

**Declaration of Restrictions
of Emerald Gardens, A Subdivision**

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KAREN E. BUSHING
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SARASOTA COUNTY, FLORIDA
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Wen Y. Chung, as Trustee, being the owner and developer of Emerald Gardens, as per plat thereof recorded in Plat Book 33, Pages 23 and 23A of the Public Records of Sarasota County, Florida and which property is more particularly described as follows:

NW ¼ of the SE ¼ of Section 2 and the West 43' of Lot 3, Block 4, Section 2, T-37-S, R-18-E Bee Ridge Farms Subdivision, as per plat thereof recorded in Plat Book A, Page 40. Public Records of Sarasota County, Florida,

originally made the following Declaration of Restrictions ("Declaration" or "Restrictions") covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deranging title through the undersigned. These restrictions, during their life-time, shall be for the benefit of and limitation upon all present and future owners of the real property. Said Declaration of Restrictions was originally recorded in Official Records Book 2132, Pages 2805 through 2811, Public Records of Sarasota County, Florida. This Amended and Restated Declaration of Restrictions is an amendment of said Declaration and restated as amended in its entirety.

The EMERALD GARDENS HOMEOWNERS' ASSOCIATION, INC. by recorded instrument, reserves the right, from time to time, to subsequently amend, alter, or change these or subsequently filed covenants and restrictions, and use restrictions by filing an amendment thereto among the Public Records of Sarasota County, Florida.

The Emerald Gardens Homeowners' Association, Inc., hereinafter referred to as the "Homeowners' Association" or "Association", shall have the duty to enforce and require compliance with the provisions of this Declaration of Restrictions against property owners, their tenants and guests on behalf of the Homeowners' Association membership.

1. Land Use

No lot shall be used except for residential purposes. No business, trade, industrial or commercial use shall be made of or on a lot. However, an owner or tenant may conduct limited professional or business activities incidental to the primary use of the lot as a residence, if confined solely within the Lot, but only if the activity is in compliance with the home occupation ordinances and regulations of the county, and the activity cannot be seen, heard or smelled by other residents of the community, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the subdivision, nor shall any activity be permitted that would increase the insurance risk of other owners, or the Association, or constitute a dangerous activity or a nuisance. Nothing herein contained shall prevent rental of the property as single-family living units. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height and an attached garage for not less than two (2) cars and not more than three (3) cars.

2. Lot Grading

Floor level shall be set sufficiently above street grade, at no less that 12" above the crown of the road, to provide proper drainage of the respective homesites. No filling or grading shall be done which will adversely affect the proper drainage of or cause excess drainage upon adjacent property. Protective slopes around all buildings shall be provided and maintained on every homesite by the owners, and side line swales shall be planned and maintained to prevent standing water. All storm water shall run from the backyard swale then along the side yard swale toward the street in front of the lot, except a lake front lot where the water may be directly drained into the lake.



3. Garages and Storage Areas

No garage shall be erected which is separate from its single-family residence building. All single family residences are required to have enclosed two or three car garages.

3a. Garage Doors

All garage doors must be closed by sundown, unless in use (in use is defined as a person performing activity). Garage screen doors are permitted during daylight hours for ventilation.

All permanent storage areas must be enclosed and must be attached to the main residence building. Except during diligently pursued construction or improvements, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be placed or permitted to remain on any lot at any time. Sheds up to 6' in height and used for the purpose of storage are permitted. Except for the shed's gable, sheds shall not be visible from any neighboring property and/or common area.

4. Roof

All roofs shall be of glazed, ceramic, clay, cement or slated tiles, dimensional shingle, vinyl or metal. Any proposed selection of metal roof materials, by any property owner, must be reviewed in advance of permitting or construction by the Architectural Committee. The Architectural Committee will submit their findings to the Board of Directors for final approval. Under no circumstances will the colors silver, aluminum stainless steel or any other color simulating raw, unfinished metal be permitted.

