

1. *Covered car parking:*

Section 17, the first sentence is amended to read: "With the exception of bicycles and family style automobiles, no vehicle of any kind shall be parked at its residence on the premises except inside an enclosed garage. Covering on automobiles, such as tarps or any other material, is not allowed."
(Underlining indicates new language)

2. *Parking of PODS:*

Section 17, following the first paragraph the following is added: "So called storage PODS or containers may be temporarily parked in a driveway only for the purpose of loading and/or unloading cargo and then only for a period of forty eight (48) hours on weekdays or seventy two (72) hours if the period of time for the parking covered any weekend and/or holidays."

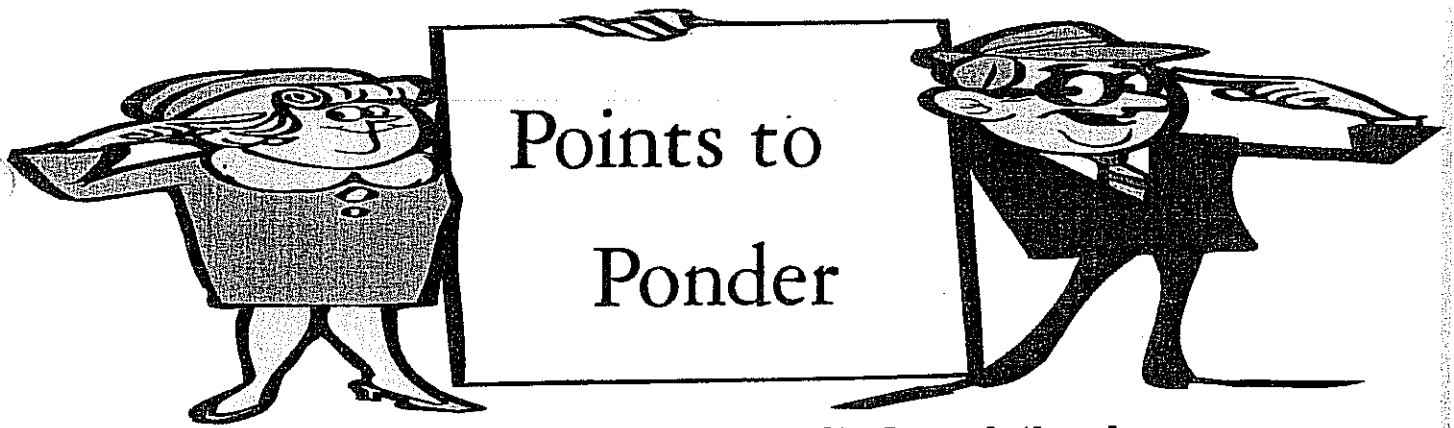
3. *Rentals:*

Following section 4 add a new section as follows:
"4.A Rentals



1. No home or portion thereof shall be leased or rented more than once in a twelve (12) month period of time, and then only for a period of no less than three (3) months;
2. The owner of the home being rented/leased is responsible for his/her tenant/renter or lessee to be in compliance with all Restrictions of The Scarborough Common Community Association and The Meadows Community Association;
3. The owner of the home to be rented/leased must, within ten (10) business days of said rental/lease, provide, in writing to Scarborough Common Community Association, the names of the primary lessee/renter, as well as all other prospective residents."

James Evans
Scarborough - President



Scarborough Common Community Association, Inc.

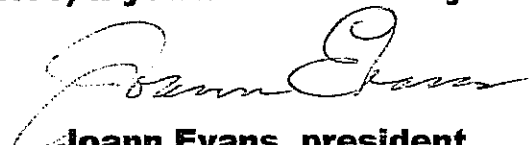
**Just a review of the amendments to our
Declaration of Restrictions
and some miscellaneous matters to consider**

Amendments:

- 1. With the exception of bicycles and family automobiles, no vehicles shall be parked at its residence on the premises except inside an enclosed garage. Covering on automobiles, such as tarps or any other material, is not allowed.**
- 2. Pods or containers may be parked on or in a driveway only for purposes of loading or unloading cargo for 48 hours on weekdays and 72 hours on weekends.**
- 3. No home shall be leased or rented for more than 12 months or less than 3 months.**

Miscellaneous:

- 1. Please keep your mailboxes in repair and painted. Joe Giglio has the paint if you need it.**
- 2. Please have the exterior of your house, especially roofs, cleaned periodically.**
- 3. Please keep your trash cans out of sight in the garage or on the side of the house except on designated trash collecting days.**
- 4. Please observe the new water restrictions. We can water only once a week. Even numbers water every Tuesday and odd numbers water every Thursday. Water before 8:00 A.M. and after 6:00 P.M. These restrictions apply even if you have a well. We all want to do our part to save the environment.**
- 5. Remember, landscape restrictions apply to the sides and back of your house as well as the front.**
- 6. Please observe speed limits, stop signs and stop lights.**
- 7. Please add attached copy of new restrictions to your files.**
- 8. Last, but not least, please pay your dues (\$120.00) if you haven't already done so.**


Joann Evans, president

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 12, 1990, as shown by the records of this office.

The document number of this corporation is N37609.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of April, 1990.



CH2ED22 (5-89)

Jim Smith

Jim Smith
Secretary of State

OR BOOK

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ARTICLES OF INCORPORATION

OF

SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
1990 APR 12 PM 1:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, the undersigned, for the purposes and with the powers hereinafter set forth, and to accomplish that end does hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC., hereinafter in these Articles referred to as the "Association."

The Association is not a condominium association under Chapter 718, Florida Statutes.

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

A. To promote the health, safety and social welfare of the owners of all lots located within the "Scarborough Common Community" (referred to herein as "Scarborough Common") that are, or hereafter may be, subject to the terms of the "Declaration of Restrictions and Maintenance Covenants for the Scarborough Common Community" (referred to herein as the "Declaration") to be recorded in the Public Records of Sarasota County, Florida.

B. To operate, manage, maintain and control the usage of all land and improvements intended for the common usage of all lot owners in the Scarborough Common Community, including, without limitation, the common entranceway and signs, the landscape buffer and such private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, water detention areas, wells and equipment, landscaping, conservation areas, easement areas, and other similar common areas (and the improvements thereon) as may be set aside by the Developer of the Scarborough Common Community and transferred or assigned from time to time to the Association for the common use or benefits of the lot owners in Scarborough Common, and/or for the purpose of operation and maintenance by the Association.

C. To furnish or otherwise provide for private security, fire protection, street lighting, and such other services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

D. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the neighborhood common areas, including, without limitation, the common entranceway, signs, structures, streets, sidewalks, street lights, wells and equipment, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable for the promotion of the health, safety, and social welfare of the members of the Association.

E. To carry out all of the duties and obligations assigned to it as a neighborhood property owners association under the terms of the Declaration for Lots in Scarborough Common.

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F. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property or easements related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all lots which are subject to assessment pursuant to the aforesaid Declaration for the purposes of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

C. To place liens against any lot subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration.

J. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

K. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of Association property, including drainage and sewer and water systems; and to enter into any other agreement consistent with the purposes of the Association, including but not limited to agreements for professional management and to delegate to such professional management certain powers and duties of the Association.

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ARTICLE IV

MEMBERS

The members of this Association shall consist of all owners of lots that are made subject to the provisions of said Declaration. Owners of such lots shall automatically become members upon acquisition of the fee simple title to their respective lots.

The membership of any member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's lot, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more lots so long as such member owns at least one lot.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the lot which is the basis of his membership in the Association.

The Secretary of the Association shall maintain a list of the members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his name, address and lot number; provided, however, that any notice given to or vote accepted from the prior owner of such lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE V

VOTING

Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each lot in which he holds a fee simple ownership. When more than one person holds such interest in any one lot, all such persons shall be members and the vote attributable to such lot may be cast by any of such joint owners. In the event more than one of the joint owners attempts to cast the vote to which their lot is entitled, said vote shall be apportioned equally among such of the joint owners as cast the vote. Except where otherwise required by law or by the provisions of said Declaration, or these Articles, the affirmative vote of a majority of members represented at any meeting of the members duly called and at which a quorum is present shall be binding upon the members.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting initially of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be as provided from time to time in the Bylaws of the Association, but in no event shall there be less than three (3) or more than nine (9) Directors. Except for Directors appointed by Developer, the Directors must be members of the Association (or in the case of a lot owned by an entity, the person designated on behalf of such entity), but need not be residents of the State of Florida.

B. All Directors shall be appointed by and shall serve at the pleasure of MONARCH HOMES OF SARASOTA, INC., a Florida corporation (hereinafter referred to as "Developer"), its successors or assigns, until the annual meeting of members in the year 1991, or such earlier date as Developer shall determine in its sole discretion. Commencing with said annual meeting and continuing thereafter until the "turnover" annual meeting of members, Developer shall have the right to appoint a majority of the Board of Directors. Commencing with the "turnover" annual meeting, all Directors

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shall be elected by the members. As used herein, the "turnover" annual meeting shall mean the first annual meeting of members following the year in which members other than Developer for the first time own twenty-nine percent (29%) of the lots that will ultimately be subject to said Declaration, or at such meeting prior thereto as Developer elects in its sole discretion, if Developer voluntarily turns over control of the Board prior to such date.

C. All Directors who are not subject to appointment by Developer shall be elected by the members. Elections shall be by plurality vote.

D. All Directors, whether appointed or elected, shall serve for terms of one (1) year in accordance with the provisions of the Bylaws. Any elected Director may be removed from office with or without cause by majority vote of the members, but not otherwise. Any appointed Director may be removed and replaced with or without cause by Developer, in Developer's sole discretion.

