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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Village Green Club Estates



Deed Restrictions

Revised: July, 2021

Revised Restrictions Village Green Club Estates Preamble

KNOW ALL MEN BY THESE PRESENTS, that the requisite number of owners of lots in Units "A" and "B", **VILLAGE GREEN CLUB ESTATES**, Sarasota County, Florida, as per Plat Book 18, Pages 47 and 47A, and as per Plat Book 19, Pages 14 and 14A, of the Public Records of Sarasota County, respectively, do hereby declare and establish the following restrictions upon those said tracts of land.

WHEREAS, Unit "A" of the **VILLAGE GREEN CLUB ESTATES** has been restricted pursuant to the requirements of the Restrictions recorded at Official Records Book 720, Page 472.

WHEREAS, Unit "B" of the **VILLAGE GREEN CLUB ESTATES** has been restricted pursuant to the requirements of the Restrictions recorded at Official Records Book 786, Page 1061.

WHEREAS, pursuant to the Restrictions aforesaid, said Restrictions may be changed or modified at any time to affect the property in any block in said unit by an instrument in writing, signed and acknowledged by the owners of eighty percent (80%) of the property frontage within the same block, provided the owners of at least twenty-five percent (25%) of the property frontage of all other blocks in the affected unit consent thereto;

WHEREAS, the owners of lots in Units "A" and "B" of the **VILLAGE GREEN CLUB ESTATES** have by their action caused to be formed and established the **VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC., (OF SARASOTA)** and that pursuant to the action of said **VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC. (OF SARASOTA)** the following restrictions have been adopted and agreed to in a manner and by means authorized in the current Restrictions to amend said Restrictions; and

WHEREAS, we the undersigned, having obtained the number of lot owners sufficient to amend, intend to amend the Restrictions as applied to Unit "A", **VILLAGE GREEN CLUB ESTATES**, as recorded at Official Records Book 720, Page 472, and as to Unit "B", **VILLAGE GREEN CLUB ESTATES**, as recorded at Official Records Book 786, Page 1061, merge same into a single set of Restrictions and restate the Restrictions fully as hereinafter set forth.

I

AREA OF APPLICATION

The Covenants and Restrictions, in their entirety, as hereinafter provided, shall apply to the following described property, situate, lying and being in Sarasota County, Florida, more particularly described, to wit:

(1) UNIT "A"

VILLAGE GREEN CLUB ESTATES, UNIT "A", as per plat thereof which appears of record in Plat Book 18, Pages 47 and 47A, of the Public Records of Sarasota County, Florida; and

(2) UNIT "B"

VILLAGE GREEN CLUB ESTATES, UNIT "B", as per plat thereof which appears of record in Plat Book 19, Pages 14 and 14A, of the Public Records of Sarasota County, Florida.

Less Lots 1, 2, 3, 4 and 5 of Block 5; and less Lots 1, 2, 3 and 4 of Block 6 of said plat.

(3) All Covenants and Restrictions herein, shall run with the land and be binding upon the the heirs, executors, administrators, legal representatives, successors and assigns of the owners of the lots, specified in (1) and (2) next above, to which these Covenants and Restrictions are applicable.

(4). The terms "lot" and "lots", as hereinafter used, means and refers only to, a lot or those lots, to which these Covenants and Restrictions apply as provided above. The term "lot owner" refers only to the owner of such a lot or lots, and when used hereinafter shall include the singular and plural, and the masculine, feminine, and neuter genders whenever and wherever the context so admits or requires.

II

RESIDENTIAL AREA COVENANTS

A. (1) **BUILDING REQUIREMENTS:** The lots herein referred to shall be used solely and exclusively for residential purposes, and no lot or parcel 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 stories in height; and all garages, carports, patios, screened enclosures and/or other auxiliary buildings shall be attached and made a part of the dwelling house. The buildings to be erected, or maintained, shall be of new and durable materials.

