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KAREN E. RUSHING  
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SARASOTA COUNTY, FLORIDA  
ASAMS Receipt#993277



**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS  
GEORGETOWNE SUBDIVISION, UNIT I  
AND  
GEORGETOWNE SUBDIVISION, UNIT II**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
AND  
AMENDED AND RESTATED BY-LAWS  
GEORGETOWNE HOME OWNERS ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Declaration of Restrictions of GEORGETOWNE SUBDIVISION, UNIT I and GEORGETOWNE SUBDIVISION, UNIT II (which Declarations were originally recorded at Official Records Book 25, Page 42 et seq. and at Official Records Book 27, Page 5 et. seq. of the Public Records of Sarasota County, Florida, respectively), and the attached Amended and Restated Association By-laws and Amended and Restated Articles of Incorporation of GEORGETOWNE SUBDIVISION HOME OWNERS ASSOCIATION, INC. (herein, Athe Association@) were duly adopted as follows. The Declaration of Georgetowne Subdivision, Unit I was adopted by the affirmative written consent of not less than sixty-four (64) of the Lots in Georgetowne Subdivision, Unit I, which is sufficient for adoption under Article 23 of the Declaration of Restrictions of Georgetowne Subdivision, Unit I. The Declaration of Georgetowne Subdivision, Unit II was adopted by the affirmative written consent of not less than seventy (70) of the Lots in Georgetowne Subdivision, Unit II, which is sufficient for adoption under Article 21 of the Declaration of Restrictions of Georgetowne Subdivision, Unit II. The Amended and Restated Articles of Incorporation of the Association were approved and adopted by resolution of the Board of Directors at a Board of Directors Meeting held on February 3, 2007, which is sufficient for adoption under Article X of the Articles of Incorporation. The Amended and Restated By-laws were approved and adopted by affirmative vote of not less than a two-thirds (2/3) of those members of the Association in attendance at the Annual meeting of the Association Membership held on October 18, 2007, which is sufficient for adoption under Article XIII of the Association By-laws.

DATED this \_\_\_\_ day of November, 2007.

Signed, sealed and delivered  
in the presence of:

sign: Rebecca August

print: Rebecca August

sign: Karen Ausley

print: Karen Ausley

Signed, sealed and delivered  
in the presence of:

sign: Rebecca August

print: Rebecca August

sign: Karen Ausley

print: Karen Ausley

STATE OF FLORIDA  
COUNTY OF SARASOTA

GEORGETOWNE HOME OWNERS  
ASSOCIATION, INC.

By: Nicole Rissler  
Nicole Rissler, President

Attest: Katherine Wiegand  
Katherine Wiegand, Secretary

(Corporate Seal)

The foregoing instrument was acknowledged before me this 21<sup>th</sup> day of November, 2007,  
by Nicole Rissler as President of Georgetowne Home Owners Association, Inc., a Florida  
corporation, on behalf of the corporation. She is personally known to me or has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC

sign [Signature]

print \_\_\_\_\_  
OFFICIAL SEAL  
Sara Davis  
Notary Public, State of Florida  
State of Florida # [Number] (Seal)  
Comm. Exp. Nov. 1, 2009  
My Commission expires \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2007, by Katherine Wiegand as Secretary of Georgetowne Home Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced Florida DL as identification.

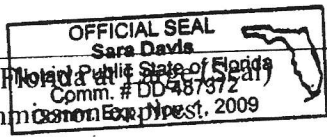
NOTARY PUBLIC

sign



print

State of Florida  
My Commission Expires



**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

GEORGETOWNE SUBDIVISION, UNIT I

GEORGETOWNE SUBDIVISION, UNIT II

This is the Amended Declaration of Restrictions for the following real property:

GEORGETOWNE SUBDIVISION, UNIT I, per plat thereof recorded in Plat Book 25, Pages 42, 42A-D, of the Public Records of Sarasota County, Florida

GEORGETOWNE SUBDIVISION, UNIT II, per plat thereof recorded in Plat Book 27, Pages 5 through 5D, inclusive of the Public Records of Sarasota, County, Florida.