E. The names and addresses of the persons constituting the first Board of Directors who shall hold office until the first annual meeting of members to be held in the year 1991 and until their successors are elected or appointed and have qualified, are as follows:

1. Timothy Towell
5039 Ringwood Meadow
Sarasota, Florida 34235
2. Robert Warnock
5039 Ringwood Meadow
Sarasota, Florida 34235
3. Twyla Romesburg
5039 Ringwood Meadow
Sarasota, Florida 34235

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors to be held in the year 1988 and until their successors are duly elected and qualified, are as follows:

President	-	Timothy Towell
Vice-President	-	Robert Warnock
Secretary/Treasurer	-	Twyla Romesburg

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting the rights of Developer shall be effective without prior written consent of Developer.

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at 5039 Ringwood Meadow, Sarasota, Florida 34235, and the registered agent at such address shall be Timothy Towell. The corporation may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Association shall obtain funds with which to operate by annual assessment of its members in accordance with the provisions of said Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

ARTICLE XIII

SUBSCRIBERS

The name and street address of the subscriber of these Articles is as follows:

Timothy Towell
5039 Ringwood Meadow
Sarasota, Florida 34235

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association for and against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

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ARTICLE XV

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the aforementioned Declaration, the Association may be dissolved upon resolution to that effect being approved by two-thirds (2/3) of the member of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Section 617.05, Florida Statutes (1987), or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(2) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the lots subject to assessment in equal shares, and the share of each shall be distributed to the then owners thereof.

ARTICLE XIV

RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board of Directors. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles or any restatements thereof in the Office of the Secretary of State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board of Directors and that such Restated Articles only restate and integrate and do not further amend the provisions of these Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article X hereof and that there is no discrepancy between these Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be these Articles of Incorporation of the Association.

C. Amendments may be made simultaneously with restatement of these Articles if the requirements of Article X are complied with. In such event, the Articles of Incorporation shall be specifically designated as such.

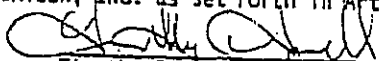
IN WITNESS WHEREOF, the aforesaid subscriber has hereunto set his hand and seal this 10th day of April, 1990.


Timothy Towell (SEAL)

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The undersigned hereby accepts the designation of Registered Agent of
SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC. as set forth in Article XI.

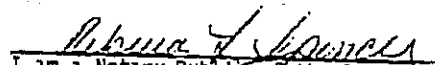

Timothy Towell (SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 10th day of April, 1990, before me, the undersigned authority, personally appeared Timothy Towell, to me known to be the person described as the Incorporator of SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC. and who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, in the County and State and on the date aforesaid.

(NOTARIAL SEAL)


I am a Notary Public of the State of
Florida, and my commission expires
on _____


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STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 10th day of April, 1990, before me, the undersigned authority, personally appeared Timothy Towell, to me known to be the person described as Registered Agent and who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, in the County and State and on the date aforesaid.

(NOTARIAL SEAL)


I am a Notary Public of the State of
Florida, and my commission expires
on _____

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Prepared by:

Timothy S. Shaw, Esq.
DYKEMA GOSSETT
Post Office Box 3798
Sarasota, FL 34230

CONPRJ:882

BYLAWS
OF
SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC.

Scarborough Common Community Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as the "Association," does hereby adopt the following as its Bylaws:

ARTICLE I

IDENTITY AND DEFINITIONS

The Association has been organized for the purpose of the operation, improvement and management of certain of the common areas of the development known as the Scarborough Common Community (referred to herein as "Scarborough Common"), to enforce the covenants described below, and to promote the health, safety and welfare of the owners of all lots located within Scarborough Common that are, or hereafter may be, subject to the terms of the Covenants. The terms and provisions of these Bylaws are expressly subject to the Articles of Incorporation of the Association and to the terms, provisions, conditions and authorization set forth in the Declaration of Restrictions and Maintenance Covenants for the Scarborough Common Community executed by MONARCH HOMES OF SARASOTA, INC., a Florida corporation (referred to herein as "Developer"), which will be recorded in the Public Records of Sarasota County, Florida.

All terms used herein which are defined in the Covenants shall be used herein with the same meanings as defined in the Covenants.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 5039 Ringwood Meadow, Sarasota, Florida, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Article IV and Article V of the Association's Articles of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing at least one-third (1/3) of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

3. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

4. The number of votes to which any member is entitled at any meeting of members shall be determined as of the date fixed by the Board of Directors as the record date for such meeting, provided that such record date shall not be more than sixty (60) days or less than thirty (30) days prior to the date of such meeting. In the event the Board of Directors does not set a record date for any meeting of members, the record date for such meeting shall be the date which is forty-five (45) days prior to the date of such meeting. The determination of the number of votes to which any member is entitled as of the record date shall be final, and no conveyance or acquisition of any lot arising after such record date shall be taken into consideration in determining the number of votes to which such member is entitled at such meeting.

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5. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the aforesaid Declaration, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

6. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws, the Articles of Incorporation, said Declaration to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. An annual meeting of the membership of the Association shall be held each year during December or such other month as the Board of Directors may determine. The date, time, and place of the annual meeting shall be designated by the Board of Directors. The annual meeting shall be held for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half of the total votes of the Association.

3. Notice to all members' meetings, annual or special, shall be given by the President, Vice-President or Secretary or by such other officer of the Association as may be designated by the Board of Directors. Such notice shall be written or printed and shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than twenty (20) days nor more than thirty (30) days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such member.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws, or said Declaration, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President or, in his absence, the Vice-President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of three Directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

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2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director shall be filled by the Board of Directors, except that MONARCH HOMES OF SARASOTA, INC., a Florida corporation, its successors or assigns (herein referred to as "Developer") to the exclusion of other members and the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy, whether by the Board or Developer, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected or appointed and qualified.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or Director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt and publish rules and regulations governing the use of any limited private roads and any neighborhood common areas, or any portion thereof, which the Association is obligated to maintain and, also, governing the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To appoint such committees as the Board of Directors may desire and to grant to such committees such duties and responsibilities as the Board of Directors may deem advisable.

(g) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association, except those reserved to the members in said Declaration or in the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each lot for each fiscal year in accordance with the provisions of said Declaration, the Articles of Incorporation, and these Bylaws; and

(2) To prepare a roster of the members and assessments thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and,

(3) To send written notice of each assessment to every member subject thereto.

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(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against Association property, real or personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.

(g) To enforce by appropriate legal means the provisions of said Declaration, the Articles of Incorporation and these Bylaws.

ARTICLE VII

MEETINGS OF DIRECTORS

1. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of members.

2. Regular meetings of the Board of Directors shall be held at such time and place as is provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time and place of the meeting, which notice shall state the time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, and any Board action taken in lieu of a meeting, shall be as valid as though made at a meeting duly held after regular call and notice, provided that, either before or after the meeting or the effective date of the action taken, each of the Directors not present signs a written waiver of notice and consent to the holding of such meeting, or an approval of the minutes thereof, or a consent to the action taken in lieu of a meeting. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

ARTICLE VIII

OFFICERS

1. The officers of the Association shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier death, resignation, or removal.

3. A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

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5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, leases, mortgages, deeds, and all other written instruments.

6. The Vice-President, or the Vice-President so designated by the Board of Directors if there is more than one Vice-President, shall perform all the duties of the President in his absence. The Vice-President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with their addresses as registered by such members.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same shall be available for inspection upon reasonable request of a member.

9. The salaries, if any, of the officers of the Association shall be set by the Board of Directors.

ARTICLE IX

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in said Declaration and Articles of Incorporation, shall be supplemented by the following provisions:

1. The fiscal year of the Association shall be the calendar year.

2. The Board of Directors shall adopt a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each lot subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements.

3. Notices of the annual assessment applicable to each individual lot subject thereto, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each member on or before December 15 of the year prior to the fiscal year for which the budget is made, and such assessment shall be due and payable on or before January 1 of such fiscal year and shall become delinquent after such date. Provided however, failure to forward such notice on or before December 15 shall not waive or affect the liability of each lot owner for payment of assessments and each lot owner shall be obligated to continue paying assessments in the amount set forth in the most recent budget notice forwarded to the lot owner until such times as the new notice is forwarded by the Board.

4. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

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5. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the Board of Directors may select.

7. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

ARTICLE X

OFFICIAL SEAL

The Association shall have an official seal, which shall be in circular form bearing the name of the Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

An impression of such official seal is set forth to the right hereof:

ARTICLE XI

BOOKS AND RECORDS

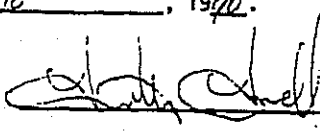
The books, records, and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

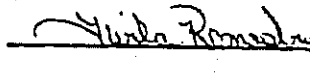
ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended, or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment, or repeal is contained in the notice of such meeting. No amendment affecting Developer shall be effective without the written consent of Developer.

The foregoing were adopted as the Bylaws of the Scarborough Common Community Association, Inc., a Corporation Not For Profit under the laws of the State of Florida, on April 10, 1990.


as President


as Secretary

Prepared by:

Timothy S. Shaw, Esq.
DYKEMA GOSSETT
Post Office Box 3798
Sarasota, FL 34230

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DECLARATION OF RESTRICTIONS

OF

SCARBOROUGH COMMON

WHEREAS, MONARCH HOMES OF SARASOTA, INC., a Florida corporation, herein called the "Developer," being the owner of, or being the contract vendee under contract to acquire the following described property in Sarasota County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

and;

WHEREAS, it is the desire and intention of Developer to improve and develop the property described above as residential homesites which will be conveyed on a fee simple basis as individual lots and residences constructed thereon; and to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all the land in Scarborough Common and the future owner of those lands;

NOW, THEREFORE, Developer hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a development plan for Scarborough Common and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and every part thereof. All of the following limitations, restrictions, conditions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the above described lots:

1. Highlands Management Membership. Every owner of a lot in this subdivision shall automatically become a member of The Highlands Management Association, a Florida corporation not for profit (hereinafter called "Management Company"), pursuant to the provisions set forth in the Master Covenants for The Highlands recorded in Official Records Book 1659, Page 1539, as amended by amendments recorded in Official Records Book 1818, Page 1288, Public Records of Sarasota County, Florida; and all of the terms and provisions thereof and any future amendments thereto shall be binding upon and the benefits shall inure to each and every owner of lots in this subdivision.

