatically extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period a written instrument terminating said Covenants, in whole or in part, has been approved by affirmative vote of sixty-six and two-thirds percent (66-2/3%) of the members of The Inlets Common Facilities Corporation and the written consent of the Developer.

20. **SUPPLEMENTS.** Developer reserves the right to adopt supplemental covenants and restrictions with respect to The Inlets or any portion thereof, so long as such supplemental covenants and restrictions do not conflict with the terms and provisions herein set forth.

O. R. 1586 PG 2009

21. AMENDMENTS. Until such time as Developer shall have conveyed title to all platted subdivision lots or Condominium Units within The Inlets, no amendments to this Declaration shall be effective without its written consent. By acceptance of a deed to a platted subdivision lot or Condominium Unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any lot or Unit, that Developer shall have the right and irrevocable power to amend this Declaration as may be necessary or desirable from time to time prior to the conveyance of all lots or Units by Developer. All amendments shall reasonably conform to the general purposes of the covenants and restrictions set forth herein. Such amendments may include, without limitation, amendment to (a) correct any errors or omissions in the Declaration or any exhibits hereto; (b) make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (c) gain acceptance or approval of any institutional mortgage lender (including the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation) or title insurer. This Declaration may be amended by The Inlets Common Facilities Corporation upon affirmative vote of 66-2/3% of the members of same and upon the written consent of the Developer so long as the Developer owns lots or condominium units within The Inlets.

22. INVALIDATION. The invalidation of any provision or provisions of these covenants and restrictions by lawful court order shall not affect or modify any of the other provisions of these covenants and restrictions, which other provisions shall remain in full force and effect.

23. USAGE. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed this 29 day of April, 1981. *JML*

Signed, sealed and delivered in the presence of:

Martin J. Ingelino
Hollie A. Taylor

TARTAN GULF COAST DEVELOPMENT CORPORATION, a Florida corporation

By William J. McNally, Pres.
AS President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared WILLIAM J. McNALLY, President of TARTAN GULF COAST DEVELOPMENT CORPORATION, a Florida corporation, who executed the foregoing Declaration of Covenants and Restrictions for The Inlets, and that same was executed for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 29 day of April, 1981.

Barbara A. White
Notary Public
My Commission Expires:

-12- Notary Public State of Florida at Large
My Commission Expires September 28, 1986
Bonded By U.S. Fire Insurance Co.

LEMONDE  BISCAYNE

2010

O.R. 1586 PG

LAND PLANNERS

CONSULTING ENGINEERS

LAND SURVEYORS

DESCRIPTION OF LANDS EAST OF CANAL LESS TRIANGULAR PARCEL;

Commence at the Northwest corner of Section 36, Twp. 38 South, Rge. 18 East, Sarasota County, Florida; thence North 89° 59' 42" East along the North line of said Section 36 for a distance of 1315.87 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 36; thence South 0° 54' 55" West along the East line of said Northwest 1/4 of the Northwest 1/4 of Section 36 for a distance of 1270.36 feet; thence North 87° 44' 05" East along the center of an existing channel, 1062.12 feet; thence South 31° 30' 12" West 451.33 feet; thence South 19° 51' 27" West 317.13 feet for a point of beginning; thence South 64° 57' 04" East, through an existing lake, 474.14 feet; thence South 64° 21' 49" East 53.55 feet to the Northwest corner of lands described in Deed Book 249, Page 446; thence South 0° 06' 59" East, along the Westerly bounds of said lands, 152.41 feet; thence North 89° 53' 01" East 1178.54 feet to the Westerly right-of-way line of U.S. 41 (S.R. No. 45) said point being a point on a curve concave to the Southwest, having a radius of 1817.86 feet; thence Southeasterly along the arc of said curve, 90.72 feet through a central angle of 2° 51' 34", chord bearing South 28° 14' 47" East; thence departing said Westerly right-of-way line South 89° 53' 01" West 361.80 feet; thence South 0° 06' 59" East 296.83 feet to the North line of Nokomis Heights Subdivision, recorded in Plat Book 1, Page 177, Public Records of Sarasota County, Florida; thence South 89° 53' 01" West along said North line and continuation thereof, 504.53 feet to a point being South 89° 53' 01" West 400.00 feet from the Northwest corner of Block "C" of said Nokomis Heights Subdivision; thence South 0° 06' 59" East along the bounds of lands described in O.R. Book 955, Page 447, Public Records of Sarasota County, Florida, 142.60 feet to the Northerly right-of-way of Avenida De La Isla (O.R. Book 839, Page 1114, Tract 1); thence South 89° 53' 01" West along said Northerly right-of-way for a distance of 268.00 feet to the Northwest corner of above described Avenida De La Isla; thence South 0° 06' 59" East for a distance of 325.87 feet to the Northerly right-of-way of Avenida Bahia (O.R. Book 839, Page 1114, Tract II); thence South 89° 53' 01" West along said Northerly right-of-way for a distance of 395.08 feet to the Northwest corner of Avenida Bahia; thence South 0° 06' 59" East for a distance of 322.10 feet to the Northerly right-of-way of Avenida De La Palma (O.R. Book 839, Page 1114, Tract III); thence South 89° 53' 01" West along said Northerly right-of-way and extension thereof for a distance of 82.00 feet + to the Northerly water line of an existing canal; thence Westerly meandering along the Northerly waters 677 feet +; thence North-easterly meandering along the Easterly water line 1686 feet + to the point of beginning.

All lying and being in Section 36, Township 38 South, Range 18 East, Sarasota County, Florida.

Contains 35.9 Ac. ±

FOR: THE INLETS
DATE: APRIL 17, 1982
FILE NO. 81-11-29

8017 SOUTH TAMMAM TRAIL -- VENICE, FLORIDA 33585 -- TEL: (813) 485-1000

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RECORDED
APR 18 1 58 PM '82
SARASOTA COUNTY, FLA.

EXHIBIT "A" TO DECLARATION
OF COVENANTS AND RESTRICTIONS