

4-19-00

This Instrument Prepared  
By: HARLAN R. DOMBER, ESQUIRE  
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF FAIR LANE ACRES, A SUBDIVISION,  
AND ALL ADDITIONS THERETO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the record property owners of FAIR LANE ACRES, each being property owners in a subdivision of the greater FAIR LANE ACRES community, being comprised of the original Subdivision and all Additions thereto, hereinafter collectively referred to as "FAIR LANE ACRES", according to the plats recorded in the Plat Books of Manatee County, Florida, as follows:

<u>SUBDIVISION NAME</u>	<u>PLAT BOOK AND PAGE</u>
FAIR LANE ACRES	Plat Book 9, Page 47
FAIR LANE ACRES, FIRST ADDITION	Plat Book 10, Page 53
FAIR LANE ACRES, SECOND ADDITION	Plat Book 11, Page 62
FAIR LANE ACRES, THIRD ADDITION	Plat Book 12, Page 71
FAIR LANE ACRES, A REPLAT OF A PORTION OF THIRD ADDITION	Plat Book 13, Page 94
FAIR LANE ACRES, A REPLAT OF A PORTION OF THIRD ADDITION	Plat Book 18, Page 1

by and through: (1) the written consents of not less than a majority of the record property owners in each Subdivision of FAIR LANE ACRES, as evidenced by the executed Consent and Joinder instruments attached hereto and recorded herewith and by additional executed Consent and Joinder instruments that shall be hereafter recorded; and (2) by the unanimous vote of the members of the Board of Directors of FAIR LANE ACRES, INC., a Florida not-for-profit corporation (hereinafter "Corporation"), present at a duly called and convened meeting of the Board of Directors on July 2, 1999, as evidenced by the adoption of a Resolution in support of said Declaration, a certified copy of said Resolution being attached hereto and recorded herewith;

have adopted the following DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FAIR LANE ACRES, A SUBDIVISION, AND ALL ADDITIONS THERETO; SAID DECLARATION BEING APPLICABLE TO AND BINDING UPON THE LOTS OF ALL CONSENTING PROPERTY OWNERS SITUATED IN FAIR LANE ACRES, A SUBDIVISION, AND ALL ADDITIONS THERETO;

NOW, THEREFORE, the owners who consent to and join in this Declaration do hereby impose upon the lots, blocks or parcels of such owners in FAIR LANE ACRES the following covenants, agreements, restrictions and conditions, to wit:

1. FAIR LANE ACRES is a community intended and operated as "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et seq., and subsequent amendments thereto. Except for any under age occupants, whether the record lot owner(s) in FAIR LANE ACRES or other occupants of the dwelling unit of said record lot owner(s) whose names have been registered with the Corporation, as of the date of recording of said lot owner's Consent and Joinder to the Declaration, occupancy of a dwelling unit on a residential lot shall not be permitted unless at least one person in such dwelling unit shall be fifty-five (55) years of age or older; provided, however, all other occupants (excluding "under age guests" as defined hereinbelow) of the dwelling unit must be at least forty-five (45) years of age. In the event that all of the occupants of a dwelling unit who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the dwelling unit, then the Corporation's Board of Directors is hereby granted the right to terminate the occupancy of the dwelling unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the dwelling units in FAIR LANE ACRES being occupied by at least one person fifty-five (55) years of age or older. Reasonable exceptions to the foregoing restrictions shall be authorized by the Corporation's Board of Directors pursuant to rules and regulations promulgated by the Board of Directors. Said rules and regulations shall, for example, include the following: (1) The Board of Directors shall authorize exclusive occupancy of a dwelling unit by an under age bona fide caregiver engaged to provide care for a lot owner or former resident who is situated away from the dwelling unit and who is unable to reasonably function without the caregiver's services; and (2) The

Board of Directors shall authorize occupancy of a dwelling unit by an under age bona fide caregiver who is engaged to provide care for a lot owner or other resident who remains in possession of the dwelling unit but who is no longer able to function independently in the dwelling unit. An "under age guest" of a lot owner, resident or authorized lot renter shall, without restriction due to age or familial status, be permitted to stay in the lot owner/resident/renter's dwelling unit provided such stay does not exceed a total of forty-five (45) days in any twelve (12) month period.

2. In order to maintain a community of congenial property owners who are agreeable to abide by the "housing for older persons" restrictions and all other applicable terms, covenants, conditions, restrictions and other provisions contained in the Declaration, the transfer of a lot, block or parcel by any owner shall be subject to the conditions hereinafter set forth for as long as said Declaration, or any part thereof, shall remain in force and effect: It shall be necessary for the Board of Directors of FAIR LANE ACRES, INC., a Florida not-for-profit corporation (hereinafter "Corporation"), or its duly authorized officers, agents or committee, to approve in writing all sales, transfers of title, or leases of a lot, block or parcel, or other transfer of possession of a dwelling unit on a lot, block or parcel, before such sale, transfer, lease, or other transfer of possession shall be valid and effective. Written application for such approval shall contain such information and supporting documentation [including, but not limited to, verifiable proof(s) of age(s) of proposed occupant(s)] as may be reasonably required in application forms promulgated by the Corporation's Board of Directors.

