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THE PRESERVE AT LAKE THOMAS HOMEOWNERS' ASSOCIATION, INC.

DECLARATION  
OF  
EASEMENTS, COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR THE PRESERVE AT LAKE THOMAS

This instrument prepared by  
and should be returned to:  
Michael T. Trocke, Esquire  
Shumaker, Loop & Kendrick  
P.O. Box 172609  
Tampa, FL 33672-0609

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DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR THE PRESERVE AT LAKE THOMAS

WHEREAS, THE PRESERVE AT LAKE THOMAS, INC., a Florida corporation ("Corporation"), is the owner in fee simple of certain real property in Pasco County, Florida, described as:

The Preserve at Lake Thomas, according to plat recorded in Plat Book 32, at pages 122 through 125 of the Public Records of Pasco County, Florida ("Property");

which the Corporation desires to subject to this Declaration of Easements, Covenants, Conditions, and Restrictions ("Declaration") and part of which the Corporation desires to convey to THE PRESERVE AT LAKE THOMAS HOMEOWNERS' ASSOCIATION, INC. ("Association"), for the use and benefit of its "Members"; and

WHEREAS, from time to time, the Corporation and/or owners of adjacent parcels of real property may desire to subject all or part of such additional real property to this Declaration; and

WHEREAS, from time to time, the Corporation and/or owners of adjacent parcels of real property may desire to convey all or part of such additional real property to the Association for the use and benefit of its Member, which additional real property shall be included within the definition of the "Property";

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness, and desirability of the Property, the Corporation hereby declares that the Property is and shall be subject to this Declaration and all of the Property which is subject to this Declaration shall be owned and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding upon all persons having any right, title, or interest therein and their grantees, heirs, successors, and assigns and shall insure to the benefit of each owner thereof, as hereinafter provided.

ARTICLE I  
DEFINITIONS

SECTION 1. "ARTICLES" means the Articles of Incorporation of THE PRESERVE AT LAKE THOMAS HOMEOWNERS' ASSOCIATION, INC., as filed with the Secretary of State of the State of Florida and as duly amended from time to time.

SECTION 2. "ASSOCIATION" means THE PRESERVE AT LAKE THOMAS HOMEOWNERS' ASSOCIATION, INC., a not-for-profit cooperation,

organized and existing under the laws of the State of Florida, and its successors and assigns.

SECTION 3. "BOARD OF DIRECTORS" or "BOARD" means the Board of Directors of the Association.

SECTION 4. "BYLAWS" means the bylaws of the Association, a copy of which is attached hereto as Exhibit "A", as duly amended from time to time.

SECTION 5. "COMMON AREAS" means any real property owned by the Association for the common use and enjoyment of the Members. The Common Areas are described in Exhibit "B", which is attached hereto and, by this reference, made a part thereof.

SECTION 6. "DECLARATION" means this Declaration of Easements, Covenants, Conditions, and Restrictions for the Property, as duly amended from time to time.

SECTION 7. "DEVELOPER" means THE PRESERVE AT LAKE THOMAS, INC., a Florida corporation, organized and existing under the laws of the State of Florida, and its successors and assigns, provided that the developer indicates in its deed or other instrument of conveyance that it is the intent of the Developer to convey all or a portion of its rights as the Developer pursuant to this Declaration to such successor or assignee. The Developer shall at all times have the right to assign all or any portion of its rights as the Developer to any successor or assignee without the consent or joinder of any owner of, or any holder of a mortgage, lien, or other encumbrance upon any residential building lot, and such successor or assignee shall exercise the rights granted to it concurrently with, and not in contravention of, the Developer's rights.

SECTION 8. "DEVELOPMENT LANDS" means the real property described in Exhibit "C", together with any other real property subjected to this Declaration.

SECTION 9. "DWELLING" means any residential structure located on a residential lot.

SECTION 10. "INSTITUTIONAL MORTGAGEE" included any bank, savings and loan association, saving bank, mortgage banker, secondary mortgage lender, federal agency, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, pension fund, insurance company, real estate investment trust, or any other lender generally recognized as an institutional lender holding a mortgage on one or more residential building lots.

SECTION 11. "MEMBER" means every person or entity entitled to membership in the Association.

SECTION 12. "MAINTENANCE" means the exercise of reasonable care in keeping the buildings, roads, landscaping, lighting, and other improvements and fixtures within the Common Areas in a condition comparable to their original condition, normal wear and tear expected. Maintenance of landscaping shall also mean exercising the generally accepted garden-management practices necessary to promote optimum plant growth.

SECTION 13. "OPERATING EXPENSES" means the expenses for which the Members are liable to the Association includes, but is not limited to, all costs and expenses incurred by the Association in administering, operating, maintaining, repairing, and replacing the Common Areas and any improvements constructed thereon.

SECTION 14. "OWNER(S)" means the record of owner or owners of a fee simple interest in any residential building lot, including the Developer, for so long as it is the owner of a fee simple interest in any residential building lot, but not including persons or entities holding title merely as security for the performance of an obligation.

SECTION 15. "PROPERTY" means the real property described herein together with any other real property subjected to this Declaration.

SECTION 16. "RESIDENTIAL LOT" or "LOT" means any residential building lot, with the exception of the Common Areas, within the Property which is subject to this Declaration.

SECTION 17. "SUBDIVISION" means THE PRESERVE AT LAKE THOMAS according to the plat recorded in Plat Book 32, at pages 122 through 125, of the public records of Pasco County, Florida.

## ARTICLE II PROPERTY RIGHTS

SECTION 1. Common Areas. The Association and all Owners are hereby granted a perpetual, non-exclusive easement over the Common Areas, for the use of all Owners, the Association, and their respective families, agents, servants, guests, lessees and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, which easement is appurtenant to and may not be separated from title to the Owner's Lot, subject to the following:

A. The right of the Association to charge reasonable fees for the use of any facility which might be situated upon the Common Areas.

B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner, and any

person claiming by, through or under an Owner, for reasons and periods including, but not limited to, any period during which any regular or special assessment against such Owners Lot remains unpaid.

C. The right of the Board to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by two-thirds (%) of each class of Members, agreeing to such dedication or transfer.

D. The right of the Board to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the health, safety and common interests of all of the Owners.

E. The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional property or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas except streets; provided, further, that the creation of any such mortgage shall require approval of two-thirds (%) of each class of Members.

F. Any limitations on use contained elsewhere in this Declaration.

## SECTION 2. Easements for Ingress, Egress and Utilities.

A. Utilities. There shall be non-exclusive, perpetual easements in, over, under and upon the Common Areas and the Lots subject hereto as more particularly shown on the plat of the subdivision as may be required for utility services in order to adequately serve the Lots and Dwellings, and the Common Areas in whole or in part, including, but not limited to, electricity, telephones, sewer, gas, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security facilities. However, easements through Lots shall be only according to the plans and specifications for such Lots and the Dwellings constructed thereon or as actually constructed or re-constructed unless approved in writing by the Owner thereof. The Association shall have the right to enter any Lot to inspect, maintain, repair or replace such utility service facilities and to remove any improvements interfering with or impairing the utility services or easements herein provided.



B. Pedestrian and Vehicular Traffic. There shall be non-exclusive, perpetual easements for pedestrian traffic over, through, across and upon sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Areas and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Areas as may from time to time be paved and intended for such purposes, such easements being for the use and benefit of the Association, the Developer, and the Owners.

C. Additional Development. The Developer, its successors, nominees and assigns hereby reserves easements over, under, across and upon all of the Common Areas and any portion of the Development Lands subject hereto for ingress, egress and easement for utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like to all or any portion of the Property, whether or not said Property is subject to the terms and conditions of this Declaration.

SECTION 3. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in the property subject to this Declaration, as duly amended from time to time, or any part thereof, seek judicial partition thereof.

SECTION 4. Developer's Privileges. The Developer shall have the right to transact on the Common Areas, Development Lands and upon any Lots which it owns, any and all business necessary to consummate the development and sale of the Residential Lots and the construction of Dwellings and other improvements on the Lots and Common Areas, and such business shall include but not be limited to, the right to erect signs and maintain a sales office or offices on the Common Areas and the Lots which it owns, place employees in the sales office (s), and store, on the Lots which it owns and the Common Areas, golf carts and other vehicles, and use the Common Areas and improvements constructed thereon. The sales office(s), signs, and all other items pertaining to sales shall not be considered Association property, and shall remain the property of the Developer. Notwithstanding anything to the contrary contained herein, the Developer expressly reserves the right, without the consent of any Owner, Institutional Mortgagee, the Association, or any other person or entity to construct, develop and sell condominium units, residential lots or such other improvements or interests in real property as the Developer, in its sole and absolute discretion, may determine, on any portion or all of any real property which is not subject to the terms and conditions of this Declaration.

SECTION 5. Surface Water Management. The Association shall be responsible for the operations and maintenance of all surface water management systems associated with the Property and the real property associated with said surface water management systems shall be owned by the Association.

ARTICLE III  
MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

SECTION 1. Membership. The Developer and every person or entity who is a record Owner of a fee or an undivided fee interest in any Lot, as evidenced by the recordation of proper instruments among the Public Records of Pasco County, Florida, shall automatically be a Member of the Association. Such membership shall automatically terminate when such persons or entities divest themselves of their respective interests in their Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to this Declaration.

SECTION 2. Voting Classes.

A. The Association shall have two (2) classes of voting, as follows:

(1) Class A. Class A Members shall be all Owners of Lots (save and except for Developer), who shall be entitled to one (1) vote for each Lot owned.

(2) Class B. Class B Members shall be the Developer (as defined hereinabove), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

(a) When Seventy-five percent (75%) of the total Lots or Dwellings located in LAKE THOMAS are deeded to Owners; or

(b) On January 1, 2003; or

(c) At any time the Developer shall elect, in its sole discretion,, to convert the Class B Memberships hold by it to Class A memberships.

B. When more than one person other than the Developer holds an undivided fee interest in any Lot, all such persons shall be Class A Members, and shall enjoy full membership

rights, privileges and obligations as set forth hereinafter, and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

SECTION 3. Passage of Issues. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the Members of the Association, shall be that number as set forth herein and in the Articles and Bylaws, as the same may be amended from time to time, subject to the provisions set forth hereinabove relating to Class B membership and the Developer's voting rights.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Association.

A. The Developer, for each Lot owned within the property subject hereto, and each Owner of one or more Lots, by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:

- (1) Regular assessments or charges, payable at such intervals as the Board shall determine; and
- (2) Special assessments for capital improvements to be payable at such intervals as determined by the Board.

B. Each of the aforementioned assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with interest at the highest rate allowed by law, and costs of collection thereof, including, but not limited to reasonable attorneys' fees, shall be a charge on the Lot assessed and shall be a continuing lien upon said Lot, commencing on the date said lien is recorded in the Public Records of Pasco County, Florida. Each assessment, regular or special, together with interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot described in the assessment on the date when the assessment, regular or special, became due and payable. No Owner may avoid, waive or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy the Common Areas for any reason whatsoever, or by abandonment of the Lot against which the assessment is made. The personal obligation for delinquent assessments

shall not pass to the successors in title of the record Owner on the date when delinquent assessments became due and payable unless expressly assumed by such record Owner's transferee.

SECTION 2. Purpose of Assessments.

A. The assessments levied by the Association shall be used exclusively to:

(1) Promote the recreation, health, safety and welfare and common interests of the Members of the Association;

(2) Provide for the improvement, management, maintenance, repair, replacement and insurance of the Common Areas and any improvements constructed thereon;

(3) Provide for the exterior maintenance of the Lots and Dwellings, as described herein, as provided in Article VI hereinafter.

B. The Board is hereby empowered to prepare and adopt an annual budget, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than quarterly, unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

C. The Association may acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

(1) Maintenance and repair of structures or improvements that may be constructed within the Common Areas from time to time, specifically including, but not limited to, fences, road, drainage facilities and retention ponds, and recreational facilities;

(2) Maintenance and operation of street lights for the Development Lands, including costs for repair or replacement of damaged street lights to the extent such costs are not covered by the utility company;

(3) Carry and pay for a comprehensive policy of public liability insurance and, if appropriate, owners', landlord and tenant policies naming the Association and, until the Turnover Date, Developer as named insureds thereof insuring against all claims or demands made by

any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risks insured against by such policies;

(4) Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Association and the Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Members or the Association; provided, however, that all insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and their respective mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association.

(5) Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board, including the costs of administration of the Association and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of this Declaration or the Bylaws of the Association, which is necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners or for the enforcement of these restrictions.

(6) Such other expenses as the Board deems reasonably necessary for the conduct of the Association's business.

SECTION 3. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association, through its Board, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association's annual meeting as set forth in the by-Laws until the next, ensuing annual meeting one calendar year subsequent thereto, unless said date shall fall on a Saturday, Sunday, or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Association's annual meeting shall be held, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, major repair or replacement of a capital improvement located or to be constructed within the Common Areas, including any fixtures and/or personal property relating thereto, provided that any such

assessment shall have the assent of two-thirds (2/3) of the votes of each class of Membership, voting in person or by proxy at a special meeting duly called for this purpose. Notwithstanding anything to the contrary contained in this Declaration, in the event of any maintenance, repair or replacement to the Common Areas caused by negligence or misuse by an Owner, his family, servants, agents, guests, invitees or lessees, the Association, through its Board of Directors, shall have the right to levy a special assessment against such Owner and his Lot for the cost of such maintenance, repair or replacement. In addition, any cost or reasonable attorneys' fee incurred by the Association in connection with any action of any nature whatsoever against an Owner, his family, servants, guests, invitees or lessees shall be assessed against such Owner and his Lot as a special assessment.

SECTION 4. Uniform Rates. Both regular and special assessments must be fixed at a uniform rate for all Lots.

A. Regular Assessment. The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association in accordance with the services to be provided as set forth herein. Each Owner shall be assessed and shall pay on a monthly or at such intervals as the Board shall determine a prorata share of the total amount of the assessment necessary to provide the services as set forth herein in addition to a prorata assessment for taxes assessed against the Common Areas.

B. Special Assessments. The basis for determining a special assessment shall be the actual cost of each item of construction, reconstruction, repaving, major repair or replacement of any capital improvement located or to be constructed upon the Common Areas, including but not limited to any fixtures and/or personal property relating thereto, undertaken for the benefit of the Association as reflected upon the Association's books in accordance with Section 3 of this Article IV. Each Owner shall be assessed and shall pay a prorata share of the total amount of the special assessment necessary for capital improvements, the schedule for payment of which shall be set forth in the resolution authorizing such special assessment.

C. Formula. In order to determine the prorata share of each Owner, the estimated regular assessment and the special assessment shall be divided by the total number of Lots subject to this Declaration as duly amended from time to time. The result thereof shall constitute the individual Owner's liability for the special assessment, subject to readjustment as provided for hereinafter.

SECTION 5. Developer's Obligation for Assessments. Notwithstanding anything contained herein to the contrary, the Developer shall not be obligated to pay any regular or special assessments for the Lots owned by the Developer and there shall be no lien on Lots owned by the Developer for such nonpayment; provided, the Developer shall be responsible for paying to the Association all amounts which are necessary to cover all maintenance and other expenses incurred by the Association not covered by the assessments to be paid by non-Developer Lot Owners. The Developer may, however, at its option by written notice to the Association, decide at any time to commence payment of assessments in the amount paid by non-Developer Lot Owners, which shall then be the Developer's sole responsibility for the payment of assessments hereunder.

SECTION 6. Date of Commencement of Regular Assessments: Due Dates. The regular assessments shall commence as to all Lots then subject to this Declaration on the day of the conveyance of the Common Areas to the Association. As additional Lots become subject to this Declaration, as provided herein, the regular assessments attributable thereto shall commence on the day of the recording of the amendment submitting the Lots to the terms and conditions of this Declaration in the Public Records of Pasco County, Florida. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specified Lot have been paid and further, the Association may delegate to and contract with a management company for collection of the regular and special assessments of the Association.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the regular and special assessments provided for herein shall be subordinate to the lien of any First Mortgage encumbering a Lot. Should any First Mortgagee foreclose its mortgage against a Lot or obtain title to said Lot secured by such first mortgage by conveyance in lieu of foreclosure, said Mortgagee shall not be liable for any regular or special assessments made by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Thereafter, any such Mortgagee or its successors or assigns shall pay its prorata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation for payment of regular and special assessments of the Owner who was the owner of record on the date such regular or special assessments became due and payable.

SECTION 8. Effect of Non-Payment of Assessments: Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each payment interval of each year, or as otherwise designated by the Board, whether or not a bill for such has been sent to each owner. Any regular or special assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed by law. The association may, at its election, have and exercise any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

A. To charge interest on such assessment from the date it becomes due until paid at the highest rate allowed by law, as well as impose a late charge of Ten Dollars (\$10.00) to defray additional collection costs.

B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.

C. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

D. To file an action to collect said assessments, plus interest at the highest rate allowed by law from the due date to the date paid, plus court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure of the Association.

E. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas for any reason whatsoever, or by abandonment of his Lot.

SECTION 9. Capital Contribution. Upon the closing of the sale of each Lot subject to the terms and conditions of this Declaration as amended from time to time, from the Developer to a purchaser; the purchaser, as an Owner and a Member of the Association, shall deposit with the Association a sum equal to two (2) monthly installments of the regular assessment. Such working capital fund may be commingled with any other Association funds and may be used for such purposes, as the Board may determine to be necessary or desirable.



ARTICLE V  
DEVELOPER'S RIGHT TO  
DEVELOPMENT OF SUBDIVISION

SECTION 1. Developer Rights. Until the Developer shall have completed the development and sale of all Lots, Developer, its transferees, agents, employees, contractors and subcontractors shall have the following rights with regard to the Common Areas and all other property subject to the terms and conditions of this Declaration, as amended from time to time:

A. Use of the Common Areas. Use, occupy and demonstrate all portions of the Common Areas and the Lots owned by Developer for the purpose of promoting and aiding the sale or rental of Lots.

B. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the Common Areas and the Lots owned by the Developer.

C. Structures. Construct and maintain on any part or parts of the Property owned or controlled by Developer, such structures as may be reasonably necessary for the completion of the construction, development and sale of Lots, the establishment of the residential community and the disposition of Lots by sale, lease or otherwise.

SECTION 2. Actions by Association. During any period in which the Developer holds any Lots for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or the membership, without Developer's approval in writing.

A. Assessment of the Developer as a Lot Owner for capital improvements, or

B. Any action by the Association which would be detrimental to the sale of Lots by the Developer; provided, however, an increase in regular assessments without discrimination against the Developer shall not be deemed detrimental to the sale of Lots for the purposes of this Section.

As used in this Article, the words "Its transferees", specifically excludes purchaser of individual Lots.

ARTICLE VI  
USE RESTRICTIONS

DR BK 3497 PG 902

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The Property shall be used only for residential, recreational, and related purposes as follows:

SECTION 1. Residential Use. All of the Property shall be used for and described as single family residential property. No structure shall be erected on any Lot or Parcel of the Property other than a detached single family dwelling and an attached private garage of the same architecture and general design as the residence.

SECTION 2. Minimal Lot Size. The Property shall not be subdivided into Lots less than the size as shown on the recorded subdivision maps of the Property without the approval of the Board. This provision shall not be construed to prevent the Owner of a Lot from purchasing a portion of an adjoining Lot to be incorporated into and made a part of the Lot previously owned. Should more than one Lot as shown on the plat of the Subdivision be used as a single building site, these restrictions shall apply as though the entire building site were one Lot.

SECTION 3. Minimum Square Footage. No residence shall be erected upon the Property, which residence has less than ~~1400~~<sup>2000</sup> square feet of living area, said living area measurement to be exclusive of porches, patios, breezeways, garage and other areas which are either open or enclosed solely by screens. For the purpose of measurement to determine compliance with this restriction, all outside dimensions may be used. Garages shall accommodate two cars.

SECTION 4. Lot Maintenance. No Owner of any Lot or Lots, or portions thereof, whether improved or unimproved, occupied or unoccupied, shall permit the grass, shrubbery, or other natural growth or accumulated debris, to grow or accumulate to a point such as to become or be generally acknowledged to be an eyesore, detriment or discredit to the neighborhood. All buildings and other improvements shall be reasonably maintained and kept in a clean and painted condition, so as to maintain a neat appearance. If the Owner shall fail to abide by the provisions of this restriction, the Association shall have the right upon reasonable notice to the Owner to make such repairs, mowing or cleaning as may reasonably be required and to make a reasonable charge to the Owner for such services. Said charge shall be deemed to be a special assessment and shall be secured by a lien on the violating Owner's Lot.

SECTION 5. Waiver of Provisions. The Association shall have the authority to enforce this Declaration and shall have the right and authority to approve exceptions and variations from these

restrictions without notice or liability to the Owners of other Lots or any person or authority whatsoever. Any such exception approved by the Association shall not constitute a general waiver of the provisions and the Association shall have the sole right and power to enforce any such provision with respect to such subsection variation.

SECTION 6. Increase in Risks. Nothing shall be done or kept on a Lot or Dwelling or on or about the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on this Lot or Dwelling or on the Common Areas which would result in the cancellation of insurance on any Dwelling or any part of the Common Areas or which would be in violation of any law;

SECTION 7. Letter and Delivery Boxes. The Association shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto;

SECTION 8. Grade and Elevation. No grade or elevation of any Lot may be changed without the specific consent of the Association.

SECTION 9. Damage to Improvements. No curb, drainage structure, water lines, sewer lines, or portion of any street shall be removed or altered for any purpose without the specific consent of the Developer or the Association. Owners of respective Lots shall be directly responsible for damage to the foregoing improvements resulting from the action of said Owners or other employees, or independent contractors furnishing labor or material to or for said Owners.

SECTION 10. Drainage. No structure shall be erected, placed or permitted, and no alterations shall be made or permitted on the Property which shall in any way hinder surface or subsurface drainage of the property.

SECTION 11. Compliance with Codes and Regulations. All state, county, or local building codes, permits, zoning regulations, or other regulations which are now or may in the future be applicable to this Subdivision shall be complied with concerning the construction or erection of any dwelling or other structure. It shall be the responsibility of each property Owner within the Subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD). Each Lot Owner shall not remove native vegetation (including cattails) that become established

within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD. No Owner of property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, drainage easements, and upland conservation areas described in the approved permit and recorded plat of the Subdivision, unless prior written approval is received from SWFWMD pursuant to Chapter 40D-4, F.A.C.

SECTION 12. Docks, Fences, Walls and Hedges. No dock, wall, fence, screening or hedge shall be constructed on any Lot except those which are approved by the Board in its sole discretion. Any planting or landscaping done by an Owner within an area reserved for easements on the recorded plat of this Subdivision shall be at the Owner's risk, and if such planting or landscaping shall interfere with the construction, maintenance or repair of utilities, or significantly impair an adjoining property owner's view, it shall be removed by or at the expense of the Owner, upon demand by the Developer, Board or utility company.

SECTION 13. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats and as may otherwise be necessary to provide utilities and drainage to all parts of the Subdivision.

SECTION 14. Parking. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Lots or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board may adopt. No garage shall be converted to dwelling space or enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Board. Notwithstanding the foregoing, however, a builder may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Property by such builder. Garage doors visible from any street within the Property shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant.

SECTION 15. Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, unless previously approved in writing by the Board, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, vans, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which

are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to an Owner or the Common Areas.

SECTION 16. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Lot. However, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Property shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Lot be confined on a leash held by a responsible person.

SECTION 17. Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

SECTION 18. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any unit, without the prior written consent of the Board or its designee. The Developer and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna or cable system or other apparatus for transmission of radio, satellite or other signals for the benefit of all or a portion of the Property.

SECTION 19. Garbage Cans, Tanks, etc. No basketball hoops, backboards or similar sports equipment, and no clotheslines shall be erected or installed on any Lot so as to be visible from the street. All garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Lots shall be located or

screened so as to be concealed from view of neighboring residences, streets, and property located adjacent to the Lot; provided, concealment of garbage cans shall not be required during trash collection days. All rubbish, trash, and garbage shall be stored in appropriate containers approved By the Board and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

SECTION 20. Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" included "B-B" guns, pellet guns, and other firearms of all types regardless of size. Notwithstanding anything to the contrary contained hereir. or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

SECTION 21. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot.

SECTION 22. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated without approval from the Board.

SECTION 23. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the Property for the purpose of altering drainage and water flow. Septic tanks and drain fields are prohibited on the Property.

SECTION 24. Tree Removal and Landscaping. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Board. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the Board, to replace the removed tree with one (1) or more comparable trees of such size and number, and in such locations, as such committees may determine necessary in its sole discretion to mitigate the damage. All landscaping on the Property shall be strictly in accordance with the landscaping requirements and guidelines of the Board. No substantial alteration to the landscaping, including but not limited to paving, excavating or placing gravel or stone thereon, shall be permitted without prior written approval by the Board.

SECTION 25. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit

safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

SECTION 26. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and electric utility transmission facilities and other high voltage lines if required by law or for safety purposes.

SECTION 27. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any improvement located on a Lot.

SECTION 28. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the Board.

SECTION 29. Artificial Vegetation, Exterior Sculpture, Signs, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property. Exterior sculpture, fountains, flags, signs of any kind and similar items must be approved by the Board.

SECTION 30. Energy Conservation Equipment. The installation of any solar energy collector panels or attendant hardware or other energy conservation equipment must be approved by the Board, which approval shall be subject to the provisions of Florida Statutes, §163.04.

SECTION 31. Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal floatation devices, shall be permitted without the prior approval of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Developer or the Association or approved by the Board.

SECTION 32. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

SECTION 33. Business Use. No garage sale, moving sale, rummage sale or similar activity shall be permitted without prior

written approval of the Board. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a residence located on a Lot may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Developer or a builder approved by the Developer with respect to its development and sale of Lots or its use of any improvements which it owns within the Property.

SECTION 34. On-Site Fuel Storage. Without prior written approval of the Board, no on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

SECTION 35. Leasing of Residences. "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a residence by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

Residences may be leased only in their entirety; no fraction or portion may be leased. No transient tenants may be accommodated in a residence. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior



written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days prior to execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. The Board may adopt reasonable rules regulating leasing and subleasing, including but not limited to requiring any lease to include the following provisions:

A. The lessee agrees to abide and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. The Owner agrees to cause all occupants of his or her residence to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations thereof and resulting losses or damages caused by such occupants, notwithstanding the fact that such occupants of the residence are fully liable and may be sanctioned for any violation thereof. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the residence.

B. Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, including, without limitation the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the residence and the Owner thereof, such being deemed hereby as an expense which benefits the leased residence and the Owner thereof.

C. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including, but not limited to, the use of any and all common facilities and amenities.

SECTION 36. Laws and Ordinances. Every Owner and occupant of any residence, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

SECTION 37. Liquified Propane Gas ("LPG") Service.

A. The Association shall be permitted to store LPG on Common Areas or Property for operation of maintenance vehicles, generators and similar equipment. Underground and above ground LPG tanks for storage of LPG for dwellings, pools, gas grills and similar equipment are not permitted except as may be approved by Developer or the Association. The prohibition of LPG tanks as provided in this paragraph shall not apply to the Developer or its designees who may, but shall not be required to, provide an underground LPG distribution system to service units and lots. In the event such an underground LPG distribution system is installed, the Developer may designate certain portions of the Development for installation and operation of above or below ground LPG tanks for use in connection with the LPG system. This restriction is designed to reduce environmental risks associated with LPG storage and to minimize the hazards associated with on-site LPG storage.

B. Developer and the Association shall grant such easements as are necessary for the provider of LPG service and its affiliates and designees to provide an underground LPG distribution system to transmit and deliver LPG to units and lots within the Property. Further, Developer and the Association shall grant such easements as are necessary for the installation, maintenance, and storage of LPG and twenty-four (24) hour, 365 day per year access for operation of above or below ground LPG tanks and systems for use in connection with the underground LPG distribution system; and

C. Developer and the Association will cooperate in allowing the provider of the LPG service, its affiliates and designees, to utilize wherever possible, public utility easements for the delivery and transmission of LPG to units and lots within the Development. There shall be created easements across lots and to all residential dwellings within the Development for the installation and maintenance of underground LPG distribution system lines intended to provide LPG to each unit or lot within the Development.

D. All homes or dwelling units built within the Development shall be equipped with a LPG water heater and at

least two (2) additional gas drop connections for additional LPG appliances. Developer shall cause all builders or other contractors or sub-contractors permitted to perform construction within the Development to include within their construction plans and specifications such installations as are necessary to comply with this provision.

Notwithstanding anything to the contrary set forth herein, nothing shall prohibit an individual lot or unit owner from refusing or discontinuing the use of the LPG service and/or equipment provided for herein and such individual lot or unit owner's refusal shall not be a default of the agreement to provide LPG service.

#### ARTICLE VII ARCHITECTURAL CONTROL

SECTION 1. Architectural Restrictions. In order to preserve the value and appearance of the Property subject to the terms and conditions of this Declaration, as amended from time to time, no improvements or structure of any kind, including, without limitation, any building, wall, fence, or screen enclosure, shall be erected, placed, or maintained on any portion of the Property, and no such addition, alteration, modification, or change to any such improvement, structure shall be made without the prior written approval of the Architectural Control Committee, which approval still not be unreasonably withheld, excluding only buildings, other structures and improvements constructed, installed, or placed by or with the approval of the Developer, including any additions, alterations, modifications, and changes to any of the foregoing approved by the Developer (collectively "Developer Improvements") are not subject to the approval of the Architectural Control Committee.

SECTION 2. Approval. In order to obtain the approval of the Architectural Control Committee, two (2) complete sets of plans and specifications for the proposed construction, improvement and landscaping shall be submitted to the Architectural Control Committee for its review. Such plans and specifications shall include as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Architectural Control Committee may also require the submission of additional information and materials as may be reasonably necessary for it to evaluate the proposed construction, landscaping or alteration. The Architectural Control Committee shall evaluate all plans and specifications utilizing high lined standards as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Architectural Control Committee shall not be responsible for reviewing, nor shall its

approval of any plans and specifications be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building codes or other governmental regulations.

SECTION 3. Right of Refusal. The Architectural Control Committee shall have the right to refuse to approve any proposed plans or specifications which, it reasonably determines, are not suitable or desirable. Any and all approvals or disapprovals of the Architectural Control Committee shall be in writing and shall be sent to the Board and the respective Lot Owner. In the event the Architectural Control Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Architectural Control Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Architectural Control Committee and the appropriate written approval shall be delivered to the Owner forthwith.

SECTION 4. Membership. The Architectural Control Committee shall consist of such three (3) persons as the Developer, in its sole discretion, shall appoint until such time as the Developer no longer owns any Lot subject to the terms and conditions of this Declaration as amended from time to time. Thereafter, the Architectural Control Committee shall consist of three (3) Members of the Association who shall be elected by a majority of the Board.

SECTION 5. Rules and Regulations. The Architectural Control Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Architectural Control Committee.

#### ARTICLE VIII ANNEXATION

SECTION 1. The Developer hereby expressly reserves the right to subject to and add other real property to this Declaration and the covenants, conditions, restrictions, easements, reservations, assessments, terms and provisions set forth in this Declaration and thereby to bring such real property within the jurisdiction of the Association. However, Developer shall not be obligated to add real property to this Declaration. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the real property to be then subjected to this Declaration and which shall extend the jurisdiction of the Association and the undivided interest in all Common Areas to the Owners of Lots in the additional property, and thereby subject the Lots in such additions to Common Area easements and assessments for their just share of the Association expenses. Any and all such additional Common Areas added shall become the responsibility of

the Association and assessments for maintenance of same shall apply to all Lots and other Residential Property, unless otherwise expressly provided.

SECTION 2. This Declaration shall not constitute a cloud or encumbrance upon the title to any real property until such before described amendments to the Declaration and quit claim deeds are recorded in the Public Records of Pasco County, Florida.

ARTICLE IX  
GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, Developer and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to all costs thereof, including, but not limited to, reasonable attorney's fees.

SECTION 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of fifty (50) years from the date that the Declaration is recorded in the Public Records of Pasco County, Florida and consented to by all Owners, including the Developer if it owns any Lots, and all Institutional First Mortgagees holding mortgages on Lots subject to this Declaration. Unless terminated at such time as provided herein, the covenants, restrictions, conditions, and easements provided by this Declaration shall automatically renew for additional fifty (50) year terms. In the event that there are any Common Areas at the termination of this Declaration and/or the Association, then such Common Areas shall be owned by the Owners as tenants in common in undivided shares.

SECTION 4. Amendments.

A. Subject to the limitations set forth hereinafter, this Declaration may be amended by an instrument signed by two-thirds (%) or more of all the Owners of all Classes.

B. Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Articles of Incorporation or Bylaws of the Association, no

amendment shall be made to this Declaration or the Articles of Incorporation or Bylaws which would adversely affect the lien rights of any Institutional First Mortgagee.

C. Amendments for correction of scrivener's error or other non-material changes may be made by Developer and, after the Turnover Date, by the Board of Directors, and in any event, without the need for consent of any owner or Mortgagee.

D. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration may be made without the written joinder and consent of the Developer.

E. So long as the Developer possesses a majority of the votes of all member votes, the Developer may unilaterally amend this Declaration for any purpose, so long as the amendment has no material adverse effect upon the other Members.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be signed and sealed this 13th day of December, 1995.

Signed and acknowledged in the presence of:

THE PRESERVE AT LAKE THOMAS, INC.

Colleen S. Cooke  
Print Name: Colleen S. Cooke

By: Robert Pinson  
ROBERT PINSON, President

Charles E. Fisher  
Print Name: Charles E. Fisher

STATE OF FLORIDA  
COUNTY OF ALCOA

The foregoing instrument was acknowledged before me this 13th day of December, 1995, by ROBERT PINSON the President of THE PRESERVE OF LAKE THOMAS, INC. a Florida corporation, on behalf of the corporation who is personally known to me or has produced Charles E. Fisher as identification



COLLEEN S. COOKE  
My Commission CC491059  
Expires Aug. 23, 1999

Colleen S. Cooke  
(Signature of Notary Public)

Colleen S. Cooke  
(Print, Type or Stamp Commissioned Name of Notary Public)



This instrument prepared by  
 (and return to):  
 Michael T. Trocke, Esquire  
 Shumaker, Loop & Kendrick  
 Post Office Box 172609  
 Tampa, Florida 33672-0609

R.  
 Rcpt: 154061 Rec: 10.50  
 DS: 0.00 IT: 0.00  
 05/16/97 \_\_\_\_\_ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
 05/16/97 01:05pm 1 of 2  
 OR BK 3743 PG 1945

AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,  
 CONDITIONS, AND RESTRICTIONS  
FOR THE PRESERVE AT LAKE THOMAS

THIS AMENDMENT is made this 7<sup>th</sup> day of May, 1997, by THE PRESERVE AT LAKE THOMAS, INC., a Florida corporation ("Developer").

RECITALS

A. Developer is the "Developer" under the Declaration of Easements, Covenants, Conditions, and Restrictions for the Preserve at Lake Thomas dated November 13, 1995, and recorded in Official Records Book 3497, Page 885, of the Public Records of Pasco County, Florida, as amended and/or supplemented (the "Declaration").

B. The Declaration provides, in part, that so long as Developer possesses a majority of the votes of all Member (as defined in the Declaration) votes, Developer may unilaterally amend the Declaration for any purpose, so long as the amendment has no material adverse effect upon the other Members.

C. As of the date of this Amendment, Developer possesses a majority of the votes of all Member votes and desires to the unilaterally amend the Declaration as set forth in this Amendment

D. The amendments to Declaration set forth in this Amendment will have no material adverse effect upon the other Members.

NOW, THEREFORE, by virtue of the authority reserved to Developer in the Declaration, the Declaration is hereby amended as follows:

1. Article VI, Section 3 is hereby amended by deleting therefrom the entire text after the heading "SECTION 3." and substituting in its place the following:

Minimum Square Footage. No residence shall be erected upon the Property, which residence has less than 2,000 square feet of living area, said living area measurement to be exclusive of porches, patios, breezeways, garages, and other areas which are either open or enclosed solely by screens. For the purpose of measurement to determine compliance with this restriction, all outside dimensions may be used. All garages shall accommodate at least two (2) cars.

This Amendment shall be deemed incorporated into and made a part of the Declaration which, in all respects other than as amended by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed by its duly authorized representative on the day and year first above stated.

Witnesses:

"Developer"

THE PRESERVE AT LAKE THOMAS, INC.

[Signature]  
Name: CHELANE GRADNIK

By: [Signature]  
Roger D. Copenhagen, Jr.  
President ROC

[Signature]  
Name: JAN SUPPLE

(seal)



ANITA M KROFSSIK  
My Commission CC433209  
Expires Jan. 12, 1999  
Bonded by HAI  
800-422-1555

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 1997, by ROGER D. COPENHAVER, JR., the President of THE PRESERVE AT LAKE THOMAS, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
(Signature of Notary Public)

Anita M. Krofssik  
(Print, Type or Stamp Commissioned Name of Notary Public)