Said subdivisions shall be referred to herein respectively as "Georgetowne Unit I" and "Georgetowne Unit II" and collectively as "the Subdivisions".

This Amended Declaration of Restrictions amends, supersedes and replaces the Declaration of Restrictions for Georgetowne Unit I recorded at Official Records Book 182 Page 902 et seq. and the Declaration of Restrictions for Georgetowne Unit II recorded at Official Records Book 1363 Page 1635 et seq., both of the Public Records of Sarasota County, Florida.

This Amended Declaration of Restrictions is for the purpose of providing mutual beneficial restrictions under a general plan of improvement for the benefit of all the land in the Subdivisions and the future owners of those lands. 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 use 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.

1. The Association. Each record title owner of a lot in the Subdivisions shall be a member of Georgetowne Subdivision Home Owners Association, Inc. and shall have one voting right for each such lot, to be exercised in the manner provided in the Association Bylaws.

2. Single Family Residential Use only. No lot or parcel of lands within the Subdivisions shall be used for any purpose other than solely and exclusively for a single family residential dwelling. No business shall be conducted on a lot which produces or attracts traffic from any employee, customer, client, contractor or supplier or traffic from any parcel pickup or delivery

which exceeds that of a normal residence or which produces any noise or odor or which otherwise creates any problem or source of annoyance within any portion of the Subdivisions.

3. Sidewall Material. Cement block, where used, must be stuccoed or veneered with brick or stone.

4. Architectural control. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the Association as to quality of material, harmony of external design with existing structures, and as to the location width respect to topography and finished grade elevation.

5. Fences. No fences, walls or hedge shall exceed eight feet in height. No fences, walls or hedges shall be located nearer to the front lot line than the front corner of the building between the front and side yards. All fences and walls are subject to the Association's approval as to material and height. Provided further, that on any Lake Site Lot no fence shall be constructed within 50 feet of the boundaries of the lake.

6. Dwelling Size and Design. The living area on the ground floor of the dwelling, exclusive or open porches, lanais and garages shall be not less than 1200 square feet. Each dwelling shall be constructed with a two car garage. Carports are not permitted unless approved by the Association in writing. In the event of a two story dwelling the minimum square feet of the ground floor area as defined above shall be 800 square feet.

7. Building Locations. Subject to any more restrictive setbacks as are reflected on the subdivision plats for the Subdivisions, no buildings shall be located on any lot nearer to the front lot line than 20 feet nor nearer to any rear lot line than 10 feet. In Georgetowne Unit I, the combined side lot setback shall be 8 feet, with no building being located nearer to any side lot line than 8 feet. For example, if a building is situated 8 feet from one side lot line, the building shall be at least 10 feet from the other side lot line. In Georgetowne Unit II, the combined side lot setback shall be 10 feet, with no building being located nearer to any side lot than 3 feet. Thus, for example, if a building is situated 8 feet from one side lot line, the building shall be a least 10 feet from the other side lot line. The front lot 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. 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.

8. Resubdivision Prohibited. No lots or group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of building sites then lots shown on the plats of the Subdivisions. A residential site may consist of one or two more lots or one lot and part of a contiguous lot, but no site which changes a lot, as originally platted, shall

have a front or rear dimension of less than is contained in the smallest adjoining lot shown in the original plat of this subdivision.

9. Easements. Within the easements reserved and reflected on the plats of the Subdivisions, 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 scope, 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.

10. Temporary Structures. No structures of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time either temporarily or permanently, except that upon prior written approval of the Association, a shed not large than eight feet by ten feet by seven feet may be placed in the rear yard of a lot, hidden from view of any neighbor.

11. 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, and one sign of not more than four square feet advertising the property for sale or rent.

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. Solicitation. To the extent allowed by law, there shall be no solicitation of a commercial, political, religious or other nature in the Subdivisions.