3. Each of the covenants, conditions and restrictions herein set forth shall continue in full force and effect for a period of thirty (30) years from the date of recording of this Declaration, and said Declaration shall be renewed and extended automatically thereafter, for successive periods of ten (10) years each. Provided, however, that notwithstanding the foregoing date references contained in this Paragraph, said Declaration may be altered, amended or rescinded in whole or in part at any time upon the consent of a majority of the then fee owner or owners appearing of record of those lots in FAIR LANE ACRES which have previously become bound by the Declaration pursuant to duly executed and recorded Consent and Joinder instruments in the official format promulgated by the Corporation's Board of Directors from time to time (hereinafter "Qualifying Lot Owners"). Provided, further, however, that no such alteration, amendment or rescission may be made or shall become effective without the consent and joinder of the Corporation's Board of Directors. For the purpose of this Paragraph, the fee ownership of a lot in FAIR LANE ACRES shall entitle the owner or owners, regardless of the number of such owners, to a single vote for each lot. A vote to alter, amend or rescind the Declaration can be initiated in one of two ways:

- (a) By a majority vote of the Corporation's Board of Directors; or

(b) When a petition containing the signatures of twenty percent (20%) of the Qualifying Lot Owners, said petition containing a single signature per lot, is presented to the Corporation's Board of Directors.

The following procedure shall be followed in either case: Within thirty (30) days of the initial Corporation's Board of Directors' vote, or the presentation of a valid petition to the Board of Directors, the Corporation's Board of Directors shall call a public information meeting of all Qualifying Lot Owners. A vote on the proposed changes shall be set by the Corporation's Board of Directors; such vote shall occur not less than thirty (30) days, nor more than ninety (90) days, from the date of the public information meeting. A majority of the Qualifying Lot Owners (one vote per lot) shall be necessary for adoption of an amendment. Voting shall be by written ballot and shall be held at a time to be determined by the Corporation's Board of Directors. Provision for absentee balloting shall be made by the Corporation's Board of Directors. A duly adopted amendment shall become effective upon the recording of a Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Manatee County, Florida; said Certificate to be executed by the President and attested to by the Secretary of the Corporation.

4. Each of the covenants, conditions and restrictions herein set forth, and future amendments thereto, shall run with the land and be binding upon the Corporation and the present lot owners who have contemporaneously joined in the making, and have consented to the recording, of this Declaration, and on each of said lot owners' respective heirs, successors, personal representatives, grantees and assigns, and on all owners who hereafter evidence their intention to bind themselves and their property to this Declaration, and amendments thereto, by executing and recording a Consent and Joinder instrument in the official format promulgated by the Corporation's Board of Directors, and on each of such owners' respective heirs, successors, personal representatives, grantees and assigns; and on all persons or parties claiming by, through or under any of said owners.

5. If any lot owner or persons in possession of any of said lots in FAIR LANE ACRES violates or attempts to violate any of the covenants, conditions or restrictions set forth herein, it will be lawful for the Corporation to initiate any proceedings at law or in equity against the person or persons violating or attempting to violate the Declaration, either to prevent him or them from so doing or to recover damages for such violation.

6. The failure of FAIR LANE ACRES, INC. or any of its grantees, successors, administrators or assigns to enforce any covenants, conditions or restrictions herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so with respect to any subsequent violation. A violation of this Declaration shall not defeat

nor render invalid the lien of any first mortgage made in good faith and for valuable consideration.

7. The invalidation of any provision of this Declaration or the invalidation of the application of any provision to any person or circumstance, by judgment, court order or other legal process, shall in no way invalidate any other provisions hereof or invalidate the application of the offending provision to any other person or under any other circumstances.

8. The prevailing party in any litigation (and in any subsequent appellate proceedings) involving the enforcement of the Declaration and/or the rules and regulations promulgated by the Corporation's Board of Directors, shall be entitled to recover all costs, including, but not limited to, reasonable attorneys' fees.

9. The effective date of the aforesaid Declaration of Covenants, Conditions and Restrictions shall be the date of recording of same in the Public Records of Manatee County, Florida; and, except as to the effective date of the primary term and the renewal terms of this Declaration, the covenants, conditions and restrictions hereof shall be construed as though they had been provisions contained in the original deeds by which said consenting lot owners acquired title to their respective properties.

EXECUTED this 13<sup>TH</sup> day of April, 2000, in the name of FAIR LANE ACRES, INC., by its undersigned President and Secretary, respectively, who declare under penalties of perjury that the facts herein stated are true.

FAIR LANE ACRES, INC., a Florida not-for-profit corporation

By: Mary A. Randall  
MARY A. RANDALL, President

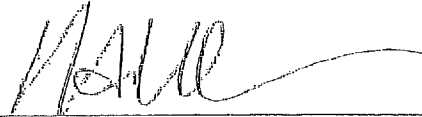
ATTESTED TO:

(CORPORATE SEAL)

By: A. J. McEntee  
ANTHONY J. McENTEE, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2000, by MARY A. RANDALL and ANTHONY J. McENTEE, as President and Secretary, respectively, of the Board of Directors of FAIR LANE ACRES, INC., a Florida not-for-profit corporation, on behalf of said corporation, and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one) [ ] are personally known to me or [X] have produced their Florida Driver Licenses as identification.



Signature of Notary Public



Harlan R Domber  
My Commission CC623581  
Expires March 21, 2001

Print name of Notary Public, affix seal,  
and state Notary's commission number  
and expiration date