Patching a roof is acceptable when using the closest color match to the current roof's color and material. Temporary roofing such as tarps are permitted in emergent cases. Temporary roofing is acceptable for a period of not more than 30 days.

5. Design Approval

No building shall be erected, placed or altered on any lot and there shall be no improvements on or to any lot until the construction plan and specifications and a plan showing the location of the structure have been approved in writing by the Homeowners Association, as to quality of workmanship and materials, harmony of external design with existing structures, location with respect to topography and finished grade elevation, compliance with the terms of these Restrictions, the Articles of Incorporation and the By-Laws, and general conformity with the purposes hereof and which are consistent with the nature and character of the subdivision.

6. Minimum Size of Residence

The floor area of any single family residential unit erected in this subdivision exclusive of garages, unroofed screened patios, loggias, unglazed porches or similar spaces and any accessory building, shall be not less than 1800 square feet of air conditioned living area.

7. Setback Restrictions

Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines as set forth in the prevailing Sarasota County Zoning Regulations, except the front yard setback shall be no less than 25 feet.

8. Nuisance

No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood in the reasonable opinion of the Board of Directors.

No trash or refuse shall be placed, or suffered to remain anywhere within the usable open space or on the individual lots or parcels, and such lands shall be kept free from such conditions and in a clean and tidy condition and free of conditions obnoxious to the eye or

emitting obnoxious odors. All structures and improvements built on such lands, and appurtenant thereto, shall be kept in good condition, repair and appearance by the party for whose benefit the same is maintained.

Similarly, no lot or parcel shall be used in such a manner as to cause noise which will unreasonably disturb the peace, quiet, and comfort or serenity of the occupants of surrounding properties, and such activity may be enjoined by the Homeowners Association. In the event that any owner of any lot or lots shall fail or refuse to keep the premises free of noxious weeds or refuse piles, then the Homeowners' Association may, without being guilty of trespass or other crime or tort, correct the owner's default and assess the owner therefore.

Nothing contained herein shall require any such owner to remove or keep free from such premises, any natural ground cover or vegetation having a pleasing or aesthetic quality. In the event a disagreement arises as to whether particular vegetation is not proscribed by this paragraph, the Homeowners Association, shall have the final determining authority as to all such questions

9. Livestock, Poultry, Animals, and Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided further that they are so kept as not to be a noise annoyance or nuisance to the neighborhood.

No person owning or having custody of any animal shall allow it to stray or go upon another lot without the consent of the owner of such lot. Dogs should be walked with a leash in accordance with the Sarasota County Ordinance. Owner will be responsible for proper animal waste disposal.

10. Antennas and Satellite Dishes

No antennas or satellite dishes may be placed on any common area, except by the Association. Antennas and satellite dishes are permitted on the lots in accordance with the FCC's Over-the-Air-Reception-Device (OTARD) rule as set forth in 47 C.F.R. § 1.4000.

10a. Covered Antenna

The OTARD rule applies to antenna that are one meter (39 inches) or less in diameter and are designed to: (a) receive direct broadcast satellite service (including direct-to-home satellite service or fixed wireless signals from satellite), or (b) receive video programming services via multipoint distribution services. Antennas used to receive broadcast television signals are also covered. The most common type of covered antennas are the typical 18" to 24" dish receivers used to receive video signals from DirecTV and Dish Network.

10b. Covered Locations

To the extent feasible, all antennas must be installed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents if this preferred placement would still permit reception of an acceptable quality signal.

11. Clotheslines

Clotheslines or other energy-saving devices upon which clothes are placed for drying shall be permitted on any lot in the subdivision. To the extent feasible, all clotheslines or other energy-saving devices shall be installed in the rear or side yards of the lot so as to minimize annoyance or inconvenience to other residents and so that they are not visible from the street or neighboring properties. However, this restriction shall not be interpreted so as to prohibit the installation of such devices.

12. Signs

No permanent sign of any kind shall be displayed to the public view on any lot except: (1) one sign of reasonable size provided by a contractor for security services within ten feet of any entrance to the home, (2) a contractor's sign required by the County during the remodeling or construction on the lot, (3) one sign of not more than one square foot used to designate name of resident or residence and (4) one sign of not more than five square feet advertising the property for sale or rent. No sign shall be displayed or erected on the common areas without the prior written approval of the Association's Board of Directors.

13. Garbage and Trash Disposal

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All areas for the storage and keeping of garbage, fuel, oil, gas or trash must be underground or be substantially shielded or screened from neighboring property or common areas except that garbage or trash in suitable containers may be placed for collection in exposed areas for a period not exceeding 24 hours. Bulky vegetation trimmings may be so placed curbside for periods not exceeding 72 hours. All yard waste must be secured and/or contained as appropriate for its size. Leaves must be bagged and sealed, branches must be bundled and tied. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored in a concealed area so as not to be plainly visible from the neighboring property or common areas. All trash and recycling receptacles must be returned to their appropriate storage areas within 24 hours of collection.

14. A/C and Pool Equipment

All air conditioning compressors or pool equipment located on the lots of the development shall be fenced or landscaped so as not to be plainly visible from the neighboring property or common areas.

15. Fences, Walls and Hedges

No fences, walls or hedges shall be erected, placed or altered on any lot than the greater of the minimum county building code setback or further forward than a minimum of eight (8) feet behind the nearest front elevation between two adjacent homes. A hedge, wall or fence shall be maintained at no greater height than six feet within the rear or side setback lines of any lot, and no wall, fence or hedge shall be erected within the front setback lines of any lot, unless the wall, hedge or fence shall be ornamental and a desirable feature and shall not exceed three feet in height. For purposes of uniformity of appearance, fences shall be constructed of natural, unpainted wood or white or beige plastic. Fences may be pressure washed to remove mold and mildew and may be stained with natural color stain. All fences are subject to review by the Architectural Committee of the Association.

Owners of lots abutting the lake shall not construct any fence, wall or planting hedge along the rear property line or parallel to the littoral zone of the lake.

16. Commercial Trucks, Trailers and Boats

In order to maintain the high standards of the subdivision with respect to residential appearance, no commercial trucks or vehicles, boats, trailers of any description, nor recreation vehicles shall be permitted to be kept, parked or stored at any place on any lot; provided, however, that any of the foregoing may be kept in an attached garage.

Recreation vehicles, boats, and trailers of any other description may be parked on a lot for a period not exceeding 72 hours for the sole purpose of cleaning, maintaining, or repairing in preparation for use and/or off-site storage.

The prohibition against commercial trucks and vehicles shall not apply to temporary parking such as for pickup and delivery and other temporary commercial services. Commercial trucks and vehicles shall not be permitted to be parked overnight on any lot within the property.

17. Vehicle Parking and Maintenance

Any vehicle not in operable condition or not currently licensed shall be permitted to be parked in the subdivision only inside a garage. Parked cars with covers for long term storage will not be permitted within the subdivision.

No vehicle shall be parked in the subdivision except on a paved street, a paved driveway not to obstruct sidewalk, or inside a garage. No vehicle is to be parked on the grass.

Minimal maintenance on cars, trucks, boats, trailers, recreation vehicles, or any other vehicle is permitted. Under no circumstances will an owner be permitted to perform major repairs on any open area of a property.

18. Utility and Drainage Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

19. Lake

The lake, including littoral zones, shall be properly maintained by the Homeowners' Association according to government regulations and as the Homeowners' Association deems appropriate. No lot owner shall use any mechanical means to withdraw water from the lake for irrigation or any other purpose. No swimming or wading will be permitted in the lake at any time.

20. Street Lights and Mail Boxes

One outdoor post light, automatically controlled by photo-cell shall be installed at the front property line and maintained in proper working condition by each homeowner.

A uniform type mail box with white vinyl post and box support shall be installed throughout the subdivision. Each lot owner shall be responsible for the maintenance and repair of said mailbox and post. If replacement is necessary, the replacement mailbox and post shall be consistent with existing ones in the subdivision.

