

**THIRD RESTATED  
COVENANTS AND RESTRICTIONS  
FOR  
RAVENWOOD OWNERS' ASSOCIATION, INC.**

**WHEREAS, RAVENWOOD OWNERS' ASSOCIATION, INC.** is the Owners' Association for the following described property, herein called "subdivision":

DeSOTO PINES, UNIT I, as per Plat thereof recorded in Plat Book 24, Pages 45, 45A and 45B, Public Records of Sarasota County, Florida

and

DeSOTO PINES, UNIT II, as per Plat thereof recorded in Plat Book 29, Pages 27, 27A and 27B, Public Records of Sarasota County, Florida;

and

**WHEREAS**, it is the desire and intention of **RAVENWOOD OWNERS' ASSOCIATION, INC.**, hereinafter called "Association", to impose on the property described above mutual beneficial restrictions under a general plan of improvement for the benefit of all the land in the tracts and the owners of those lands; and

**WHEREAS**, the Covenants and Restrictions were previously restated to combine the Covenants and Restrictions for DeSOTO PINES, UNITS I and II, and to substitute the Association for the Developer as to certain rights and responsibilities set forth in the Covenants and Restrictions. The First restatement is found in Official Record Book 2106, Page 1932, and the Second restatement in Book 2386, Page 2694 of the Public Records of Sarasota County, Florida; and

**WHEREAS**, this Third Restated Covenants and Restrictions for Ravenwood Owners' Association. Inc., restates the previous Covenants and Restrictions as they have been amended in October of 2004 by a majority vote of the lots in the subdivision.

**NOW, THEREFORE**, the Association 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 plan for the subdivision, improvement, and sale of the land, 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 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 the above described lands or any part thereof.

**ARTICLE I**  
**HOMEOWNERS' ASSOCIATION**

**1. OWNERS' ASSOCIATION.** Each owner of a lot or parcel in the subdivision upon acquiring title to their lot or parcel shall become members of the Association and shall commence paying to the Association uniform assessments hereinafter mentioned. There shall be one vote per lot. The Association shall have no right to modify or impose restrictions upon the subdivision except as expressly set forth herein.

The Association assumes responsibility for maintenance at its expense of association property such as the community entranceway signs, the irrigation system and pump station. The Association shall have access to all such association property for the purposes of maintenance, repair, and replacement.

**2. ASSESSMENTS.** The costs of operating the Association and deferring the Association expenses as outlined herein as well as any other expenses relating to obligations hereafter undertaken by the Association shall be payable to the Association annually or more frequently if it so determines, assessing each and every lot or parcel its pro-rata share of the same. Such lot or parcel's pro-rata share shall be determined on a basis of platted lots (not parcels), each platted lot to bear its equal share. Parcels comprising more than one platted lot shall bear their share of such expenses proportionately. In no event, however, shall the per lot annual assessment aggregate more than \$100.00, unless the Association, by the affirmative vote of fifty-one percent (51%) of the lots represented in the Association, has adopted uniform assessments for the year in question exceeding such sum. In the event that a lot or parcel does not pay its maintenance assessment when made by the Association, the same shall then and there become a lien upon said lot or parcel, which lien shall be evidenced by a document in writing recorded in the Public Records of Sarasota County, Florida, and shall bear interest at the legal rate from the date of such lien until fully paid and shall be subject to foreclosure as though the same were a mortgage. Such lien shall also secure payment of all costs and expenses of the Association, including court costs and attorneys' fees incurred in collecting the same.

**3. RIGHT OF ASSOCIATION TO GRANT VARIANCES.** The absolute right and discretion is hereby reserved to the Association, by an affirmative vote or by the written consent of the owners of a majority of lots in the subdivision, to grant variances from the obligations contained in these Covenants and Restrictions in cases where not to grant such variance would create hardship in the opinion of the Association or where such variances would be in keeping with the spirit and Intent of these Covenants and Restrictions or would be such as to not adversely affect any neighboring owners or the subdivision as a whole.

**ARTICLE II**  
**USE RESTRICTIONS**

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage attached and made a part of the dwelling house. No detached structures except as approved in this Article, Section 10 of these Covenants and Restrictions shall be erected or permitted and all garages, patios, screened enclosures, or other auxiliary buildings shall be attached and made a part of the dwelling house. The grade level established by the developer shall not be materially altered nor shall any filling be done that will adversely affect the proper drainage of adjacent property. The buildings to be erected or maintained shall be of new and durable material.

2. **SIDEWALL MATERIAL.** Exterior walls of all structures must be covered with stucco, wood, brick, stone or other suitable materials and appropriately finished. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior walls.

3. **TEMPORARY STORAGE STRUCTURES OR DEVICES.** No storage structure of a temporary character, such as portable storage pods or trailers, shall be placed upon any lot for more than thirty (30) days unless construction is being conducted on the property pursuant to an active building permit.

4. **DWELLING SITE AND DESIGN.** The floor area of the dwelling, exclusive of open porches, lanais and garages, shall be not less than two thousand (2,000) square feet. Each dwelling shall be constructed with an attached and enclosed garage designed to accommodate a minimum of two (2) cars. Carports are not permitted.