(2) **LOT GRADING:** Floor levels shall be set sufficiently above street grade to provide proper drainage of the respective lot, and no filling or grading shall be done hereafter that will adversely affect the property drainage of adjacent property. Protective slopes currently in place around presently existing structures shall not be removed, and protective slopes around all buildings hereafter erected shall be provided on every lot by the respective owner, and side lot line swales shall be planned and maintained to prevent standing water in the rear. Each lot subject to these restrictions shall conform to F.H.A. No. 300, "Minimum Property Standards for One and Two Living Units" (Gen. Rev. No. 3) Section No. 1202, Page 234 to 244 inclusive if applicable. However, no provision of this paragraph (2) shall require the regrading of any lot on which, prior to January 1, 1984, a residential structure was situated until such structure is removed or replaced.

B. (1) **SIZE AND DESIGN OF BUILDING:** All buildings are to be of a design and of construction in keeping with those of the surrounding residential area. The main residence building to be erected on any lot adjoining the golf course shall have a living area of not less than 1800 square feet, and on those lots not adjoining the golf course a living area of not less than 1600 square feet. Living area shall exclude all screened or open porches, breezeways, garages or carports, utility and/or laundry areas, whether finished or unfinished.

(2) **ROOF MATERIAL:** Glazed tile, cement tile, slate, or Bermuda style cement shall be used for all roofs, with the exception of porches, family rooms, et cetera. Metal roofs which look like an approved tile style may be permitted, with the written approval of the HOA Board, for the specified material and design style, consistent with other neighborhood properties.

(3) **SIDEWALL MATERIAL:** Cement block, where used, must be stuccoed or concrete-sprayed or veneered with wood, brick, or stone. No asbestos shingles or asbestos siding or any type of asphaltic covering shall be used on exterior wall.

C. **MINIMUM SET-BACK LINES, ET CETERA:** Certain minimum set-back lines are indicated on the plat of record, and no structure shall be erected or maintained nearer to the respective property line than said set-back line. Buildings and structures shall be erected, altered, and/or used only in accordance with the County of Sarasota, Florida Zoning and Building Regulations from time to time in force. Where no minimum set-backs are indicated on the plat of record, the said County Zoning Regulations shall govern. Nothing in these Restrictions shall be construed to require all dwellings to be parallel to the defined set-back lines. All measurements shall be to the nearest vertical part of the structure at the interior floor level, exclusive of paved patios or privacy fences. No split-level dwelling or two-story dwelling shall be erected nearer than eleven (11) feet from any side lot line.

Eaves on dwellings may overhang in accordance with the County of Sarasota, Florida Zoning and Building Regulations from time to time in force. The front of all dwellings must face the street, except that owners of corner lots at the intersections of two or more streets may elect to build a dwelling fronting on either street, or at any angle to the intersection of said streets.

D. **GARAGES AND CARPORTS:** No garage or carport shall be erected on any lot prior to the construction of a dwelling. If a garage or carport is built either simultaneously with or subsequent to the construction of the dwelling, the same shall be of the same kind of materials as the construction of the dwelling, and shall be substantial and shall conform architecturally with the dwelling, and shall be attached to such dwelling.

E. **BUILDING PLANS - APPROVAL:** No building shall be erected, placed or altered on any lot until the drawings and specifications for all buildings, alterations and changes, and plan showing the location of the structure and other developments for the premises herein described shall be submitted for the approval of the Homeowners Association, its successors or assigns. One copy of the drawing and specification of each improvement or alteration shall be filed as a permanent record with the Homeowners Association, its successors or assigns. At the time such drawings and specifications are approved by the Homeowners Association, its successors or assigns, a building permit shall be issued without cost, and written evidence that such permit was issued must be posted in a conspicuous manner on such forms as the Homeowners Association, its successors or assigns, may provide, on the property wherein the building, alteration,

change or other development is being made. Any such building so commenced under such permit shall be substantially completed and ready for occupancy within a reasonable length of time, and in any event, within one year.

F. **LAWNS, DRIVEWAYS, AND LANDSCAPING:** Front yard landscaping must be at least fifty percent (50%) lawn, shrubs and plantings. In front of each residence, lawns and/or appropriate landscaping shall be maintained extending to the pavement line. No paved parking strips of any kind shall be installed or maintained on any lot. No gravel or blacktop driveway shall be installed or constructed on any lot after January 1, 1984, and all driveways constructed or replaced thereafter shall be constructed or reinforced concrete, a minimum of four (4) inches in thickness with trowel or broom finish. Brick or stone pavers and etched concrete are also acceptable for driveway construction.

G. **WALLS, HEDGES AND FENCES:** No wall, hedge, fence or other enclosure of any kind shall be constructed, grown, or maintained, except as follows:

(1) Between street and front set-back line: none.

(2) Along the side lot line between the front set-back line and the back lot line: not over four (4) feet high. This restriction does not apply to a side lot line when the adjoining property is non-golf course property not subject to these restrictions.

(3) Along the back lot line: not over five (5) feet high. This restriction does not apply to a back lot line when the adjoining property is non-golf course property not subject to these restrictions.

(4). When surrounding the immediate perimeter of a terrace or patio area and when attached to or adjoining the dwelling house; not over six (6) feet high within the front, side and rear building set-back lines. This restriction does not apply to completely enclosed screened areas attached to the dwelling house.

H. **OTHER STRUCTURES:** No structure of a temporary character, trailer, house trailer or tent, shack, garage, barn, barracks-type structure, or other outbuilding shall be erected, maintained or used on any lot at any time, either temporarily or permanently, except that necessary construction sheds may be temporarily maintained during construction of a dwelling but shall be promptly removed upon completion of such dwelling and not later than six (6) months after original commencement of the construction of such dwelling.

I. **NO RE-SUBDIVISION:** No lot or group of lots herein described shall be re-subdivided, except, however an owner of more than one adjoining lot may sell part of one lot to the owner of the adjoining lot, but by so doing the remaining part of the lot will then become part of said owner's next adjoining lot and the balance will have to be sold as one tract.

J. **SANITARY FACILITIES:** No outdoor toilets shall be erected or maintained on any of the premises herein described, nor shall any septic tanks be constructed or maintained on any of the premises herein described.

K. **WATER SYSTEM:** All buildings which are constructed on any of the lots on the premises herein described shall be connected to the water system of the franchised utility company serving the area, its successors or assigns, and shall be subject to installation fee as well as for charges for water consumed. All owners of lots within the premises herein described expressly grant to the franchised utility company serving the area, its successors or assigns, a license for any of its agents or employees to enter upon any of the premises herein described for the purpose of installation of water meters, water lines, and for routine reading of meters and servicing maintenance of any part of such installation.

L. **SEWERAGE SYSTEM:** All buildings which are constructed or maintained on any of the lots on the premises herein described shall be connected to the sewer system of the franchised utility company serving the area, its successors or assigns, and shall be subject to connection charges for making connection to such sewer system and regular charges thereafter for sewer services. All owners of lots within the premises herein described expressly grant to the franchised utility company serving the area, its successors or assigns, a license for any of its agents or employees to enter upon any of the premises herein described for the purpose of installation or inspection of such sewer lines and for servicing and maintenance of such facilities.

M. **UNSIGHTLY OBJECTS:** All garbage and trash containers, outside clotheslines, oil tanks, bottled gas tanks, swimming pool equipment, and water-softening equipment on all lots must be underground or placed in walled-in areas so that they shall not be visible from the street, adjoining property, and golf course. No overgrown lawns, weeds, underbrush or other unsightly growths, or refuse piles shall be permitted to grow or remain upon the premises which are subject to these Restrictions, and such premises shall at all times be kept mowed and clear of debris and vegetation that may be either a fire or health hazard to the neighborhood. In the event that the owner(s) of any lot or lots shall fail or refuse to keep such premises mowed, free of weeds, underbrush or refuse piles, then, within a reasonable time after giving the owner(s) notice of intention to do so, the

Homeowners Association may enter upon said lot(s) and remove such refuse, or mow lawns, or cut such weeds or underbrush and charge the owner(s) for such services. Such entry on the part of the Homeowners Association and its designees shall not be deemed a trespass. Absolutely no trash or garbage shall be burned on any lot. Motorcycles, bicycles, lawn equipment, recreational equipment, or like items shall not be left unattended in driveways, on lawns, or in the street overnight. Owners shall keep and maintain the exterior of all improvements on their premises in a clean and presentable condition consistent with the neighborhood, specifically including the keeping and maintaining in a clean condition the roof or roofs of any improvement.

N. **UNLAWFUL USE OF PROPERTY:** No unlawful, improper or immoral use shall be made of any of the premises herein described or referred to.

O. **NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which is, or becomes, an annoyance or nuisance to the neighborhood.

P. **ANIMALS:** No animals, livestock, or poultry of any kind shall be bred, raised, or kept for commercial purposes on any lot. House pets may be kept on any lot so long as they do not become or create a nuisance to other residents of the neighborhood. Pet owners shall assume full responsibility for all actions of their pets. Vicious or threatening or free-running animals shall be considered a nuisance. Exposed excrement on lots, lawns or boulevards shall be considered a nuisance.

Q. **SIGNS:** Except by consent of the Board of Directors, no sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or a sign not more than ten square feet but not wider than four feet nor higher than three feet to be used by a builder to advertise the property for sale during the construction and initial sale period, which construction and initial sale period shall not be longer than one year from the date of issuance of a building permit as provided in II-E hereof.

R. **EASEMENTS:**

(1) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown and described on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The

easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(2) Where more than one lot is used as a single building site, only the outside boundaries of said building site shall carry easements, except for platted maintenance easements which shall run with the land.

(3) All easements noted on the subject plat are hereby reserved for underground and overhead utilities in addition to the purposes specifically mentioned thereon.

(4) Drainage channels in easements on any subject lot shall be kept free of debris and obstructions by the property owner, and no earth fill shall be allowed to encroach upon the slopes of said channel banks. In the event property owner fails to or refuses to carry out his or her obligation, the Homeowners Association, its agents or designees, after reasonable notice of intention to do so, may enter upon the property, execute the necessary work, and charge the cost back upon the owner.

S. **GOLFERS' EASEMENTS:** All owners and occupants of any lot in **VILLAGE GREEN CLUB ESTATES SUBDIVISION** shall extend to any and all golfers lawfully using the golf course the courtesy of allowing such golfers to retrieve any and all errant golf balls which have taken refuge on any lot in the subdivision, provided such golf balls may be recovered without damaging any flowers, shrubbery or the property in general of the owner of any such lot.

T. **VISIBLE PARKING OR STORAGE:** With the exception of family-type-non-commercial automobiles, (including SUVs, minivans, and up to three-quarter (3/4) ton pickups) no vehicle of any kind shall be parked or stored except inside a closed garage. This restriction includes, but is not limited to, trucks, trailers, boats, recreational vehicles (RVs), racing cars, vehicles with lettering advertising any commercial business, or commercial equipment. It does not prohibit the parking of commercial vehicles during the performance of construction, repair, or regular performance of service functions of the tradesmen or owners operating same, but such parking must be limited to the actual time during which such services are being performed. Parking is **ONLY** allowed on paved driveways. No parking on the lawn is allowed. No visible major vehicle repairs are allowed. Simple repairs which can be completed in one day are permitted.

U. **UNDERGROUND UTILITIES:** All utility lines and lead-in wires, including but not limited to electrical lines and telephone lines, located within the confines of any lot or

lots within said premises herein described, shall be located underground, provided nothing herein contained shall prevent an above-ground temporary power line to a residence during the period of construction.

V. **RENTING/LEASING:** All properties must be owned for a minimum of two (2) years before renting is allowed. Rental agreements must be for a minimum of twelve (12) months, unless a shorter period is approved in writing by the HOA Board. The owner must provide a copy of the lease to the HOA. The tenant must sign an agreement to abide by all the rules and regulations of the Association.

III

GENERAL PROVISIONS

A. (1) The not-for-profit Florida Corporation known as **VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC. (OF SARASOTA)** shall have the right, and is empowered hereby, to enforce, and require compliance with, the provisions of this declaration of Restrictions by property owners, their tenants, and guests, on behalf of the other owners of the lots in Units A and B of **VILLAGE GREEN CLUB ESTATES** whose lots are also subject to these Restrictions. However, nothing contained in this paragraph shall be construed as a limitation on, or in any way a restriction on, the rights of individual owners as set forth in paragraph B hereinafter following, entitled **“REMEDIES FOR VIOLATION.”**

(2) The **VILLAGE GREEN HOMEOWNERS ASSOCIATION, INC. (OF SARASOTA)** shall have the right and is empowered to levy an annual assessment against each of those lots within **VILLAGE GREEN CLUB ESTATES** Units A and B which are subject to these Restrictions, provided that:

- (a) the specific amount of such assessment is approved by a majority vote of the Association members present and voting at a duly constituted Annual Meeting of the Association; and
- (b) the amount of which is the same for every lot within the said Units A and B; and
- (c) is reasonably required to cover the cost of matters pertaining to (1) the enforcement of these Restrictions; or (2) to the preservation or enhancement of the appearance or character of the Village Green

area; or (3) is necessary to carry on an activity required or authorized under this Association's Bylaws.

B. **REMEDIES FOR VIOLATION:** If a lot owner or owners who are subject to these Restrictions, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Restrictions herein, it shall be the right of any other person or persons owning any lot situated in Units A or B of **VILLAGE GREEN CLUB ESTATES**, which is also subject to these Restrictions, to prosecute any legally permissible proceedings at law or in equity against the person or persons violating or attempting to violate these Restrictions to prevent said person or persons from so doing and/or to recover damages or other dues for such violation(s).

C. **COLLECTION OF ANNUAL ASSESSMENTS:**

(1) The owners of the lots in the subdivision shall hereafter be deemed to have covenanted, and agreed to pay to the Homeowners Association the annual assessment levied by the Association, as provided for by the Board of Directors of the Association, such assessments to be fixed, established and collected from time to time as hereinbefore provided. All such assessments, together with interest thereon, shall be due within thirty (30) days after notice of the date so declared by the Board of Directors of the Homeowners Association. The failure of any owner to pay the assessment when due shall, together with interest thereon from the due date at the rate of ten percent (10%) per annum, and costs of collection thereof, including attorney's fees, constitute and be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. No owner may waive or otherwise escape liability for the assessments provided for herein.

(2) In the event a lot owner fails or refuses to pay such assessment, the Homeowners Association, its successors or assigns, may commence an action to enforce the lien against the property as hereinbefore described. Prior to the commencement of any such action, a copy of the notice of the lien recorded in the Public Records shall be mailed to the owner of such lot on which the assessment has not been paid, at his last known mailing address. Such notice shall be deemed received when mailed. Nothing contained herein shall be construed to limit the right of the Board of Directors to enforce its assessment simply because the lot owner claims lack of notice.

D. **INVALIDATION:** Invalidation of any one or more of these covenants and Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

E. **TERM OF RESTRICTIONS:** These Restrictions shall remain in force and effect for a period commencing on the date of adoption and running for a period of not less than twenty-five (25) years from the date thereof.

F. **AMENDMENTS:** These Restrictions may be amended, changed or modified at any time to affect the property in the subdivision when an instrument in writing, signed and acknowledged by the owners of sixty percent (60%) of the lots, shall concur in said modification, which said modification and concurrence shall be filed in the Public Records of Sarasota County.

IN WITNESS WHEREOF, we the undersigned, being owners of lots in the subdivision above described, hereby enter our consent and agreement to the Restrictions as aforesaid, and by act impose said Restrictions upon such land within the subdivision as we own.