21. Care and Appearance of Premises

All improved lots shall be fully sodded including the area between the front lot line and the paved portion of any right-of-way upon which the said lots abut, except the driveways. Each owner shall be responsible for maintaining all landscaping, grass, driveways, structures and grounds in good condition and repair in a neat and attractive manner, to include mowing, edging and clippings cleanup. This includes the area between the front lot line and the paved portion of any right-of-way upon which the said lots abut, except the driveways.

Florida-friendly landscaping is permissible as per Florida law. While "Florida-friendly" describes practices, materials, or actions that help to preserve Florida's natural resources and protect the environment including but not limited to low-maintenance and drought-tolerant plants, including native plants, this does not mean no maintenance or care. Any lot owner who installs and maintains a "Florida friendly" yard must submit proper certification to the Homeowner's Association and display signage designating such status to be considered as such.

Lawns and grass areas fronting adjacent to paved walkways and subdivision streets shall be promptly re-seeded, sodded, or plugged by the lot owner as necessary to fill in any bare spots which may develop.

22. Swimming Pools

An above-ground swimming pool is prohibited.

23. Docks, Boathouses and Boats

No docks, bulkheads, seawalls, mooring, piling or other construction shall be erected on, or over the man-made lake on the property. Operation of motorized boating equipment is not permitted on the lake. Fishing by residents is permitted only at the north end of the lake, excepting owners whose property abuts the lake who may fish from their own property.

24. Shorelines

Shoreline contours of any lake and drainage way within the property shall be maintained by the property owner abutting the same, and may not be changed in any manner except for purpose of better maintenance and preservation.

25. Subdividing

No platted single-family lot shall be further subdivided, nor shall any portion of a lot less than the whole thereof, be sold or transferred to any person unless the entire lot shall be utilized to enlarge the adjacent lots.

26. Oil and Mining Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

27. Homeowner's Association and Assessments

The Homeowners' Association shall be known as Emerald Gardens Homeowners' Association, Inc., a Florida non-profit corporation. All owners of lots in this subdivision shall be required to become members of the Homeowners' Association and shall be required to maintain such membership in good standing as long as they own any lot in this subdivision. Each lot shall be entitled to one vote at the Homeowners' Association meetings in conformity with the Articles and Bylaws of the Homeowners' Association.

Except as otherwise provided in these Restrictions, the Articles of Incorporation or the Bylaws, the common expenses of the Homeowners' Association and the assessments shall be apportioned among all the lots in this subdivision, with each lot to share equally in said expenses.

27a. Common expenses means all expenses incurred by the Association's Board of Directors in the proper performance of its duties, including but not limited to the operation, maintenance, repair, replacement or protection of the common areas, recreational facilities, Association property, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designed as a common expense in Chapter 720, Florida Statutes, the Declaration, Bylaws or Articles of Incorporation. Common expenses shall also include the following: (a) construction, repair or maintenance of any wall or fence on lots or tracts owned by it or located in any easement area or dedicated lands; (b) construction, maintenance and operation of any lights along any of the streets in the subdivision; (c) construction or maintenance of entryways at the entrance of the subdivision; (d) the care, maintenance, upkeep, cleaning, mowing and improvement of the lake located in the subdivision including the littoral zones, and any other areas which may be affected and necessary in order to comply with regulations of the

Southwest Florida Water Management District; and (e) carrying out any of its duties and purposes set forth in Chapters 617 and 720, Florida Statutes and in these Restrictions, the Articles of Incorporation or the Bylaws. The Homeowners' Association shall have the right and obligation to take such action as herein provided to enforce collection of such assessments.

27b. Failure to Assess

Failure of the Association's Board of Directors to fix assessment amounts or rates shall not be deemed a waiver, modification, or a release of any lot owner from the obligation to pay assessments. In such event, each lot owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

27c. Assessments

All lot owners are required to maintain good standing as members of the Association. The Association's Board of Directors shall have the right and obligation to levy annual and special assessments to pay the Association's common expenses. A lot owner, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the lot owner. A lot owner is jointly and severally liable with the previous lot owner for all unpaid assessments that came due up to the time of transfer of title to the lot. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present owner from the previous owner.

27d. Collection and Foreclosure

The Association has the right and obligation to take actions as herein provided and to enforce collection of such assessments. In the event a lot owner fails or refuses to comply with this Declaration including the failure to pay his or her share of such assessment on the date when due, the Association has the right to file and foreclose a lien against the owner(s) property and/or seek a personal money judgment against the lot owner. The lien shall be filed in the Public Records of Sarasota County, Florida and a copy thereof mailed to each owner at his last known mailing address. The lien shall attach only upon the recording of the lien in the Public Records and its priority shall relate back to the time of recording of the original Declaration in the public records. In addition, the Association shall have the right to seek a money judgment against the lot owner. Unless otherwise provided by law, the Association's claim of lien shall be subordinate and inferior only to the lien of taxes and special assessments levied by governmental authority.

27e. Late Fees and Interest

In addition to recovering the amount of the original assessment(s), the Association shall also be entitled to recover accrued interest at the highest rate allowed by law (currently 18%), a late fee in the greater amount of five percent (5%) of the assessment installment or Twenty-five Dollars (\$25.00), costs and reasonable attorney's fees incurred incident to the collection of the delinquent assessment. All such assessments, interest, late fees, costs and attorneys' fees shall be secured by the Association's claim of lien. Upon written notice to the lot owner, the Board shall have the right to accelerate the remaining portion of the annual assessment if an assessment is more than 30 days delinquent. Additionally, the Association may suspend the voting rights of any member that is delinquent in paying assessments more than ninety (90) days.

27f. Waiver and Abandonment of Lot

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common area or by the abandonment of the lot against which the assessment was made. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

28. Rentals

Leases on the rental of homes shall be for a period of not less than six (6) months. There will be no leases for less than the entire area of a lot. If the lot's assessments are delinquent, the Association shall have the right to deny the lot owner the ability to lease his or her lot until the assessments are brought current. Alternatively, the Association may permit the owner to lease their lot upon the owner assigning the monthly rent to the Association until the lot's assessments are brought current. The Association may prepare such assignment of rent agreement and require its use.

29. Written Acknowledgement by Homeowners' Association of Plans & Specifications

The Homeowners Association's approval or disapproval as required in Section 5 of these Covenants shall be in writing. In the event the Association or its designated representative fails to approve or disapprove within 30 days after the plans and specifications have been submitted to it, the owner shall have the right to provide a letter to the Association's President via certified mail, return receipt requested, demanding the Association either approve or disapprove the owner's request. If the Association subsequently fails or refuses to act during that 10 day window, approval will not be required and the related covenants shall be deemed to have been complied with fully. If, however, the homeowner fails to request Association approval as provided herein of any proposed alterations or improvements, the Association shall have all rights and remedies as provided in these Covenants including without limitation the right to remove any unapproved alteration and recover all costs thereof.

30. Variances and Amendment

This Declaration of Restrictions may be amended at any time upon approval of members of the Homeowners' Association holding at least a majority of the voting rights relating to the property and upon the recordation in the Public Records of Sarasota County of any amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the Homeowners' Association.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action, whether it be the Developer or the Homeowners' Association shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

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

31. Water and Sewerage

Each residence shall be connected to the existing central water system and existing central sewer system and pay all monthly water and sewer charges promptly. The franchised utility company serving the property is hereby granted an easement and license to enter upon any lot for the purpose of installation or inspection of water and sewer lines and for servicing and maintenance of such facilities. Each owner shall have the right to install pumps and water systems for irrigation and swimming pool use only. Installation of septic tanks and individual wells, except for the purposes set forth herein is prohibited.

