

## Flamingo Cay's Deed Restrictions

Flamingo Cay was developed in the 1960's and 1970's as a Deed Restricted community. The original **Declaration of Restrictions, Limitations, Conditions, and Agreements** was used by the developer to define the appearance and usage of our community as the lots were sold and improved. The lots in Flamingo Cay were first developed on the east side [First Unit] and then on the west side [Second Unit]. Many of our community's attractive features — especially its saltwater canals — are a result of being developed when coastal building regulations were more relaxed. It is unlikely that developers would be able to get permits to dig and dredge such wide channels in a mangrove waterfront area today.

The Declaration of Restrictions - which apply to all lots in Flamingo Cay and transfer to new owners upon sale - were administered by the developer until August of 1972 when they were signed over to the homeowner's association, Flamingo Cay Association, Inc. This action gave the owners in Flamingo Cay the ability to self-govern the restricted covenants that apply to all lot owners in our community. These restrictions were amended and restated in July of 1995 and then revitalized under Florida Statute Section 720.407 by an overwhelming majority of lot owners in April 2021.

Our current **Amended and Restated Declaration of Restrictions, Limitations, Conditions, and Agreements** are approved by the State of Florida and recorded in the County of Manatee.

### At A Glance

#### **AMENDED AND RESTATED DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS, AND AGREEMENTS FOR FLAMINGO CAY SUBDIVISION, FIRST UNIT, AND FLAMINGO CAY SUBDIVISION, SECOND UNIT**

This Amended And Restated Declaration of Restrictions, Limitations, Conditions, and Agreements For Flamingo Cay Subdivision, First Unit, and Flamingo Cay Subdivision, Second Unit (the "Declaration") is made this 10<sup>th</sup> day of July, 1995, by a majority of the Owners of Lots in the Flamingo Cay Subdivision, First Unit, and Flamingo Cay subdivision, Second Unit, (collectively the "Subdivisions"), by and through their representative entity, Flamingo Cay Association, Inc., a Florida corporation not-for-profit (the "Association"), with reference to the following recitals of fact:

### **RECITALS:**

- A. Flamingo Cay Subdivision, First Unit, was created by Subdivision Plat recorded in Plat Book 13, commencing at Page 34, of the Public Records of Manatee County, Florida.
- B. Flamingo Cay Subdivision, Second Unit, was created by Subdivision Plat recorded in Plat Book 15, Page 9, of the Public Records of Manatee County, Florida.
- C. The Lots located in Flamingo Cay Subdivision, First Unit, are subject to certain restrictive covenants set forth in that certain Declaration of Restrictions, Limitations, Conditions, and Agreements recorded in Official Records Book 116, commencing at Page 105, of the Public Records of Manatee County, Florida.
- D. The Lots Located in Flamingo Cay Subdivision, Second Unit, are subject to certain restrictive covenants set forth in that certain Declaration of Restrictions, Limitations, Conditions, and Agreements recorded in official Records Book 263, commencing at Page 33, of the Public Records of Manatee County, Florida.
- E. The Association was created by Articles of Incorporation filed with the Florida Department of State on March 30, 1971. Membership in the Association is limited to Owners of Lots in the Subdivisions.
- F. On August 29, 1972, Sarasota Federal Savings and Loan Association, as successor to the developer of the Subdivisions, assigned to the Association all developer rights pursuant to the Declarations of Restrictive Covenants for Flamingo Cay Subdivision, First Unit, and Flamingo Cay Subdivision, Second Unit. Said Assignment is set forth in that certain Assignment of Rights by Developer recorded in Official Records Book 579, commencing at Page 729, of the Public Records of Manatee County, Florida (the "Assignment of Developer Rights").
- G. The Declarations described in Recitals C and D above were merged and amended in 1991 as evidenced by that certain Certificate of Amendment recorded in Official Records Book 1330, commencing at 0650, of the Public Records of Manatee County, Florida.
- H. In order to preserve, protect, and enhance the value of the Lots located within the Subdivisions, a majority of the Owners of Lots in the Subdivisions desire to further amend the declarations described in Recitals C and D above, and restate such declarations into this single document which shall hereafter govern all Lots located withing the Subdivisions.

NOW, THEREFORE, it is hereby declared that all of the Lots located within the Subdivisions shall hereafter be owned, held, occupied, and otherwise dealt with subject to the easements, covenants, restrictions, reservations, limitations, and conditions set forth herein, each and all of which are: (1) for the benefit of each Lot within the Subdivisions and each Owner of any portion thereof; (2) constitute covenants running with the land or equitable servitudes upon the land, as the case may be; and (3) are binding upon all Owners of Lots in the Subdivisions, their grantees, devisees, mortgagees, heirs, personal representatives, successors and assigns. Both the burdens imposed, and the benefits granted hereunder shall run with each Lot in the Subdivisions<sup>3429</sup>.

### **ARTICLE I**

## **DEFINITIONS**

- 1.1 **Definitions in Preamble and Recitals.** The abbreviations and definitions set forth in the Preamble and Recitals of this Declaration shall be used for purposes of this instrument, which Preamble and Recitals are incorporated herein by reference.
- 1.2 **Further Definitions.** The following additional definitions shall govern the construction of this Declaration.
- (a) "Articles" shall mean the Articles of Incorporations of the Association, as amended from time to time.
  - (b) "Board" shall mean the Board of Directors or other representative body responsible for administration of the Association.
  - (c) "Building" shall mean any permanent improvement to be constructed on a Lot, or in a canal, bayou, or bay adjoining a Lot, excluding only (1) landscaping improvements, (2) driveways and walkways, (3) necessary repairs to existing improvements which do not expand, enlarge, or change the configuration of exterior location of improvements already existing on the Lot, and (4) permitted Replacements, as that term is defined in Sections 4.02. The term "Building" specifically includes Out Buildings which are otherwise permitted by Subsection 3.01 (k).
  - (d) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.
  - (e) "Design Review Committee" shall mean the committee appointed by the Board to review and approve proposed improvements to a Lot, as set forth in Article IV hereof.
  - (f) "First Unit" shall mean Flamingo Cay Subdivision, First Unit, as described in Recital A.
  - (g) "Governmental Bodies" shall mean all governmental bodies, agencies, or entities which have jurisdiction over the Subdivisions, or any portion thereof.
  - (h) "Lot" shall mean each parcel of real property within the Subdivisions, whether improved or unimproved, as designated on the respective plats for the Subdivisions. After a lot has been improved, the term shall also include the Improvements constructed thereon.
  - (i) "Member" shall mean the Owner of a Lot who has fulfilled all membership requirements of the Association pursuant to the Articles and Bylaws.
  - (j) "Original Declarations" shall collectively mean the declarations described in Recitals C and D above.
  - (k) "Owner" and "Lot Owner" shall mean the owner, from time to time, of a vested, present, fee simple interest in a Lot.
  - (l) "Second Unit" shall mean Flamingo Cay Subdivision, Second Unit, as described in Recital B.

## **ARTICLE II**

## **THE ASSOCIATION**

2.01 **Association Membership.** Membership in the Association is limited to Lot Owners. Membership in the Association shall automatically terminate upon an Owner's sale of his Lot. Lot Owners are not required to become Members of the Association as a condition to owning a Lot. However, the Association is the only formal entity created to represent the common interests of the Lot Owners. Therefore, membership in the Association is deemed beneficial to Lot Owners, and all Lot Owners are encouraged to become Members.

2.02 **Enforcement of Declaration by Association.** One of the purposes of the Association is to provide an entity empowered to enforce this Declaration pursuant to the Assignment of Developer Rights. The annual income of the Association will be subject to fluctuations which are beyond the control of the Board. Therefore, although the Association shall have the right to enforce this Declaration, it shall have no obligation to pursue such enforcement, and the Association and the Board shall have no liability for failure to enforce the Declaration in any particular instance. The manner in which the Association elects to pursue enforcement of this Declaration shall be governed by the Articles and Bylaws.

## **ARTICLE III**

### **PERMITTED AND PROHIBITED USES**

3.01 **Restrictive Covenants.** The Lots shall be subject to the following protective restrictions, limitations, conditions, and agreements:

(a) **Nuisances.** No unlawful or offensive activity shall occur or be carried on upon a Lot or any part thereof, nor shall anything be done on any Lot which may be or may become an annoyance or a nuisance to another Lot or another Lot Owner.

(b) **Residential Use.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed two stories in height, and an attached garage. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted or carried on upon any Lot or any part thereof, or in any structure erected thereon. The definition of two stories shall be determined by reference to the building codes of Manatee County, Florida, as amended from time to time, provided, however, the two-story height limitation shall only be applicable to new construction.

(c) **Garages.** Garages shall be large enough to park two passenger vehicles with the garage door closed and must be attached to the dwelling constructed on the Lot; provided, however, this requirement shall only be applicable to new construction.

(d) **Minimum Floor Space.** Each Dwelling located on a Lot within the First Unit shall contain not less than 1,000 square feet of livable, enclosed floor area exclusive of garages, carports, open or screened porches, terraces, patios, and porte-cocheres. Each dwelling located on a Lot within the Second Unit shall contain not less than 1,200 square feet of livable, enclosed floor area exclusive of garages, carports, open or screen porches, terraces, patios, and porte-cocheres.

(e) **Further Subdivision.** No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the respective plats for each of the Subdivisions. A residential site may consist of one or more Lots; all of one Lot; one Lot and a part of a contiguous Lot or Lots; or any other combination of contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that such plot of land extends from the fronting street to an existing real property line or canal. Notwithstanding the foregoing, no reconfigured Lot shall have a front or rear dimension which is less than the front and rear dimension of the smallest adjoining Lot, no reconfigured Lot in the First Unit shall have an area less than 9,000 square feet, and no reconfigured Lot in the Second Unit shall have an area less than 8,500 square feet.

(f) **Docks.** No docks, boat slips, piers, jettys, or seawalls of any kind may be erected in the canals, bayous, or bay adjoining the Lots which extend more than five feet or less than four feet beyond the seaward face of the seawall. No construction may be commenced beyond the seaward face of any seawall without first obtaining the written approval of the Design Review Committee. Davits and boat lifts are specifically permitted.

(g) **Exterior Maintenance.** Each Owner shall maintain the exterior of all improvements located upon his Lot in a sightly manner consistent with the general appearance and condition of other improvements located within the Subdivisions.

(h) **Animals.** No animals, livestock, or poultry of any kind may be bred, raised, or kept on any Lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and they do not cause an unreasonable nuisance or annoyance to other Owners. All animals permitted pursuant to this subparagraph shall be kept on a leash except when they are within a fenced or other enclosed area. All pet owners shall be fully responsible for the actions of their pets.

(i) **Signs.** No sign or billboard of any kind shall be placed on any Lot except directional, traffic, and identification signs installed by Governmental Bodies or the Association, one professional sign of no more than four square feet advertising the Lot for sale or rent, open house signs on the Lot which is for sale, and constructions signs while improvements are being constructed on the Lot. Signs must be maintained in good and legible condition, and the information contained on such signs must be current.

(j) **Wells.** No private wells shall be installed, maintained, constructed, or used on any Lot.

(k) **Out Buildings.** No servant's quarters, out buildings, or other structures, temporary or permanent, shall be erected, constructed, or maintained upon any Lot except garden sheds not exceeding 80 square feet in size. Such garden sheds shall not be air conditioned or heated, or used as sleeping quarters. Garden sheds shall be subject to the same maintenance standards applicable to other structures located upon the Lots.

(l) **Fences and Walls.** No fences, walls, or other artificial enclosures or dividers of any kind exceeding three feet in height shall be constructed, permitted, or maintained within twenty feet of any canal, bay, or bayou. Fences, walls, and other enclosures or dividers more than twenty feet from any canal, bay or bayou may be constructed to a height of five feet. All fences, walls, and other enclosures

and dividers shall be constructed only of wood, masonry, or other materials as approved by the Design Review Committee.

(m) **Set-Backs.** The plats for the Subdivisions include rear set-backs of either fifteen feet or twenty feet for each Lot. Such set-backs shall only apply to artificial structures exceeding three feet in height when measured from natural grade; provided, however, each Lot shall remain subject to rear set-backs established by Governmental Bodies from time to time.

(n) **Parking.** Vehicles shall not be parked anywhere on a Lot except in a garage or carport, or on a concrete or asphalt driveway (collectively the “parking areas”).

(o) **Commercial and Recreational Vehicles.** Except as set forth below, only conventional passenger automobiles may be parked on the Parking Areas of a Lot. A “conventional passenger automobile” shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, mini vans, or pickup trucks which do not exceed eighteen feet in length, and utility vehicles such as Ford Broncos, Chevrolet Blazers, Jeeps, and similar vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars, and the like. All other motor vehicles, including but not limited to commercial vehicles (defined as any vehicle primarily used in a trade or business or having advertising or promotional information, symbols, or materials affixed thereto), trucks (defined as any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks and vans exceeding eighteen feet in length), motorcycles, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, and any and all other vehicles other than the aforescribed conventional passenger automobiles shall be prohibited from parking in any Parking Areas. Notwithstanding the foregoing parking limitations, the following exceptions shall be made:

(1) Service vehicles may be temporarily parked in Parking Areas during the time they are actually servicing a home, but in no event overnight;

(2) Boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in Parking Areas when they are being actively loaded or unloaded;

(3) Motor homes and other recreational vehicles operated by persons residing outside of Sarasota or Manatee County, Florida, may temporarily park their vehicles in Parking Areas for no more than three (3) days in any calendar year.

(p) **Parking on Right of Way.** No vehicle shall be parked on the paved portion of any street right-of-way adjoining a Lot.

(q) **Disabled Vehicles.** No vehicle which cannot operate on its own power shall remain on a Lot for more than seven (7) consecutive days.

(r) **Clotheslines.** No clotheslines or other apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot unless completely obstructed from the view of other Lots by a hedge or other appropriate protective enclosure.

(s) **Landscaping.** That portion of each Lot, including the unpaved portion of any street right-of-way adjoining such Lot, that is not covered by dwellings, garages, carports, patios, walkways, garden sheds, and driveways, shall be maintained in good condition free of weeds, underbrush, and other unsightly growth or objects, and otherwise consistent with the general quality and character of the other Lots in the Subdivisions. Gravel yards are permitted but must be maintained in a condition reasonably equivalent to the condition when originally installed.

(t) **Rentals.** Lots may be rented only in their entirety: no fraction or portion may be rented. No home shall be leased, licensed, or timeshared (to include fractional ownership) for any type of consideration for a period of less than thirty (30) days per renter or occupant, with an exception for lots already providing short term rentals of not less than seven (7) days at a time. Such exception will be contingent on lot owners having registered their properties and having provided a copy of their Manatee County Tourist Tax Registration and a recent rental contract showing daily rentals dated between June 30<sup>th</sup>, 2021, and October 15<sup>th</sup>, 2021 to the Association Board of Directors. Such exceptions shall comply with a not less than seven (7) day rental restriction and exception status will expire upon sale or other conveyance of the Lot. Donated or auctioned stays at homes in which the owner receives no monetary compensation are required to meet the minimum length of stay requirements, but this does not apply to any stays by the owner or owner's family members. No home shall be rented, leased, licensed, or loaned for any type of consideration within twelve (12) months of taking title to a home. Occupancy is limited to three (3) people per bedroom. No short-term vacation rental signs are allowed. All leases shall include, or be deemed to include, a statement that all tenants and occupants shall comply with all rules and restrictions of the Association, including, but not limited to, the restrictive covenants of this Section 3.01.

3.02 **Grandfathering.** This Declaration is intended to clarify, update, and define the restrictions, limitations, conditions, and agreements set forth in the Original Declarations for the Subdivisions, and is not intended to create new substantive restrictions. Therefore, it is the intention of the Lot Owners that these covenants be construed in a manner consistent with the original intent and purpose of the covenants whenever possible, taking into consideration the nature, character, quality, and appearance of the Subdivisions which has developed over time. It is recognized that certain covenants have not been complied with in a uniform manner or consistently enforced by the Lot Owners or the Association. The Association shall have the right to take this fact into consideration when deciding whether enforcement action should be taken against violations of these covenants existing on the date this Declaration is recorded. Notwithstanding such previous violations, the recording of this Declaration shall constitute record notice to all Lot Owners that the covenants set forth in this Declaration remain in full force and effect, that violations of the covenants are subject to enforcement action as provided in this Declaration, that previous violations of the covenants by other Lot Owners shall not be deemed to constitute an amendment or revision to the covenants as set forth in this Declaration, and that enforcement of a violation of the covenants after the recording of this Declaration shall not be prohibited, impaired, or limited because of violations which may exist on the date this Declaration is recorded, or due to prior lack of enforcement.

**3.03 Enforcement.** In the event a Lot Owner violates or attempts to violate the restrictions set forth in this Article III, the Association and all other Lot Owners shall have the concurrent right to take any necessary actions, including filing suit, to enjoin such violations and for damages. If the Association is successful in any enforcement action against a Lot Owner, it shall be entitled to recover its reasonable costs and expenses in such action from the unsuccessful Lot Owner, including reasonable attorney's fees, paralegal fees, and fees incurred on appeal. If an action is commenced by one Lot Owner against another Lot Owner to enforce the restrictions set forth in this Article III, the prevailing party in such action shall be entitled to recover his reasonable costs and attorney's fees from the non-prevailing party. Failure of the Association or other Lot Owners to enforce any restrictions shall not constitute a waiver of the right and ability of the Association and other Lot Owners to later enforce such restriction.

**3.04 Partial Invalidity.** Should any court of appropriate jurisdiction determine that any restriction, or any portion of any restrictions, set forth in this Article III is invalid or unenforceable for any reason, such invalidity shall not affect the validity and enforceability of all remaining restrictions.

## **Article IV**

### **DESIGN REVIEW COMMITTEE**

**4.01 Authority of Association.** The Original Declarations for the Subdivisions provide that no building shall be erected, placed, or altered on any Lot until the building plans, specifications, and plot plan of such buildings was approved in writing by the developer of the Subdivisions. Pursuant to the Assignment of Developer Rights, such right of approval is now vested in the Association. The purpose of this Article is to provide a uniform procedure which will be followed by the Association in exercising its approval rights.

**4.02 Creation and Purposes of Design Review Committee.** A Design Review Committee (the "DRC") is hereby created for the purpose of reviewing and approving the construction, alteration, and replacement of buildings within the Subdivisions. As used herein, the term "Replace" (and all derivations of that term) shall mean reconstruction or repair of an existing Building, the cost which exceeds 50% of the value of that Building on the date construction of the Replacement is to commence. For purposes of applying the 50% standard, the Association and Lot Owners shall rely on the rules and regulations established by the Federal Emergency Management Agency to determine whether a non-conforming structure can be repaired. The DRC shall consist of not less than three members appointed by the Board. DRC members must be members of the Association. DRC members shall be appointed by the Board at each Annual meeting of the Board, and shall hold office for a term of one year and until their successors have been appointed or until their earlier resignation or removal from office. Members of the DRC may be removed at any time without cause by the Board. Members removed from the DRC shall be replaced by the Board at a meeting held in accordance with the Bylaws. Members of the Board may also serve as members of the DRC.

**4.03 Review of Proposed Construction.** No Building shall be erected, constructed, altered, or Replaced on any Lot in the Subdivisions until the plans, specifications, and plot plan for such Building have been



approved in writing by the DRC. The general purpose of such review shall be to determine that the proposed Building is in conformity and harmony with the general exterior design of other structures within the subdivisions including location of the Building on the Lot with respect to topography and finished ground elevation. In applying these general standards, the DRC shall have the right to take into consideration the nature, kind, shape, height, materials, location, schedule of construction, and any other matters which the DRC deems appropriate, consistent with the general purpose and intent of the review.

**4.04 Procedure to Obtain Approval.** Prior to commencing the construction of any building within the Subdivisions, the Lot Owner or his agent shall submit to the DRC three copies of the plans, specifications, and plot plan for the proposed Building, together with a written application containing such information as the DRC shall reasonably require to properly review the proposed Building (collectively the "Application"). Upon submission of Application, the DRC may require submission of additional documents and information prior to acting on the Application. The DRC may also issue rules or guidelines setting forth the general criteria which the DRC will follow in reviewing Applications. Until receipt by the DRC of all required documents, the DRC may postpone review of any documents submitted for approval. The DRC shall have thirty (30) days after delivery of all required materials to approve or reject any Application, and if not rejected within such thirty (30) day period, said Application shall be deemed approved; provided, however, the DRC may establish such longer time limits as may be necessary because of the volume and complexity of the documents being submitted to the DRC for review. The DRC may condition its approval as it deems appropriate.

**4.05 Meetings of the DRC.** The DRC shall meet from time to time as necessary to perform its duties hereunder. The majority vote of the DRC shall constitute the act of the DRC. The DRC may adopt a schedule of reasonable fees to cover the cost of processing Applications, which fees shall be subject to approval by the Board. The processing fee must be submitted with the Application.

**4.06 No Waiver of Future Approvals.** The approval by the DRC 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 the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted to the DRC for approval by the same Lot Owner or another Lot Owner.

**4.07 Services of Professionals.** The DRC shall have the power to engage the services of professional for compensation for the purpose of aiding the DRC in carrying out its responsibilities. The costs of such professional shall be included in the fees for processing Applications.

**4.08 Review of Work.** Review of work to ensure that construction is in compliance with approved plans shall proceed as follows:

(a) Within ten (10) days after the completion of any work requiring DRC approval, the Lot Owner or his agent (the "Applicant") shall give written notice of completion to the DRC:

(b) Within twenty (20) days after receipt of such notice, the DRC or its duly-authorized representative may review the work performed by the Applicant. If the DRC finds that such work was not completed in substantial compliance with its approval, it shall notify the Applicant in writing of such

non-compliance within said twenty (20) day period, specifying the particulars of such non-compliance. The Applicant shall have ten (10) days following receipt of such notice of non-compliance to commence and continuously pursue such action as may be necessary to remedy the non-compliance.

(c) If, upon the expiration of ten (10) days from the date of the non-compliance notification, the Applicant has failed to commence such action as is necessary to remedy such non-compliance, or if the Applicant fails to continuously pursue such remedy, the DRC shall notify the Board in writing of such failure. If the Board concludes that such non-compliance exists, it shall have the right to pursue enforcement action against the non-complying Lot Owner in the same manner as provided in Paragraph 3.03 above.

(d) If for any reason the DRC fails to notify the Applicant of any non-compliance within thirty (30) days after receipt of the written notice of completion from the Applicant, the Building shall be deemed to have been completed in accordance with the approved plans, specifications, and plot plan.

4.09 **Non-Liability of DRC Members.** Neither the Association, the DRC, nor any member thereof, shall be liable to the Association, an Owner, or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or non-performance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of a member, in which case only that member shall have liability. The DRC shall review and approve or disapprove all Applications solely on the criteria established by this Article IV. The DRC shall not be responsible for reviewing any proposed Building from the standpoint of quality of construction, structural safety, or conformity with building or other codes.

## **ARTICLE V**

### **AMENDMENT OF DECLARATION**

5.01 **Amendment by Owners.** This Declaration may be amended only upon the approval of a majority of the Owners. Amendments may be proposed either by a Lot Owner or the Association. Certification by an officer of the Association appended to an amendment shall be sufficient proof that the amendment was approved by a majority of the Owners without the necessity of the written consent or joinder of the Owners approving the amendment.

5.02 **Recordation of Amendment.** All amendments to the Declaration shall be recorded among the Public Records of Manatee County, Florida, and shall take effect on the date of recording unless the amendment specifically sets forth a different effective date.

## **ARTICLE VI**

### **GENERAL PROVISIONS**

**6.01 Duration.** The covenants and restrictions set forth in this Amended and Restated Declaration shall constitute covenants running with the land and shall be binding upon and inure to the benefit of and be enforceable by the Association or any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions set forth in this Declaration shall be effective for an initial term of ten (10) years from the date this Declaration is recorded, after which the time the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless at least three (3) months prior to the end of such period, or any successive ten (10) year period, an instrument is signed by not less than a majority of the Lot Owners agreeing to terminate the covenants and restrictions at the end of such ten (10) year period and recorded among the Public Records of Manatee County, Florida.

**6.02 Severability.** Whenever possible, each provision of this declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Declaration.

**6.03 Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws, and the Articles shall take precedence over the Bylaws.

**6.04 Terms.** As used herein, the singular shall include the plural, the plural shall include the singular, and each gender shall include the others where the context so requires.

**6.05 Certification of Approval.** The amendments contained within this Declaration have been approved by a majority of the Owners of Lots as evidenced by the Joinders attached hereto.