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

15. Visible Parking or Storage. With the exception of family-type noncommercial vehicles, no vehicle of any kind shall be parked or stored except inside an enclosed garage or completely out of view in the rear or side yard. Vehicles prohibited from being parked or stored in open view include, but are not limited to carts, trucks, motor homes, trailers, boats, racing cars, motorcycles, campers, recreation vehicles and commercial equipment. A commercial vehicle is one bearing commercial signage or which is otherwise evidently used for commercial purposes. A law enforcement or government vehicle, not used in commerce, is not a commercial vehicle. No vehicle which is otherwise allowed to be parked in open view may be parked in open view overnight on any lawn or on the street.

*refer to email  
sent to  
city 8/15  
inside*

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

17. Antenna. With the exception of a satellite dish television antenna measuring not more than one meter in diameter, there shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of a dwelling house, nor shall any such antenna be maintained inside a dwelling house if it emanates or creates radio or television receipt interference with any neighboring dwelling houses.

18. Lawns, Driveways and Landscaping. All lawns in front of each residence lot shall be entranced to the pavement line. No loose gravel, blacktop or paved parking striping along the street shall be installed or maintained. Driveways shall be blacktop or reinforced concrete a minimum of four inches in thickness with a trowel-broom finish from the garage to the property line or shall be of such other material approved by the Association. All lawns shall be grass sodded upon completion of the residence.

19. Sidewalks. The owner of any lot upon which a sidewalk has been constructed shall be responsible for maintaining same in good repair and condition,

20. 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 by landscaping or by decorative wall.

21. Swimming Pools. All swimming pools shall be constructed below ground. Above ground swimming pools are strictly prohibited. The setback requirements and construction standards for swimming pools must comply with the standards as adopted by Sarasota County, Florida and its departments having jurisdiction.

22. Lake Site Lot Owner's Obligation to Maintain Lake Lots. For purposes of this Declaration the term "Lake Site Lot" is defined as Lot Numbers 50 through 55, inclusive, and Lots 69 and 70, all in Block "A" as per the Plat of Georgetowne Unit II recorded in Plat Book 27, at Pages 5 through 5D, inclusive, of the Public Records of Sarasota County, Florida. It shall be the obligation of the owners of Lake Site Lots to properly maintain the the lake as disclosed on the Plat of Georgetowne Unit II.

23. Lot Maintenance. Each lot owner shall maintain the lot and all improvements thereon, including but not limited to the house and lawn, driveway and any fence or hedge, in good condition and repair, so as to not detract from the appearance and property values of the Subdivisions or any portion thereof.

24. Maintenance of Common Areas. The Association shall maintain the entrance islands to the Subdivisions and associated property, the wall serving the Subdivisions along Honore Avenue and any real property which may be owned by the Association.

25. Association Funding. The Association may levy annual and special assessments as needed to fund the exercise of its powers and duties. Such assessments shall be distributed equally to each lot in the Subdivisions and shall be paid by the record owners thereof. In the event any such assessment is not paid when due, it shall bear interest at the maximum amount allowed by law and may be collected by the Association in the courts of Sarasota County, Florida. The Association shall be entitled to recover all costs and reasonable attorney's fees incurred in seeking collection of an assessment from the owner delinquent in its payment, both before and after filing any legal action.

26. Variances. The Association may enter into an agreement with the owner of any lot to modify any provisions hereof by recorded agreement. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots and the same shall remain fully enforceable as to all other lots referred to above.

27. Enforcement. These covenants and restrictions may be enforced by the Association or by the owner of any lot in the Subdivisions 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 reasonable attorneys' fees.

28. 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 years from the date of recording, after which time, the covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots agreeing to terminate said covenants in whole or in part has been recorded in the Public Records.

29. Amendment. This Declaration may be amended upon the affirmative vote or written agreement of the owners of a majority of all lots in the Subdivisions (collectively) and the execution and recording of an instrument by which the president of the Association, with attestation by the secretary of the Association, certifies that approval and adoption.

30. Severability. Invalidation of any one provision of this Declaration by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.