Sarasota County shall supply central water service and Atlantic Utilities, Inc, formerly Southern Gulf Utilities, sewer systems to the property, and their successors, shall supply and the Developer and all owners shall receive from and pay for all services (except water from an owner's well used for irrigation or pool services) and sewer services required for and in connection with any lot and any residences and other improvements located or constructed thereon, and for so long as such utilities furnish such services, to the property. It is the purpose and intent of this provision that developer and owners shall not construct, dig, build or otherwise make available a water well on the property, or utilize water from any well or other source of water located elsewhere or made available from other property or sources so long as the utilities are furnishing such service. However, there is excluded from this restriction any such well or water used solely and exclusively for the purpose of irrigation or pools on this property. This restriction imposed upon the property against use of the septic tanks, shall be enforceable only while the quality of services rendered by the Service Company and its rate schedule are within standards provided by the Trust Deed heretofore executed by the Service Company and recorded in the Office of the Clerk of the Circuit Court of Sarasota County, Florida, and as may hereafter be further amended from time to time, or when Service Company is operating under service and rate standards established by governmental franchise or regulatory body.

32. Utility Easements

The Association reserves unto itself, its successors and assigns, the right to grant to any private or public utility, an easement to erect and lay, or cause to be erected, laid, maintained, removed or repaired in all roads, streets, or common areas of the property, for electricity, telephone, water, gas and other utility services, catch basins, surface drains and such customary or usual appurtenances as may from time to time in the opinion of the Association or any utility company or governmental body be deemed necessary or advisable. Any claim on account of temporary or other inconveniences caused thereby against the Association or any utility company or governmental body, or any of its agents or servants is hereby waived by the owner.

The Association does further reserve the right to change, lay out anew, or discontinue any street, avenue or way shown on the plan of development not necessary for ingress or egress to and from any lot subject to the approval of the county of Sarasota, if required.

33. Remedies for Violation

The violation or breach of any condition, covenant or restriction herein contained shall give the Homeowners' Association or any lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any one of them, and the costs of such proceedings shall be borne by the lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fee for appellate proceedings, incurred by the Homeowners' Association but not attorney's fees incurred by any lot owner in bringing action against another lot owner. Additionally, the Association shall have the right to suspend a person's right to use the common areas and impose a fine for a violation of these Covenants, in the manner provided in Section 720.305, Florida Statutes.

Failure by the said Association, or any lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring or subsequent thereto.

34. General Provisions.

34a. Interpretation and Construction

Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Subdivision in accordance with the laws of the State of Florida. In the event any term, condition or provision of the Declaration, Articles of Incorporation or Bylaws is deemed to be ambiguous (that is, capable of more than one reasonable interpretation), the Board of Directors shall be charged with providing an interpretation of the ambiguous term, condition or provision. The Board's interpretation shall be binding on all parties unless wholly unreasonable and arbitrary. An opinion of the Association's attorney that the Board's interpretation is not wholly unreasonable and arbitration shall be dispositive and binding on all parties.

34b. Caption

The captions of this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

34c. Binding Law

The provisions of Chapter 720, Florida Statutes (herein, the "Homeowners Association Act") are incorporated herein by reference, and all provision thereof shall apply to this Subdivision to the extent necessary and proper. However, where the Homeowners Association Act is permissive or to the extent that this Declaration is not in direct conflict with the provisions thereof, this Declaration shall prevail.

34d. Severability

The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles, Bylaws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

34e. Document Conflict

If any irreconcilable conflict should exist, or hereafter arise, the provisions of the governing documents shall control in the following order: (1) Declaration of Covenants, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

34f. Definitions

The definitions used in Section 720.301, Florida Statutes, are incorporated herein by reference. Where a term is not defined by Section 720.301, Florida Statutes, the Association's Board of Directors is charged with providing a reasonable definition of the term. The Board may, but is not required to, refer to a dictionary definition when determining the meaning or definition of any term used in the governing documents. The Board's definition of such a term shall be binding on all parties unless wholly unreasonable and arbitrary. An opinion of the Association's attorney that the Board's definition is not wholly unreasonable and arbitration shall be dispositive and binding on all parties.