5. **BUILDING LOCATIONS.** No dwelling shall be located on any lot nearer to the front lot line than thirty-five (35) feet, nor nearer to any rear or side lot line than twenty-five (25) feet. The front lot line is defined as the lot line facing the street; and any corner lot facing upon two streets shall have a front lot line on both streets. The distance from the lot lines to the structure shall be measured along a straight line from the closest points. Eaves, steps, and open porches shall be considered as a part of the building for the purposes of this covenant. No fence or wall shall be located nearer to the front lot line than the front corner of the building between the front and side yards. For the purpose of this covenant, any person owning two adjacent lots may disregard the adjoining lot line between the two adjacent lots if the dwelling is to be located on both lots, provided, however, that dwellings located on lots having a front line of less than eighty (80) feet may be located nearer than thirty-five (35) feet from said front lot line, and may be located nearer than twenty-five (25) feet from side lot lines if the location of the dwelling is approved by the Association. No part of any dwelling shall be located nearer than ten (10) feet from any point on the easement for storm water management impoundment reflected on the Subdivision Plats of DeSOTO PINES, UNITS I and II.

**6. RESUBDIVISION PROHIBITED.** No lot or group of lots shall be resubdivided.

**7. EASEMENTS.** The Association does hereby reserve easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plats, and also under, across, and over the rear ten (10) feet of each lot, the side ten (10) feet of each lot, and front five (5) feet of each lot. 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 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. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. When an area greater than one (1) lot is used as a building site, the outside boundary of said site shall be subject to the above lot line easements. The easements hereby reserved are in addition to all other easements reflected by the Subdivision Plats.

**8. NUISANCES.** No unreasonable noise or odors shall be permitted to come from any lot. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**9. TEMPORARY STRUCTURES.** No structures of a temporary shall be used on any lot at any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer during the course of construction.

**10. OTHER STRUCTURES.** Any detached structure may be constructed on a lot only after said structure has received the prior written approval of the Architectural Control Committee and the Board of Directors and only if it meets the following minimum standards:

- A. The design and appearance of the structure shall be compatible with the dwelling.
- B. A minimum of 150 square feet in size and a maximum of 400 square feet.
- C. It shall be constructed between the rear lot line and the rear of the residence; additionally placement on corner lots shall be no closer to the roadway than an extension of a line from the side of the residence facing the roadway to the rear of the lot.

**11. SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than one (1) square foot used to designate the name of the resident and one (1) sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by builder or developer to advertise the property during the construction and sales period.

**12. 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 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.

**13. REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and all other waste shall not be kept except in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

**14. VISIBLE PARKING OR STORAGE.** All motor vehicles shall be parked on a paved or concrete driveway or in a garage. Except all boats, boat trailers, utility trailers, campers, commercial trucks, commercial vans and recreational vehicles shall be parked inside of a garage except upon review by the Architectural Review Committee and approval by the Association Board of Directors and when kept in the side or rear yard completely screened from view from the street and neighboring properties by a solid fence and/or vegetative buffer. No construction equipment, parts, or inoperable vehicles or equipment shall be permitted to remain on any lot unless it is kept in the side or rear yard completely screened from view from the street and neighboring properties by an appropriate solid fence and/or vegetative buffer, or enclosed in the garage. Lake lot owners may keep boats of eighteen (18) feet or less moored in the lake behind their homes or tied to an approved dock. Boats operated in the lake must be non-motorized with the exception of electric trolling motors. Boat, motor home and camper owners may park such vehicles on lots, in their driveway for the purpose of loading or cleaning for periods not to exceed forty-eight (48) hours and no more frequently than twice monthly.

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

**16. LAWNS, DRIVEWAY AND LANDSCAPING.** All lawns In front of each residence lot shall be extended to the pavement line. No gravel, blacktop or paved parking strips along the street shall be installed or maintained. Driveways shall extend from the garage to the street pavement and be constructed of blacktop or reinforced concrete, a minimum of four (4) inches in thickness or other suitable and appropriate materials when reviewed by the Architectural Review Committee and approved by the Association Board of Directors. All front lawns shall be grass sodded upon completion of the residence. Rear and side yards shall be sprigged, seeded or sodded. All lots, including improved vacant lots, must be kept neat and free of refuse and must have lawns or vegetation cut to reasonable levels at all times. In no event shall stone or gravel yards be permitted. Provided that nothing herein shall prohibit the use of gravel and/or wood shavings or like ground cover for decorative landscaping purposes of an otherwise sodded yard.

**17. TREES.** No tree or shrub, the trunk of which is six (6) inches in diameter as measured four (4) feet above the ground, shall be cut down or otherwise destroyed without the prior written consent of the Association Board of Directors, except those

trees or shrubs located within ten (10) feet of a house or within ten (10) feet of a driveway or a swimming pool or those which pose a danger to a structure.

**18. CLOTHESLINES.** All clotheslines and drying yards shall be located in the rear yard of the lot and within the rear and side setback lines and shall be screened from neighboring properties either by landscaping or by a decorative wall.