2. Homeowners Association. Every owner of a lot in this subdivision shall automatically become a member of Scarborough Common Community Association, Inc. (hereinafter called Homeowners Association) upon acquiring their lots from Developer, and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. The primary purpose of Homeowners Association is to insure to all owners in "Scarborough Common" that the common entranceway and signs and landscape buffer are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced, and generally to protect and preserve the quality of "Scarborough Common."

Homeowners Association shall have the right and obligation to carry out the aforesaid purposes, and to levy assessments to carry out and fulfill those purposes and the purpose of carrying out any of its duties set forth herein, in its Articles of Incorporation or its Bylaws, and to take such action as is hereinafter provided to enforce collection of such assessments.

3. Maintenance Assessments. Developer, as declarant of these covenants and restrictions, for each lot in Scarborough Common hereby covenants, and each owner of a lot in Scarborough Common by acceptance of a deed therefor from Developer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Homeowners Association the assessments and charges established and collected as hereinafter provided:

Prepared by:

TIMOTHY S. SHAW, ESQ.

Dykema, Gossett, Spencer,

Goodnow & Trigg, P.A.

P.O. Box 3798

Sarasota, FL 34230

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(a) The manner of assessment and thus the sharing of expenses of Homeowners Association, shall be apportioned equally among the lots in Scarborough Common, with each lot to bear its equal share of said assessments and expenses.

(b) The budget of Homeowners Association and assessments shall be in such amounts as shall be deemed sufficient by the Board of Directors of Homeowners Association to enable it to carry out its purposes, which shall include the following:

(1) to make payment of all costs and expenses regarding maintenance of the common entranceway and signs and landscape buffer, and

(2) to make payment of all ad valorem taxes assessed against real property, if any, owned by Homeowners Association, and against all personal property, if any, owned by the Association, and

(3) to make payment of any other taxes assessed against or payable by Homeowners Association, and

(4) to pay casualty, liability, and any other form of insurance as determined by the Board of Directors to be necessary or desirable, and

(5) to provide for accounting services, legal services, and such other professional, management and employee services as may be deemed appropriate by the Board of Directors, and

(6) to provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements, and

(7) to make such other expenditures deemed necessary or desirable by the Board of Directors for the purpose of accomplishing the intent, purposes and objectives set forth herein.

4. Land Use and Building Type. No lot shall be used except for residential purposes. No building or other improvements shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories or thirty-five (35) feet in height above normal ground level (which shall be deemed to be eighteen (18) inches above street level). Each dwelling shall be constructed with an enclosed two-car garage. Such replacements as may be occasioned by fire or other casualty or wear, tear and decay must be made only as herein provided. No detached structures shall be erected or permitted, and all patios, screen enclosures or other auxiliary buildings, if permitted, shall be attached and made a part of the dwelling house. No pool, whirlpool, jacuzzi or similar type device, decking, fence or other improvement located outside the enclosed areas of the residences (as constructed by Developer), shall be constructed or permitted. No air conditioning and heating equipment, pool pump, pool heating equipment (including solar device), or other mechanical equipment shall be permitted unless it is appropriately located and/or fenced or screened in accordance with the provisions of Paragraph 25 below. No exterior statuary or other decorative objects shall be permitted without the express written permission of the Developer. The grade level of each lot as initially established by Developer shall not be altered nor shall any filling be done that will materially affect the proper drainage of adjacent property. No repair, replacement, change or modification shall be made to any of the residences constructed on the lots which will in any manner modify or change the exterior appearance of such residences except with the consent and approval required in paragraph 5. No additions shall be placed on any structure, no screens, porches or lanais shall be enclosed, no garages shall be closed in or converted to any purpose other than garage and utility areas and no other structural change shall be made of whatever kind or nature, except with the consent and approval required in paragraph 5. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed, except with the consent and approval required in paragraph 5. The proposed finished floor elevation of each building on each lot will be established by Developer prior to commencement of construction. The buildings to be erected or maintained shall be of new and durable material.

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Cement block, if any, must be veneered with wood (excluding plywood), brick, stone, stucco or other material approved by Developer. Composition of all roofs shall consist of concrete tile or other material approved by Developer. The ground floor area of the dwelling, exclusive of open porches, lanais and garages shall be not less than SIXTEEN (1,600) square feet of air-conditioned living area. The purpose and intent of this paragraph is to maintain a uniform appearance in all buildings and landscaping and to cause all repairs and replacements of such buildings to be of the same kind, character and quality as originally constructed by Developer, all with a view toward maintaining the common appearance and scheme of "Scarborough Common."

5. Architectural Control. No structural or exterior repair, additions, modifications or rebuilding of or to any building located on any lot shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been approved by Developer as to the quality of workmanship and material, harmony of external design and appearance 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 "Scarborough Common" 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. A lot owner seeking approval shall submit two (2) copies of plans and specifications to Developer for review. Written approval or disapproval shall be granted within thirty (30) days after submission of complete plans and specifications.

Developer may assign this architectural control to Homeowners Association at any time but shall not be required to assign this architectural control until all of the lots in "Scarborough Common" have been sold by Developer.

6. Building Locations. Subject to Developer's right to grant variances, no building, structure or other improvement shall be located on any lot nearer to the front lot line than twenty (20) feet, nor nearer to any rear lot line than twenty (20) feet, nor nearer to any street side lot line than FIVE (5) feet; except with regard to Lots 23, 24, 25 and 26, Scarborough Common, the rear set back line shall be the minimum allowed under the building and zoning code provisions applicable to Scarborough Common. The front lot line is defined as the lot line facing Highlands Bridge Road. The main entrance to the residence to be built on the lot shall face the front lot line and any other street lot line shall be considered a street side lot line for purposes hereof. Developer shall have the right to vary front setbacks from twenty (20) feet to a minimum of fifteen (15) feet in order to accommodate the building and improvements and to preclude a row appearance of homes. Developer shall also have the right to vary the rear setback from twenty (20) feet to a minimum of ten (10) feet if deemed necessary to accommodate the building or improvements. Swimming pools, screened pool enclosures or screened patio enclosures may be located as near as ten (10) feet to the rear lot line notwithstanding the greater rear setback requirement for other improvements. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Roofed porches, roofed patios and lanais, or any other roofed portion of the building, shall be considered as a part of a building for the purposes of this covenant; provided, however, the set backs shall not be measured from the eaves or overhanging portion of the roof but instead from the exterior face of the outside walls of the building and improvements, but air conditioning and pool equipment screening walls shall not be deemed to be exterior walls from which the set backs are to be measured. For the purposes of this covenant any person owning two adjacent lots may disregard the common lot line between the two adjacent lots if the dwelling is to be located on both lots upon condition that Developer approves such construction and provides written release of any existing lot line easement and any existing utility lines or drainage lines are relocated at Owner's expense. Setbacks as described in this paragraph are minimum setback requirements, and in addition to the rights to vary therefrom set forth above, the set backs may be increased, decreased or altered by Developer in such a manner as Developer in its sole discretion shall determine on a case-by-case basis for reasons which, in Developer's sole discretion and judgment, enhance the value,

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desirability and attractiveness of the subdivision, or to accommodate the construction of a particular residence on a particular lot.

7. Fences, Hedges and Walls. No fences or walls (other than air condition equipment and/or pool equipment screening walls or fences) shall be constructed on any lot. Subject to the provisions of paragraph 10c hereof, any hedge installed or maintained between the rear setback line and the rear lot line or between any exterior side setback line and interior side lot line shall not be in excess of 5 feet 6 inches above ground level, and any hedge must be approved by Developer as to location and plant species. No hedge (nor screening wall or fence) shall not block any drainage, utility or lake maintenance easement as described in paragraph 10 below.

8. Assessments and Liens. The Board of Directors of Homeowners Association shall approve the annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each lot owner shall be responsible for his lot's share of such annual assessment based upon each lot bearing an equal share in the expenses. One-fourth of each lot's annual assessment shall be due and payable in advance to the Homeowners Association on the first day of each quarter of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the lot owners, on an equal basis, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when 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. Developer does hereby declare that each lot described above is subject to a lien against said lot for the amount of any unpaid assessment, together with interest and charges as provided herein. The Homeowners Association is granted the right to file in the Public Records of Sarasota County, Florida, a written Claim of Lien. Such lien shall attach only upon the recording of the Claim of Lien in the public records and shall thereafter be enforceable by the Homeowners Association by legal action as hereinafter provided. It is the intent of Developer that the aforementioned lien for assessments levied against each lot described above shall be subordinate and inferior only to ad valorem or special assessments levied by the County of Sarasota and to the lien of certain mortgages as provided herein.

The aforesaid lien for assessments shall be subordinate to the lien of any bona fide mortgage or mortgages hereafter placed upon any of the lots described above prior to the recording of the aforementioned Claim of Lien provided however, that such subordination shall apply only to assessments which shall become due and payable prior to the sale or transfer of a lot described above pursuant to a decree of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

The aforesaid assessment lien may be enforced by the Homeowners Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Homeowners Association shall institute suit to foreclose such lien, it shall be entitled to recover from the lot owner the amount of the lien, plus interest, together with any late charges, and reasonable attorneys' fees incurred by the Homeowners Association incident to the collection of any assessment or enforcement of the lien, including appellate proceedings, and including court costs. Further, in the event of non-payment of assessments and the institution of foreclosure proceedings by the Homeowners Association, the remaining installments of any assessments may be accelerated by the Homeowners Association to maturity, by giving to the defaulting lot owner ten (10) days' notice of intent to accelerate, unless all delinquent sums are paid within that time.

Notwithstanding anything to the contrary contained herein, Developer shall be excused from payment of its share of assessments for any property located within the subdivision owned by Developer during the guarantee period, as hereinafter defined. Subject to the termination date of the guarantee period set forth below, Developer guarantees to each owner in the subdivision that assessments for common expenses of the Association imposed upon the owners for the period commencing on the date hereof until December 31, 1990 will not exceed \$232.00 per lot per year. Thereafter, at

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Developer's option, Developer may extend its guarantee by notice to the Association of such election, on an annual basis, in which case the guaranteed assessment shall be an amount not to exceed 115% of the amount of assessments for the immediately preceding year as set forth in the Estimated Operating Budget for the previous year as adopted by the Homeowners Association. The period of this Guarantee (the "Guarantee Period") begins on the date hereof and will extend until the earlier of the date Developer relinquishes control of the Homeowners Association or the last day of the calendar year through which the Guarantee has been extended.

9. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's express written approval.

10. Easements. (a) TAYLOR WOODROW HOMES FLORIDA, INC. has reserved easements as follows:

(1) all easements reflected on the plat of The Highlands, Unit 7, recorded at Plat Book 33, Pages 40 through 40C, inclusive, Public Records of Sarasota County, Florida;

(2) a perpetual, nonexclusive easement TEN (10) feet in width extending along the front lot lines of each lot adjacent to the right-of-way of Highlands Bridge Road (as extended into this subdivision by whatever name such road may be known). This easement is intended to be used for the installation, maintenance and repair of electrical lines to be installed underground by Florida Power & Light Company and for any other compatible utility lines. This easement may also be used for the installation, maintenance and repair of poles for street lighting;

Within these easements no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of utilities or drainage. The slope, grade, and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters.

(b) An easement is hereby reserved and created in favor of Developer and Homeowners Association over, under and across all lots subject to this Declaration of Restrictions (except for any portion thereof within the boundaries of a residence constructed thereon) for utilities and drainage and for the purposes of maintenance of the landscape buffer and performance of the obligations or providing the remedies set forth in this Declaration for the Developer and/or Homeowners Association. No action shall be taken by any lot owner which shall interfere with Developer and Homeowners Association in fulfillment of the obligations of Homeowners Association under this Declaration of Restrictions. The easement area of each lot and all landscaping and improvements on it shall be maintained constantly in good condition by the owner of the lot. If any improvements or plantings are installed within such easement areas and subsequently have to be removed for the purpose of access to or maintenance and repair of utility lines or drainage lines, such removal and replacement shall be at the sole expense of the lot owner regardless of whether or not the installation of such improvements or plantings was permitted by Developer.

(c) A landscape buffer easement is hereby reserved and created in favor of Developer and Homeowners Association over, under and across that portion of Lots 15 through 30, inclusive, of the Scarborough Common, lying within the private drainage easement located along the rear of such lots as shown on the Plat of The Highlands, Unit 7 (the "Landscaped Buffer"). No lot owner shall make any additions, alterations or modifications of any landscaping contained within the Landscaped Buffer without the prior written consent of the Homeowners Association. Further, the Homeowners Association shall be responsible for the maintenance, replacement and trimming of the landscaping contained within the Landscaped Buffer easement area.

11. Voting. Each lot in "Scarborough Common" shall be entitled to one vote at Association meetings in conformity with the Articles and Bylaws of Homeowners Association.

12. Nuisances. No noxious, unsightly or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood.

13. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer, debris collection container and portable restroom facilities but only during the course of construction of improvements on the lot.

14. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or Developer to advertise the property during the construction and sales period shall be subject to approval by Developer.

15. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other customary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

16. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall only be kept in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

17. Visible Parking or Storage. With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored on the premises except inside an enclosed garage. No carts, trucks, motor homes, trailers, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in "Scarborough Common" or on any lot exposed to view from an adjacent lot. No disabled vehicle shall be stored on the premises except on a temporary basis (less than one (1) week).

18. Recreation Equipment. All basketball courts, backboards, volleyball nets, swingsets, sandboxes, picnic tables and other outdoor recreational equipment shall be installed, maintained or used in the rear of a residence only and shall not be installed or located in such manner as to be exposed to view from any public or private street or adjacent golf course.

19. Driveway. All driveways shall be paved in concrete and must extend from the garage to the adjacent street pavement. Such driveways shall be constructed of reinforced concrete having a minimum thickness of 4 inches and having either a trowel or broom finish, or an exposed aggregate finish or other surface finish approved by Developer. All driveways must be approved by the Developer as to location, construction material, color and design. No driveways shall be permitted from the side street lot line.

20. Water and Sewer. All buildings shall use and be connected to the central water and sewerage service made available by the Developer; no well shall be drilled on any lot, except upon approval by the Developer and appropriate governmental agencies. No septic tank shall be installed, used or maintained on any lot.

21. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water, and sewerage located within the confines of any lot or lots shall be located underground.

22. Lawns and Landscaping. Upon completion of construction of the residence on each lot, there shall be planted in the front yard ONE (1) tree for each ONE THOUSAND (1,000) square feet of front yard (such trees to have a trunk measuring at least TWO (2) inches in diameter ONE (1) foot above ground level) and to be of a native species (as defined by the County of Sarasota) and approved by Developer (existing trees living subsequent to completion of construction shall qualify towards this requirement). No living trees shall be removed without the prior written approval of Developer. All yards shall be grass sodded and landscaped pursuant to the approved landscape plan, which

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sodding and landscaping shall be completed prior to occupancy of the residence and thereafter maintained in good condition by the lot owner. All lawns in the rear and side of each residence shall be extended to the pavement line, the lot line or the waters of any adjacent lake or pond (even if same is beyond the lot line), as the case might be. All lawns in the front of each residence shall extend to the pavement line even if same is beyond the lot line. Each lot owner shall be solely responsible for the installation, maintenance, repair and replacement of the irrigation system servicing said lot and shall be solely responsible for watering of the lawns. No gravel, blacktop or paved parking strips shall be constructed or maintained except those installed by Developer or approved as set forth in Paragraph 5 above.

23. Clotheslines. No clotheslines or drying yards shall be located so as to be visible from neighboring lots.

24. Maintenance of Premises. Subject to the provisions of paragraph 10c hereof, each lot owner shall be responsible for the continuing proper maintenance and care of his lot. All landscaped areas shall be served by an automatic underground irrigation system kept in good working order by each owner. Maintenance of landscaping shall include watering, fertilizing, mowing, trimming and the prompt replacement of dead trees, shrubs, lawn or other landscaping, including those lying between the pavement line of any adjacent street and the lot line or the waters of any adjacent lake or pond and the lot line. All weeds, underbrush or other unsightly growths over SIX (6) inches high shall be promptly removed from the property by the lot owner. No trash, debris, refuse pile, decaying matter or other unsightly objects shall be placed upon or allowed to remain upon the property. If the owner shall fail or refuse to keep the property in a neat and clean condition by preventing the placement of or failing to promptly remove these, or any other unsightly growths or objects, then Developer may enter upon the property and remove the same at the expense of the owner. Such entry shall not be deemed a trespass, and the owner for himself, his successors and assigns, does hereby request that such acts be performed by Developer if at any time the same is not performed by the owner or party in possession of the property. The owner agrees to pay Developer for such work within THIRTY (30) days after the same is performed. If any such owner fails to pay as above provided, Developer may take such legal action as it may deem appropriate to enforce its claim against such owner including, but not limited to, injunctive relief.

25. Exterior Facilities and Equipment. No exterior television or radio antenna, satellite dish or other device, shall be installed or maintained on the premises. Solar hot water heating equipment and piping may be installed, but only on the rear roof of the residence and in such manner that it will not be visible from the front lot line. All garbage and trash containers used on the property shall be within walled-in or fenced-in areas so as not to be visible from the street. No clotheslines or clothes drying facilities shall be installed or erected in the front yard of a home or within any easement area or between the lot lines and the setback lines provided for herein or as reflected on the plat of this subdivision. Such permitted facilities shall be installed or erected only when completely screened from view of neighboring properties by decorative walls, fences or landscaping approved by Developer in accordance with the provisions of Paragraph 5 above.

26. Enforcement. These covenants and restrictions may be enforced by Developer, or its assigns, by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorneys' fees.

27. Term. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of recording, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 66-2/3 percent of the then owners of the above described lots agreeing to terminate said covenants and restrictions in whole or in part has been recorded in the Public Records.

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28. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 66-2/3 percent of the above described lots. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on each of the above described lots in the subdivision for the purpose of making minor changes or waiving minor violations in these restrictions. In addition, Developer shall have the right to amend these restrictions as may be necessary or desirable from time to time (prior to the conveyance of all lots subject to these restrictions by Developer) to make the restrictions comply with the requirements or county ordinances, or to gain acceptance or approval of any institutional mortgage lender or title insurer.

29. Severability. Invalidity of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized agent this 12th day of April, 1990.

Signed, Sealed and Delivered
in the Presence of:

MONARCH HOMES OF SARASOTA, INC.,
a Florida corporation

By: [Signature]

As its Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of April, 1990, by Timothy J. Powell as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation or behalf of the corporation.

[Signature]
Notary Public, State of Florida
My Commission expires: _____

Notary Public, State of Florida

My Comm. Expires May 27, 1991

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JOINDER AND MODIFICATION
OF DEED RESTRICTIONS AND EASEMENTS

Taylor Woodrow Homes of Florida, Inc., a Florida corporation ("TW"), being the grantor named in that certain warranty deed recorded in Official Records Book 2110, Page 1793, Public Records of Sarasota County, Florida (the "Deed"), hereby joins in and consents to the foregoing Declaration of Restrictions for Scarborough Common (the "Declaration"), to evidence its approval thereof and its agreement that the restrictions or easements set forth in paragraphs 4, the second unnumbered paragraph of paragraph 7, and paragraph 10(b) through (e) inclusive, are hereby terminated and replaced with the easements and restrictions set forth in the Declaration.

IN WITNESS WHEREOF, TW has executed this joinder as of the 12th day of April, 1990.

Witnesses:

TAYLOR WOODROW OF FLORIDA, INC.,
a Florida corporation

By: DAVEY LEE ROBINSON

Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of April, 1990, by DAVEY LEE ROBINSON, as Vice-President of TAYLOR WOODROW OF FLORIDA, INC., a Florida corporation or behalf of the corporation.

Phyllis A. Robinson
Notary Public, State of Florida
My Commission expires: 12/31/91

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EXHIBIT "A"

Lots 1 through 30, THE HIGHLANDS, Unit 7, as per plat thereof recorded in Plat Book 30, Pages 40 through 40C, inclusive, of the Public Records of Sarasota County, Florida.

Subject to all matters shown on the plat and all easements, restrictions, reservations, conditions and limitations of record.

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DECLARATION OF RESTRICTIONS

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OF

SCARBOROUGH COMMON

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WHEREAS, MONARCH HOMES OF SARASOTA, INC., a Florida corporation, herein called the "Developer," being the owner of, or being the contract vendee under contract to acquire the following described property in Sarasota County, Florida:

See Exhibit "A" attached hereto and made a part hereof.

and;

WHEREAS, it is the desire and intention of Developer to improve and develop the property described above as residential homesites which will be conveyed on a fee simple basis as individual lots and residences constructed thereon; and to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all the land in Scarborough Common and the future owner of those lands;

NOW, THEREFORE, Developer hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a development plan for Scarborough Common and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and every part thereof. All of the following limitations, restrictions, conditions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the above described lots:

1. Highlands Management Membership. Every owner of a lot in this subdivision shall automatically become a member of The Highlands Management Association, a Florida corporation not for profit (hereinafter called "Management Company"), pursuant to the provisions set forth in the Master Covenants for The Highlands recorded in Official Records Book 1659, Page 1539, as amended by amendments recorded in Official Records Book 1818, Page 1288, Public Records of Sarasota County, Florida; and all of the terms and provisions thereof and any future amendments thereto shall be binding upon and the benefits shall inure to each and every owner of lots in this subdivision.

2. Homeowners Association. Every owner of a lot in this subdivision shall automatically become a member of Scarborough Common Community Association, Inc. (hereinafter called Homeowners Association) upon acquiring their lots from Developer, and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. The primary purpose of Homeowners Association is to insure to all owners in "Scarborough Common" that the common entranceway and signs and landscape buffer are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced, and generally to protect and preserve the quality of "Scarborough Common."

Homeowners Association shall have the right and obligation to carry out the aforesaid purposes, and to levy assessments to carry out and fulfill those purposes and the purpose of carrying out any of its duties set forth herein, in its Articles of Incorporation or its Bylaws, and to take such action as is hereinafter provided to enforce collection of such assessments.

3. Maintenance Assessments. Developer, as declarant of these covenants and restrictions, for each lot in Scarborough Common hereby covenants, and each owner of a lot in Scarborough Common by acceptance of a deed therefor from Developer, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay Homeowners Association the assessments and charges established and collected as hereinafter provided:

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Prepared by:
TIMOTHY S. SHAW, ESQ.
Dykema, Gossett, Spencer,
Goodnow & Trigg, P.A.
P.O. Box 3798
Sarasota, FL 34230

* THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION (PLAT BOOK NUMBER) ATTACHED AS EXHIBIT "A"

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(a) The manner of assessment and thus the sharing of expenses of Homeowners Association, shall be apportioned equally among the lots in Scarborough Common, with each lot to bear its equal share of said assessments and expenses.

(b) The budget of Homeowners Association and assessments shall be in such amounts as shall be deemed sufficient by the Board of Directors of Homeowners Association to enable it to carry out its purposes, which shall include the following:

(1) to make payment of all costs and expenses regarding maintenance of the common entranceway and signs and landscape buffer, and

(2) to make payment of all ad valorem taxes assessed against real property, if any, owned by Homeowners Association, and against all personal property, if any, owned by the Association, and

(3) to make payment of any other taxes assessed against or payable by Homeowners Association, and

(4) to pay casualty, liability, and any other form of insurance as determined by the Board of Directors to be necessary or desirable, and

(5) to provide for accounting services, legal services, and such other professional, management and employee services as may be deemed appropriate by the Board of Directors, and

(6) to provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements, and

(7) to make such other expenditures deemed necessary or desirable by the Board of Directors for the purpose of accomplishing the intent, purposes and objectives set forth herein.

4. Land Use and Building Type. No lot shall be used except for residential purposes. No building or other improvements shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two stories or thirty-five (35) feet in height above normal ground level (which shall be deemed to be eighteen (18) inches above street level). Each dwelling shall be constructed with an enclosed two-car garage. Such replacements as may be occasioned by fire or other casualty or wear, tear and decay must be made only as herein provided. No detached structures shall be erected or permitted, and all patios, screen enclosures or other auxiliary buildings, if permitted, shall be attached and made a part of the dwelling house. No pool, whirlpool, jacuzzi or similar type device, decking, fence or other improvement located outside the enclosed areas of the residences (as constructed by Developer), shall be constructed or permitted. No air conditioning and heating equipment, pool pump, pool heating equipment (including solar device), or other mechanical equipment shall be permitted unless it is appropriately located and/or fenced or screened in accordance with the provisions of Paragraph 25 below. No exterior statuary or other decorative objects shall be permitted without the express written permission of the Developer. The grade level of each lot as initially established by Developer shall not be altered nor shall any filling be done that will materially affect the proper drainage of adjacent property. No repair, replacement, change or modification shall be made to any of the residences constructed on the lots which will in any manner modify or change the exterior appearance of such residences except with the consent and approval required in paragraph 5. No additions shall be placed on any structure, no screens, porches or lanais shall be enclosed, no garages shall be closed in or converted to any purpose other than garage and utility areas and no other structural change shall be made of whatever kind or nature, except with the consent and approval required in paragraph 5. No landscaping (including but not limited to sod, plantings, trees or flowers) shall be added or changed, except with the consent and approval required in paragraph 5. The proposed finished floor elevation of each building on each lot will be established by Developer prior to commencement of construction. The buildings to be erected or maintained shall be of new and durable material.

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Cement block, if any, must be veneered with wood (excluding plywood), brick, stone, stucco or other material approved by Developer. Composition of all roofs shall consist of concrete tile or other material approved by Developer. The ground floor area of the dwelling, exclusive of open porches, lanais and garages shall be not less than SIXTEEN (1,600) square feet of air-conditioned living area. The purpose and intent of this paragraph is to maintain a uniform appearance in all buildings and landscaping and to cause all repairs and replacements of such buildings to be of the same kind, character and quality as originally constructed by Developer, all with a view toward maintaining the common appearance and scheme of "Scarborough Common."

5. Architectural Control. No structural or exterior repair, additions, modifications or rebuilding of or to any building located on any lot shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been approved by Developer as to the quality of workmanship and material, harmony of external design and appearance 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 "Scarborough Common" 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. A lot owner seeking approval shall submit two (2) copies of plans and specifications to Developer for review. Written approval or disapproval shall be granted within thirty (30) days after submission of complete plans and specifications.

Developer may assign this architectural control to Homeowners Association at any time but shall not be required to assign this architectural control until all of the lots in "Scarborough Common" have been sold by Developer.

6. Building Locations. Subject to Developer's right to grant variances, no building, structure or other improvement shall be located on any lot nearer to the front lot line than twenty (20) feet, nor nearer to any rear lot line than twenty (20) feet, nor nearer to any street side lot line than FIVE (5) feet; except with regard to Lots 23, 24, 25 and 26, Scarborough Common, the rear set back line shall be the minimum allowed under the building and zoning code provisions applicable to Scarborough Common. The front lot line is defined as the lot line facing Highlands Bridge Road. The main entrance to the residence to be built on the lot shall face the front lot line and any other street lot line shall be considered a street side lot line for purposes hereof. Developer shall have the right to vary front setbacks from twenty (20) feet to a minimum of fifteen (15) feet in order to accommodate the building and improvements and to preclude a row appearance of homes. Developer shall also have the right to vary the rear setback from twenty (20) feet to a minimum of ten (10) feet if deemed necessary to accommodate the building or improvements. Swimming pools, screened pool enclosures or screened patio enclosures may be located as near as ten (10) feet to the rear lot line notwithstanding the greater rear setback requirement for other improvements. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Roofed porches, roofed patios and lanais, or any other roofed portion of the building, shall be considered as a part of a building for the purposes of this covenant; provided, however, the set backs shall not be measured from the eaves or overhanging portion of the roof but instead from the exterior face of the outside walls of the building and improvements, but air conditioning and pool equipment screening walls shall not be deemed to be exterior walls from which the set backs are to be measured. For the purposes of this covenant any person owning two adjacent lots may disregard the common lot line between the two adjacent lots if the dwelling is to be located on both lots upon condition that Developer approves such construction and provides written release of any existing lot line easement and any existing utility lines or drainage lines are relocated at Owner's expense. Setbacks as described in this paragraph are minimum setback requirements, and in addition to the rights to vary therefrom set forth above, the set backs may be increased, decreased or altered by Developer in such a manner as Developer in its sole discretion shall determine on a case-by-case basis for reasons which, in Developer's sole discretion and judgment, enhance the value,

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desirability and attractiveness of the subdivision, or to accommodate the construction of a particular residence on a particular lot.

7. Fences, Hedges and Walls. No fences or walls (other than air condition equipment and/or pool equipment screening walls or fences) shall be constructed on any lot. Subject to the provisions of paragraph 10c hereof, any hedge installed or maintained between the rear setback line and the rear lot line or between any exterior side setback line and interior side lot line shall not be in excess of 5 feet 6 inches above ground level, and any hedge must be approved by Developer as to location and plant species. No hedge (nor screening wall or fence) shall not block any drainage, utility or lake maintenance easement as described in paragraph 10 below.

8. Assessments and Liens. The Board of Directors of Homeowners Association shall approve the annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each lot owner shall be responsible for his lot's share of such annual assessment based upon each lot bearing an equal share in the expenses. One-fourth of each lot's annual assessment shall be due and payable in advance to the Homeowners Association on the first day of each quarter of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the lot owners, on an equal basis, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when 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. Developer does hereby declare that each lot described above is subject to a lien against said lot for the amount of any unpaid assessment, together with interest and charges as provided herein. The Homeowners Association is granted the right to file in the Public Records of Sarasota County, Florida, a written Claim of Lien. Such lien shall attach only upon the recording of the Claim of Lien in the public records and shall thereafter be enforceable by the Homeowners Association by legal action as hereinafter provided. It is the intent of Developer that the aforementioned lien for assessments levied against each lot described above shall be subordinate and inferior only to ad valorem or special assessments levied by the County of Sarasota and to the lien of certain mortgages as provided herein.

The aforesaid lien for assessments shall be subordinate to the lien of any bona fide mortgage or mortgages hereafter placed upon any of the lots described above prior to the recording of the aforementioned Claim of Lien provided however, that such subordination shall apply only to assessments which shall become due and payable prior to the sale or transfer of a lot described above pursuant to a decree of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

The aforesaid assessment lien may be enforced by the Homeowners Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Homeowners Association shall institute suit to foreclose such lien, it shall be entitled to recover from the lot owner the amount of the lien, plus interest, together with any late charges, and reasonable attorneys' fees incurred by the Homeowners Association incident to the collection of any assessment or enforcement of the lien, including appellate proceedings, and including court costs. Further, in the event of non-payment of assessments and the institution of foreclosure proceedings by the Homeowners Association, the remaining installments of any assessments may be accelerated by the Homeowners Association to maturity, by giving to the defaulting lot owner ten (10) days' notice of intent to accelerate, unless all delinquent sums are paid within that time.

Notwithstanding anything to the contrary contained herein, Developer shall be excused from payment of its share of assessments for any property located within the subdivision owned by Developer during the guarantee period, as hereinafter defined. Subject to the termination date of the guarantee period set forth below, Developer guarantees to each owner in the subdivision that assessments for common expenses of the Association imposed upon the owners for the period commencing on the date hereof until December 31, 1990 will not exceed \$232.00 per lot per year. Thereafter, at

Developer's option, Developer may extend its guarantee by notice to the Association of such election, on an annual basis, in which case the guaranteed assessment shall be an amount not to exceed 115% of the amount of assessments for the immediately preceding year as set forth in the Estimated Operating Budget for the previous year as adopted by the Homeowners Association. The period of this Guarantee (the "Guarantee Period") begins on the date hereof and will extend until the earlier of the date Developer relinquishes control of the Homeowners Association or the last day of the calendar year through which the Guarantee has been extended.

9. Resubdivision Prohibited. No lot or group of lots shall be resubdivided without Developer's express written approval.

10. Easements. (a) TAYLOR HOODROW HOMES FLORIDA, INC. has reserved easements as follows:

(1) all easements reflected on the plat of The Highlands, Unit 7, recorded at Plat Book 33, Pages 40 through 40C, inclusive, Public Records of Sarasota County, Florida;

(2) a perpetual, nonexclusive easement TEN (10) feet in width extending along the front lot lines of each lot adjacent to the right-of-way of Highlands Bridge Road (as extended into this subdivision by whatever name such road may be known). This easement is intended to be used for the installation, maintenance and repair of electrical lines to be installed underground by Florida Power & Light Company and for any other compatible utility lines. This easement may also be used for the installation, maintenance and repair of poles for street lighting;

Within these easements no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of utilities or drainage. The slope, grade, and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters.

(b) An easement is hereby reserved and created in favor of Developer and Homeowners Association over, under and across all lots subject to this Declaration of Restrictions (except for any portion thereof within the boundaries of a residence constructed thereon) for utilities and drainage and for the purposes of maintenance of the landscape buffer and performance of the obligations or providing the remedies set forth in this Declaration for the Developer and/or Homeowners Association. No action shall be taken by any lot owner which shall interfere with Developer and Homeowners Association in fulfillment of the obligations of Homeowners Association under this Declaration of Restrictions. The easement area of each lot and all landscaping and improvements on it shall be maintained constantly in good condition by the owner of the lot. If any improvements or plantings are installed within such easement areas and subsequently have to be removed for the purpose of access to or maintenance and repair of utility lines or drainage lines, such removal and replacement shall be at the sole expense of the lot owner regardless of whether or not the installation of such improvements or plantings was permitted by Developer.

(c) A landscape buffer easement is hereby reserved and created in favor of Developer and Homeowners Association over, under and across that portion of Lots 15 through 30, inclusive, of the Scarborough Common, lying within the private drainage easement located along the rear of such lots as shown on the Plat of The Highlands, Unit 7 (the "Landscaped Buffer"). No lot owner shall make any additions, alterations or modifications of any landscaping contained within the Landscaped Buffer without the prior written consent of the Homeowners Association. Further, the Homeowners Association shall be responsible for the maintenance, replacement and trimming of the landscaping contained within the Landscaped Buffer easement area.

11. Voting. Each lot in "Scarborough Common" shall be entitled to one vote at Association meetings in conformity with the Articles and Bylaws of Homeowners Association.

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12. Nuisances. No noxious, unsightly or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood.

13. Temporary Structures. No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer, debris collection container and portable restroom facilities but only during the course of construction of improvements on the lot.

14. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or Developer to advertise the property during the construction and sales period shall be subject to approval by Developer.

15. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other customary household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

16. Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall only be kept in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

17. Visible Parking or Storage. With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored on the premises except inside an enclosed garage. No carts, trucks, motor homes, trailers, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in "Scarborough Common" or on any lot exposed to view from an adjacent lot. No disabled vehicle shall be stored on the premises except on a temporary basis (less than one (1) week).

18. Recreation Equipment. All basketball courts, backboards, volleyball nets, swingsets, sandboxes, picnic tables and other outdoor recreational equipment shall be installed, maintained or used in the rear of a residence only and shall not be installed or located in such manner as to be exposed to view from any public or private street or adjacent golf course.

19. Driveway. All driveways shall be paved in concrete and must extend from the garage to the adjacent street pavement. Such driveways shall be constructed of reinforced concrete having a minimum thickness of 4 inches and having either a trowel or broom finish, or an exposed aggregate finish or other surface finish approved by Developer. All driveways must be approved by the Developer as to location, construction material, color and design. No driveways shall be permitted from the side street lot line.

20. Water and Sewer. All buildings shall use and be connected to the central water and sewerage service made available by the Developer; no well shall be drilled on any lot, except upon approval by the Developer and appropriate governmental agencies. No septic tank shall be installed, used or maintained on any lot.

21. Underground Utilities. All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water, and sewerage located within the confines of any lot or lots shall be located underground.

22. Lawns and Landscaping. Upon completion of construction of the residence on each lot, there shall be planted in the front yard ONE (1) tree for each ONE THOUSAND (1,000) square feet of front yard (such trees to have a trunk measuring at least TWO (2) inches in diameter ONE (1) foot above ground level) and to be of a native species (as defined by the County of Sarasota) and approved by Developer (existing trees living subsequent to completion of construction shall qualify towards this requirement). No living trees shall be removed without the prior written approval of Developer. All yards shall be grass sodded and landscaped pursuant to the approved landscape plan, which

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28. Modification. These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 66-2/3 percent of the above described lots. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on each of the above described lots in the subdivision for the purpose of making minor changes or waiving minor violations in these restrictions. In addition, Developer shall have the right to amend these restrictions as may be necessary or desirable from time to time (prior to the conveyance of all lots subject to these restrictions by Developer) to make the restrictions comply with the requirements or county ordinances, or to gain acceptance or approval of any Institutional mortgage lender or title insurer.

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

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its undersigned duly authorized agent this 12th day of April, 1990.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

MONARCH HOMES OF SARASOTA, INC.,
a Florida corporation

By: [Signature]

As its Manager

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of April, 1990, by Timothy J. Towell as Manager of MONARCH HOMES OF SARASOTA, INC., a Florida corporation or behalf of the corporation.

[Signature]
Notary Public, State of Florida
My Commission expires: _____

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JOINDER AND MODIFICATION
OF DEED RESTRICTIONS AND EASEMENTS

Taylor Woodrow Homes of Florida, Inc., a Florida corporation ("TW"), being the grantor named in that certain warranty deed recorded in Official Records Book 2110, Page 1793, Public Records of Sarasota County, Florida (the "Deed"), hereby joins in and consents to the foregoing Declaration of Restrictions for Scarborough Common (the "Declaration"), to evidence its approval thereof and its agreement that the restrictions or easements set forth in paragraphs 4, the second unnumbered paragraph of paragraph 7, and paragraph 10(b) through (e) inclusive, are hereby terminated and replaced with the easements and restrictions set forth in the Declaration.

IN WITNESS WHEREOF, TW has executed this joinder as of the 12th day of April, 1990.

Witnesses:

Phyllis A. Ross
Mike Ross

TAYLOR WOODROW OF FLORIDA, INC.,
a Florida corporation

By:

DOUGLAS LEE ROBINSON
Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of April, 1990, by Douglas Lee Robinson as Vice-President of TAYLOR WOODROW OF FLORIDA, INC., a Florida corporation or behalf of the corporation.

Phyllis A. Ross
Notary Public, State of Florida
My Commission expires: Notary Public, State of Florida
My Commission Expires: Notary Public, State of Florida

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Lots 1 through 30, THE HIGHLANDS, Unit 7, as per plat thereof recorded in Plat Book 30, *Pages 40 through 40C, inclusive, of the Public Records of Sarasota County, Florida.

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Subject to all matters shown on the plat and all easements, restrictions, reservations, conditions and limitations of record.

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EXHIBIT "1A"

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
TO SCARBOROUGH COMMON

90103304

** OFFICIAL RECORDS **
BOOK 2242 PAGE 1052** OFFICIAL RECORDS **
BOOK 2246 PAGE 1343

This First Amendment is entered into as of the 23RD day of
August, 1990

WHEREAS, the undersigned, being the owners of at least 66-2/3% of all lots effected by that certain Declaration of Restrictions of Scarborough Common recorded in Official Record Book 2202, Page 2391,*Public Records of Sarasota County, Florida, have agreed to modify the Declaration as set forth herein to clarify such restrictions.

*re-recorded in Official Record Book 2203, Page 1970,

NOW THEREFORE, the undersigned hereby declares that the Declaration is hereby modified and amended as follows:

1. The sixth sentence of paragraph 4 is amended to read as follows:

"Except as originally constructed or approved by Developer, or if Developer has turned over architectural control to the Homeowners' Association, except as approved by the Homeowners' Association, no pool, whirlpool, jacuzzi or similar type devise, decking, fence or other improvement located outside the enclosed areas of the residences (as constructed or approved by Developer, or if Developer has turned over architectural control to the Homeowners' Association as approved by the Homeowners' Association), shall be constructed or permitted on any lot."

2. Except as amended hereby, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MONARCH HOMES OF SARASOTA, INC.

BY: Timothy Towell
Timothy Towell, Manager

STATE OF FLORIDA)
) ss.
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 23RD day of August, 1990 by Timothy Towell, Manager, of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, on behalf of the corporation.

Notary Public
Notary Public

My Commission Expires: 11/5/92

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..**THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE THE RE-RECORDING OFFICIAL RECORD BOOK AND PAGE NUMBERS OF THE DECLARATION OF RESTRICTIONS OF SCARBOROUGH COMMON.

JOINDER OF LOT OWNER

The undersigned, being the owner(s) of Lot 1, The Highlands, Unit 7, as per plat thereof as recorded in Plat Book 30, Pages 40 through 40c, inclusive, the Public Records of Sarasota County, Florida, hereby joins in this modification to evidence the undersigned's agreement to the terms and provisions of the First Amendment to Declaration of Restrictions of Scarborough Common to which this Joinder is attached.

Signed, sealed and delivered
in the presence of:

D & D VENTURES, INC.

Diane C. Post

By Donald J. Petramale
President

Mary E. Sienkowski

(CORPORATE SEAL)

STATE OF FLORIDA)

COUNTY OF SARASOTA)

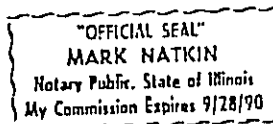
) ss.

The foregoing instrument was acknowledged before me this 1st day of September, 1990 by Donald J. Petramale as President of D & D VENTURES, INC., a Florida corporation on behalf of the corporation.

Mark Nattin
Notary Public

My Commission Expires: 9-28-90

SHAW:1126



** OFFICIAL RECORDS **
BOOK 2242 PAGE 1853

** OFFICIAL RECORDS **
BOOK 2246 PAGE 1344

JOINDER OF LOT OWNER

The undersigned, being the owner(s) of Lot 14, The Highlands, Unit 7, as per plat thereof as recorded in Plat Book 30, Pages 40 through 40c, inclusive, the Public Records of Sarasota County, Florida, hereby joins in this modification to evidence the undersigned's agreement to the terms and provisions of the First Amendment to Declaration of Restrictions of Scarborough Common to which this Joinder is attached.

Signed, sealed and delivered
in the presence of:

In the presence of:

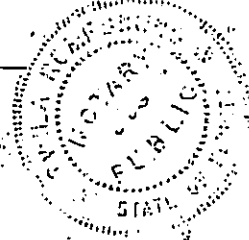
<u>Nancy Edwards</u>	<u>William W. Baker</u>
<u>E. C. Baker</u>	<u>Jean A. Gatten</u>

STATE OF FLORIDA)
COUNTY OF SARASOTA) ss.

The foregoing instrument was acknowledged before me this 31st day of day of July, 1990 by ~~James D. Batten and~~ William W. Batten and Jean A. Batten

Yilda Romero
Notary Public, County, Florida

My Commission Expires: 1-29-93



JOINDER OF LOT OWNER

SEP 17 1990

And.....

The undersigned, being the owner(s) of Lot 6, The Highlands, Unit 7, as per plat thereof as recorded in Plat Book 30, Pages 40 through 40c, inclusive, the Public Records of Sarasota County, Florida, hereby joins in this modification to evidence the undersigned's agreement to the terms and provisions of the First Amendment to Declaration of Restrictions of Scarborough Common to which this Joinder is attached.

Signed, sealed and delivered
in the presence of:

William T. Barbera

John Klinkowize
John Klinkowize

William T. Barbera

Jean Klinkowize
Jean Klinkowize

STATE OF ~~FLORIDA~~ ^{NEW YORK})
COUNTY OF ~~SARASOTA~~ ^{WESTCHESTER}) ss.

The foregoing instrument was acknowledged before me this 14 day
of SEPTEMBER, 1990 by John Klinkowize.

WILLIAM T. BARBERA, Notary Public
State of New York No. 4511851
Qualified in Westchester County
Certificate filed in Westchester County
Term Expires March 30, 1991

William T. Barbera
Notary Public

My Commission Expires:

STATE OF ~~FLORIDA~~ ^{NEW YORK})
COUNTY OF ~~SARASOTA~~ ^{WESTCHESTER}) ss.

The foregoing instrument was acknowledged before me this 14th day
of SEPTEMBER, 1990 by Jean Klinkowize.

WILLIAM T. BARBERA, Notary Public
State of New York No. 4511851
Qualified in Westchester County
Certificate filed in Westchester County
Term Expires March 30, 1991

William T. Barbera
Notary Public

My Commission Expires:

SHAW:1126

** OFFICIAL RECORDS **
BOOK 2246 PAGE 1855

** OFFICIAL RECORDS **
BOOK 2246 PAGE 1346

RECORDED IN OFFICIAL
RECORDS
SEP 20 4 32 PM '90
KAREN E. RUSSELL
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL.

Oct 23 6 130

(613) 824-3121

PLAT BOOK 11 - PAGE 308
SUBJECT: PLANNED UNIT DEVELOPMENT

THE HIGHLANDS, UNIT 7
A SUBDIVISION
A PLANNED UNIT DEVELOPMENT
SECTION 10, TOWNSHIP 36S., RANGE 18 E. SARASOTA COUNTY, FLORIDA

REMARKS: The undersigned has examined the plat and found that the same complies with the provisions of the Florida Statutes, Chapter 218, F.S., and the provisions of the local ordinance of Sarasota County, Florida, relating to the subdivision of land. The undersigned further certifies that the plat is a true and correct copy of the original as filed with the County Clerk of Sarasota County, Florida.

DECLARATION OF DISINTEREST: I, the undersigned, do hereby declare that I am not a party to this subdivision and that I have no interest in the land being subdivided.

STATE OF FLORIDA)
COUNTY OF SARASOTA) S.S.

WITNESSETH THAT I, the undersigned, a duly qualified and authorized officer of the County of Sarasota, Florida, do hereby certify that the foregoing is a true and correct copy of the original as filed with the County Clerk of Sarasota County, Florida.

PRIVATE

THE UNDERSIGNED DO HEREBY CERTIFY AND SO FURTHER CERTIFY (SAY, (13))
THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED WITH THE COUNTY CLERK OF SARASOTA COUNTY, FLORIDA, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED WITH THE COUNTY CLERK OF SARASOTA COUNTY, FLORIDA.


IN WITNESS WHEREOF, THE UNDERSIGNED DO HEREBY SIGN AND SEAL THIS 10th DAY OF SEPTEMBER, 1961, AT SARASOTA, FLORIDA.

STATE OF FLORIDA)
COUNTY OF SARASOTA) S.S.

WITNESSETH THAT I, the undersigned, a duly qualified and authorized officer of the County of Sarasota, Florida, do hereby certify that the foregoing is a true and correct copy of the original as filed with the County Clerk of Sarasota County, Florida.

MOSTBY ENGINEERING ASSOCIATES, INC.
SARASOTA, FLORIDA 34231
(813) 554-1101

SECTION 10, TOWNSHIP 36S., RANGE 18 E. SARASOTA COUNTY, FLORIDA



MOSBY ENGINEERING ASSOCIATES, INC.
 2501 MI ST. BOX 1000 TAMPA FLA 33611
 (813) 274-1101

PLAT NOOE-33 PAGE 405
SHEET 1 OF 1 SHEETS

[illegible]

LOT AREA TABLE

 MOSBY ENGINEERING ASSOCIATES, INC.
3608 REX ROAD, SUITE 100, FLA. 32217
(913) 824-1101

SUBJECT: LANDSCAPED BUFFER EASEMENT AREA

SOURCE: DECLARATION OF RESTRICTIONS OF SCARBOROUGH COMMON

Item 2.

Homeowners Association. Every owner of a lot in this subdivision shall automatically become a member of Scarborough Common Community Association, Inc. (hereinafter called Homeowners Association) upon acquiring their lots from Developer, and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. The primary purpose of Homeowners Association is to insure to all owners in "Scarborough Common" that the common entranceway and signs and landscape buffer are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced and generally to protect and preserve the quality of "Scarborough Common."

Homeowners Association shall have the right and obligation to carry out the aforesaid purposes, and to levy assessments to carry out and fulfill those purposes and the purpose of carrying out any of its duties set forth herein, in its Articles of Incorporation or its Bylaws, and to take such action as is hereinafter provided to enforce collection of such assessments.

SOURCE: DECLARATION OF RESTRICTIONS OF SCARBOROUGH COMMON

Item 10.

Easements.

(c) A landscape buffer easement is hereby reserved and created in favor of Developer and Home Owners Association over, under and across that portion of Lots 15 through 30, inclusive, of the Scarborough Common, lying within the private drainage easement located along the rear of such lots as shown on the Plat of The Highlands, Unit 7 (the "Landscaped Buffer"). No lot owner shall make any additions, alterations or modifications of any landscaping contained within the Landscaped Buffer without the prior written consent of the Homeowners Association. Further, the Homeowners Association shall be responsible for the maintenance, replacement and trimming of the landscaping contained within the Landscaped Buffer easement area.

SOURCE: SCARBOROUGH COMMON COMMUNITY ASSOCIATION, INC. BOARD OF DIRECTORS MEETING

APRIL 24, 1992. (Directors Present: Timothy Towell, Bill Nicholl, John Klinkowize. (Paragraph 5) The transition committee, Monarch Homes, and the Board have come to an agreement regarding the Myrtle landscape buffer. Some areas of the buffer have been suffering from lack of water, the problem being that since a common irrigation system does not exist the buffer watering is subject to the individual owners irrigation schedules. All areas are not getting equal amounts of water. Some owners have been turning down the system when they leave for extended periods.

(Paragraph 6) In an effort to get uniform watering that the buffer needs, it was decided that a common irrigation system would be installed. This system would be tied to the well at the lake, and lines will be run along the common buffer. The committee has looked into the amount of irrigation heads needed to get the maximum effect.

(Paragraph 7) After reviewing three bids for this job the Board unanimously approved the proposal from Better Lawn and Gardens. The entire job will cost approximately \$3800. This price includes installing the needed line under Highlands Bridge Road. The work will begin as soon as the Association receives the signed easement from the Highlands.

(Continued)

(Paragraph 8) It was unanimously accepted by the Board that the costs for the system would be divided 50/50 between the Association and Monarch Homes. The Associations share will be taken out of the reserve funds that have been set aside for the Buffer.

(Paragraph 9) Monarch Homes will replace any damaged common area wax myrtles once the irrigation system is up and running. Trimming will also be done.

Note from Scarborough Common Community Association, Inc. Board of Directors.

Monarch Homes is to inform the Board of Directors when replanting will take place so the homeowners can be informed; also what warranty would apply to the plantings and the irrigation system to water these plants. In addition, the grass and plantings on the right hand side when entering Scarborough Common, will be irrigated and the tree/plantings replaced.

Board of Directors

Benjamin Blackaby - President

Irwin Stupack - Vice President

Jean Batten - Secretary

John Klinkowize - Assistant Secretary

Allen Cudworth - Treasurer

DECLARATION OF RESTRICTIONS

SCARBOROUGH COMMON

JUL 01 2011

By mf 140** OFFICIAL RECORDS **
BOOK 2906 PAGE 1377

An Association located in the Meadows Community in Sarasota County did at a meeting of a quorum of members of the Association vote to change the restrictions on December 5, 1995.

The current Paragraph 10 (c) is:

A landscape buffer easement is hereby reserved and created in favor of the Homeowners Association over, under and across that portion of Lots 15 through 30 inclusive of Scarborough Common, lying within the private drainage easement located along the rear of such lots as shown on the Plat of the Highlands, Unit #7 (the Landscaped Buffer). No lot owner shall make any additions, alterations or modifications of any landscaping contained within the Landscape Buffer without prior written consent of the Homeowners Association. Further, the Homeowners Association shall be responsible for the maintenance, replacement and trimming of the landscaping contained within the Landscape Buffer easement area.

The underlined areas have been changed to the following:

---Any owner of a lot which includes a portion of the Landscape Buffer area may make additions, alterations, or modifications to the landscaping within the Buffer Area and shall be responsible for trimming and maintenance (other than irrigation) of all landscaping included in any portion of the Landscape Buffer within that lot.

---The SCHA will be responsible for trimming, maintenance and replacement of the landscaping contained within the common property Buffer area and all other common property.

Dec 6, 1995
Date

Scarborough Common Community Association, Inc.

Witness:

President: [Signature]

Treasurer: [Signature]

✓ SCARBOROUGH Common Association
3413 Highlands Bridge Rd.
SARASOTA, FL 34235

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
96 OCT 30 PM 3:44
HARLEN E. HUBBARD
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

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

48 Only

**CERTIFICATE OF NOTICE FOR FILING EXTENSION OF
DECLARATION OF RESTRICTIONS**



THE SCARBOROUGH COMMON HOMEOWNERS ASSOCIATION,
INC., its address being 2004 Longmeadow, Sarasota, FL 34235, Sarasota County, Florida,
by the hands of the undersigned hereby certifies that:

The Declaration of Restrictions of The Scarborough Common
Homeowners Association, Inc. Subdivision, composed of Lots 1 through 30, inclusive,
THE HIGHLANDS, Unit 7, is recorded in Official Records Book 002202, Page 002391
of the Public Records of Sarasota County, Florida, as may be amended from time to time.

Pursuant to the requirements in Chapter 712.05 and Chapter 712.06,
Florida Statutes, THE SCARBOROUGH COMMON HOMEOWNERS ASSOCIATION,
INC. submitted to the entire membership of the Board of Directors of the Association, at
properly called Board meeting held on the 16th day of February, 2005, at 1:30 p.m. the
vote required by this statutory reference to preserve its Restrictions, and protect the same
from extinguishment by way of the Marketable Record Title Act. The Board of
Directors, at this properly called Board meeting approved by affirmative vote of not less
than two-thirds of all Board members, to preserve and extend the Declaration of
Restrictions of The Highlands Unit 7 Subdivision for an additional 30 years. Notice of
this Board meeting was provided to all lot owners in the Subdivision not less than seven
(7) days prior to the Board meeting. Attached to this Certificate is an Affidavit, executed
by the appropriate member of the Board of Directors of the Association, affirming that
the Board of Directors, prior to its voting on this issue, either mailed or hand delivered to
the lot owners in the Subdivision the following statement of marketable title action:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005080480 9 PGS
2005 APR 19 11:40 AM
KAREN E. RUBING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
RECEIVED
Receipt # 613729

"Statement of Marketable Title Action"

The Scarborough Common Homeowners Association, Inc. ("Association"), has taken action to ensure that the Declaration of Restrictions for single family homes in Scarborough Common Subdivision of THE HIGHLANDS, UNIT 7, as recorded in Official Records Book 002202, Page 002391 of the Public Records of Sarasota County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Sarasota County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

In witness whereof, said Association has caused this Certificate to

be signed in its name by its President this 16TH day of FEB, 2005.

WITNESSES:

SCARBOROUGH COMMON
HOMEOWNERS ASSOCIATION, INC.

Kathy Kaye
Print name: KATHY KAYE

By: Michael J. Harvey
As: President

Arthur Borchers
Print name: ARTHUR BORCHERS

ATTEST

Kathy Kaye
Print name: KATHY KAYE

By: David Francisco
As: Secretary

Arthur Borchers
Print name: ARTHUR BORCHERS

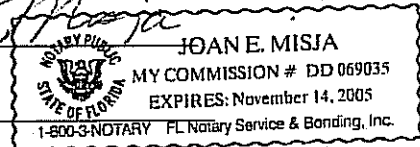
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Michael Garvey, as President, and DAVID FRANCISCO, as Secretary, of the Scarborough Common Homeowners Association, Inc., and they acknowledged before me that they are officers of said corporation; and they executed the foregoing Certificate of Notice for Filing Extension of the Declaration of Restrictions of Scarborough Common Subdivision on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Notice of Filing Extension of Declaration of Restrictions of Scarborough Common Subdivision, and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida, this 16 day of February, 2005.

Michael J. Garvey - Pres. JOAN E. MISJA
David Francisco - Secy Printed Name of Notary:

Joan E. Misja
Notary Public
Commission #



My Commission Expires:

CERTIFICATE OF MAILING

I hereby certify that I did on this 19 day of April, 2005

mail by certified mail a copy of the foregoing notice to each of the lot owners at the address or addresses as shown on the attached Affidavit.

KAREN RUSHING
Clerk of Court

(Court Seal)



Margitta Taylor
Deputy Clerk