**19. RENTAL.** No residence shall be rented by the owner for a period less than one (1) year. All absentee owners shall include a clause in any rental agreement stating that any renter/occupant shall be provided with a copy of these Covenants and Restrictions and that by signing a lease the renter/occupant agrees to abide by these Covenants and Restrictions. The owner shall be responsible for any violation by said renter/occupant. All owners renting their residences must provide a copy of the proposed lease to the Association prior to the rental of said residence. The owner shall provide its lessees a copy of the Association's governing documents, and all leases shall contain language stating that the owner must provide the lessee a copy of the Association's governing documents and that the lessee acknowledges its obligation to comply with all of the Association's restrictions.

### **ARTICLE III** **ARCHITECTURAL CONTROL AND ENFORCEMENT**

**1. ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted to the Architectural Review Committee and approved by the Association Board of Directors. No fence or walls shall be erected or placed on any lot nearer to the roadway than the extension of a line of that part of a structure which faces a roadway and approved by the Board of Directors.

**2. ENFORCEMENT.** These Covenants and Restrictions may be enforced by the Association 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.

A. **Fines:** The Association shall have the authority to impose fines upon owners for violations of the restrictions contained in this document. However, the Board's authority in this regard is limited to the imposition of fines pursuant to Florida Statute solely for violations of the specific provisions of this document, and any changes regarding the amount of fines imposed or the scope of the violations subject to possible fines will require an amendment to this document. The Board shall have the authority to adopt guidelines for enforcement procedures and to appoint fining and/or enforcement committees to administer such procedures. Such committee members shall serve at the pleasure of the Board of Directors, and may be appointed, removed, or replaced at any time by the Board of Directors. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. No fine for a single violation may exceed \$50.00 per

day per violation. No fine in the aggregate shall exceed \$1,000.00. The defaulting Unit Owner shall be entitled to a hearing before a fining committee of Unit Owners appointed by the Board, upon written notice of not less than fourteen (14) days, specifying the violations charged, and the date, time and place of the hearing. The fining committee must be made up of at least three (3) members of the Association, and such committee members may not be members or relatives of members of the Board, or employees or relatives of employees of the Association. The party against whom the fine may be levied may be represented by legal counsel and shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association. A fine in any amount may not be levied by the Association unless approved by the fining committee. No fine shall become a lien upon the Unit whose Owner is in violation.

#### **ARTICLE IV** **MISCELLANEOUS**

1. **AMENDMENTS.** These Covenants and Restrictions may be amended by the Association by an affirmative vote or by the written consent of the owners of a majority of lots in the subdivision. Such amendment shall become effective when duly executed and recorded in the Public Records of Sarasota County, Florida. No such amendment, however, shall invalidate any action properly taken under these Covenants and Restrictions.

2. **INVALIDATION.** Invalidation of any one or more of these Covenants and Restrictions by judgment or court order or in any other manner shall in no wise effect any of the other provisions hereof which shall remain in full force and effect.

3. **INSURANCE.** The Association shall have the authority to purchase hazard and liability insurance covering Association property in amounts as determined appropriate by the Board of Directors. The Association shall have the authority to purchase such other insurance as may be desired by the Association, including, without limitation, flood insurance, errors and omissions insurance, directors and officers insurance, worker's compensation insurance, or any other insurance.

4. **DURATION.** The covenants, conditions, easements and restrictions set forth in this document shall be covenants running with the land and shall be binding upon all parties and all persons having an interest in any portion of the land lying and being within the Ravenwood subdivision for a period of twenty-five (25) years from the date of the recording of this document in the Public Records of Sarasota County, Florida. Unless otherwise terminated as provided for herein, the Association shall assure that this document is properly preserved under Florida's Marketable Record Title Act (MRTA). At the end of the twenty-five (25) year term, the covenants, conditions, easements and restrictions shall be automatically extended for successive periods of twenty-five (25) years unless the same are terminated in accordance with the terms as set forth below.

5. **TERMINATION.** The covenants and restrictions contained in this document may only be terminated upon written consent of ninety percent (90%) of all of the Lots within this Subdivision which must be duly recorded upon the records of the Association.

**CERTIFICATE OF AMENDMENT**

The undersigned officers of the RAVENWOOD OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, do hereby certify that the foregoing Third Restated Covenants and Restrictions for Ravenwood Owners' Association, Inc. was duly proposed and approved by not less the affirmative approval of a majority of lots in the subdivision. The undersigned further certify that these Restated Covenants and Restrictions were adopted in accordance with the Association Documents and applicable Florida law.

**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed their signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**Witnesses**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**RAVENWOOD OWNERS' ASSOCIATION, INC.**

**BY:** \_\_\_\_\_

Its President

ATTEST: \_\_\_\_\_

Its Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2004, by \_\_\_\_\_ and \_\_\_\_\_ as President and Secretary, respectively, RAVENWOOD OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are (\_\_\_) personally known to me or (\_\_\_) have produced \_\_\_\_\_ (type of identification) as identification and did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida