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AMERICAN HOME TITLE
2047 OSPREY LANE, STE A
LUTZ, FL 33549



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Prepared by and Return to:
Peter Baker
Law Office of Peter Baker
500 East Kennedy Blvd. Suite 200C
Tampa, Florida 33602

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SILVER LAKES**

THIS DECLARATION is made this 17th day of ~~NOVEMBER~~ 2000, by **Laurel Homes, Inc.**, a Florida corporation, whose address is 150 Oxford Road, Suite 140, P.O. Box 300789, Fern Park, Florida 32730-0789, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in Pasco County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Declarant desires to develop the Property to be known as "Silver Lakes," which is intended to include the Property, and such other property as may be annexed from time to time and become part of the Property, if any (hereinafter sometimes collectively referred to as the "Development"); and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Development and for ownership and maintenance of recreation areas and amenities, open space and green belt areas, landscaping, drainage retention and detention areas and facilities and other common areas and facilities as may be specifically designated herein, on the Plat of the Property, and in any subsequently platted phases of the Development and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner for all or part thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create a homeowners association to which shall be delegated and assigned the powers of owning, maintaining and administering certain designated common area properties and facilities within the Development, including, without limitation, the Common Area hereinafter defined; and using and maintaining, as required, Non-Common Areas Easement/Areas; and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated or will incorporate under the laws of the State of Florida, a not-for-profit corporation called Silver Lakes at Pasco Homeowners' Association, Inc. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid; and

WHEREAS, for the purpose stated hereinafter, Declarant desires to impose upon the Property certain covenants, conditions and restrictions which will touch and concern the Property and are intended by Declarant to be covenants running with the land for the purpose of creating a general plan of development for the Property and for the purpose of maintaining and enhancing the value thereof.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Incorporation of Recitals; Definitions

The Recitals in the foregoing (Whereas) clauses are an integral part of this Declaration, are true and correct, and are incorporated herein by this reference. The following words or letters when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. **"Articles of Incorporation"** shall mean the Articles of Incorporation, and any amendments thereto, of the Association.

Section 2. **"ACC"** shall mean the Architectural Control Committee described in Article VII hereof.

Section 3. **"Association"** shall mean and refer to the Silver Lakes at Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 4. **"Board"** shall mean the Board of Directors of the Association.

Section 5. **"By-Laws"** shall mean the By-Laws, and any amendments thereto, of the Association.

Section 6. **"Common Area"** shall mean all real property (including the improvements thereto such as recreation facilities, if any, fences, walls and landscape buffers around the interior or perimeter of the Development, buffer areas, entry features, signage, landscaping, hardscaping, and irrigation systems) owned by the Association for the common use and enjoyment of the Owners, and those areas dedicated to Pasco County, Florida, which Declarant has elected to continue to maintain, if any, and any other real or personal property owned or acquired by the Association and/or identified on the Plat as "Common Area," if any. The Common Area shall initially include the following areas specifically identified on the Plat:

Tract A:	Drainage Easement
Tract B:	Drainage and Utility Easement

Tract C: Drainage Easement
Tract D: Drainage Easement
Tract E: Drainage Easement
Tract F: Drainage Easement
Tract G: Drainage Easement
Tract H: Conservation Easement
Tract I: Conservation Easement
Tract J: Conservation Easement
Tract K: Conservation Easement
Tract L: Conservation Easement

All property underlying that certain 15' Drainage Easement: described in that certain Agreement of Drainage Easement recorded in O.R. Book 762, Page 610, Public Records of Pasco County, Florida (Barcellona).

All property underlying that certain 15' Drainage Easement: described in that certain Agreement of Drainage Easement recorded in O.R. Book 762, Page 611, Public Records of Pasco County, Florida (Barcellona).

All property underlying that certain 15' Drainage Easement: described in that certain Agreement of Drainage Easement recorded in O.R. Book 762, Page 612, Public Records of Pasco County, Florida (McCallie).

All property underlying that certain 15' Drainage Easement: described in that certain Agreement of Drainage Easement recorded in O.R. Book 762, Page 613, Public Records of Pasco County, Florida (McCallie).

All property underlying that certain 20' Drainage Easement: described in that certain Agreement of Drainage Easement recorded in O.R. Book 789, Page 1541, Public Records of Pasco County, Florida (McCallie).

Tracts "A" through "L" and the property underlying the foregoing previously recorded drainage easements (to the extent not already included within one or more of Tracts "A" through "L") shall be referred to herein as the "Common Area Easement/Areas" and such easements shall be referred to as the "Common Area Easements." The Association shall own such Common Area Easement/Areas and shall have certain rights and obligations with respect to such Common Area Easement/Areas as provided in this Declaration.

The Common Area shall not include any area on a Lot shown as part of a "10' Drainage And/Or Utility Easement" on the Plat, nor shall the Common Area include other Drainage Easements and Conservation Easements shown on Sheets 3, 4 and 5 of the Plat, but not designated by Tract. The property underlying such non-included utility, drainage and conservation easements shall be referred to herein as the "Non-Common Area Easement/Areas" and such easements shall be referred to as the "Non-

Common Area Easements. Title to such property shall be vested in the respective Lot Owner (or in the State of Florida if it is sovereignty submerged land); however, the Association shall be a benefitted party for all such Non-Common Area Easements and shall have and is hereby granted certain rights in and controls over such Non-Common Area Easement/Areas as provided in this Declaration. The Common Area also shall not include the road right-of-way and Tract "M" (Utility Easement/Lift Station Site) as shown on the Plat, all of which shall be dedicated to and maintained by Pasco County.

Section 7. "Declarant" shall mean and refer to Laurel Homes, Inc., a Florida corporation, its successors and assigns.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Silver Lakes, as amended from time to time.

Section 9. "Lot" shall mean and refer to any plot of land shown as a lot upon the recorded Plat/subdivision map of the Property, and excluding any portion of a Common Area Easement/Area, but including any portion of a Non-Common Area Easement/Area, shown on the Plat on or going across such plot of land.

Section 10. "Member(s)" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration, the Articles of Incorporation and the By-Laws. An Owner shall be a Member. Voting rights of Members are set forth in Article III.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Plat" means the recorded plat of Silver Lakes, and any amendments or additions thereto, recorded upon the public records of Pasco County, Florida.

Section 13. "Surface Water Management System" means the combination of structures and impoundments which provide drainage, water storage, conveyance or other surface water management capabilities for the Property and Development.

Section 14. "Water Management District Permits" means and refer to permits issued by the Southwest Florida Water Management District (the "SWFWMD"), and specifically the SWFWMD Surface Water Management Permit No.404915.04, dated July 29, 1993 as modified/extended on July 22, 1996, and as subsequently modified/extended (the "SWFWMD Construction Permit"), which is applicable to the Development, and the SWFWMD Environmental Resource Standard General Permit No.44915.06, dated October 14, 1997, as subsequently modified/extended, which is applicable to the Development (the "SWFWMD ERP Permit").

Section 15. "Work" means the initial construction of improvements, including dwelling

units, Common Area amenities, landscaping and hardscaping upon all or any portion of the Property for a single family residential community and the sale and/or leasing thereof by Declarant.

ARTICLE II Property Rights

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following;

(a) Access. If ingress and egress to any Lot is through any of the Common Area, then any conveyance or encumbrances of that portion of the Common Area shall be subject to that Lot Owner's easement.

(b) Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(c) Suspension. The Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (ii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(d) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of **seventy five percent (75%)** of each class of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. So long as there is a Class B membership, if any mortgage encumbering any Lot is held, guaranteed or insured by the Federal Housing Administration ("FHA"), the United States Department of Housing and Urban Development ("HUD"), the Federal National Mortgage Association ("FNMA"), or by the Veterans Administration ("VA"), then any such dedication or transfer must be approved by the agency involved, provided however such approval shall specifically not be required where the amendment is made to correct errors or omissions, or is required to comply with the requirements of any lender holding a mortgage upon any portion of the Property, or is required by any governmental authority.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area and Non-Common Area Easement/Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Operation of the Common Area. The Association shall at all times operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore. The Association shall also monitor the activities and maintenance procedures of Owners whose Lots include Drainage Easements and/or Conservation Easements located in Non-Common Area Easement/Areas, to confirm that such activities and maintenance procedures are consistent with those activities and maintenance procedures occurring in the Common Areas and in compliance with applicable law and regulation, and shall employ the necessary personnel required therefore. If a Lot Owner fails to limit its activities and conduct maintenance procedures in Non-Common Area Easement/Areas on its Lot consistent with those activities and maintenance procedures occurring in the Common Areas owned and managed by the Association, then the Association shall maintain said Non-Common Area Easement/Areas on the Lot and shall assess the Owner for all costs incurred.

Any landscape/wall easements, if any, shown on the Plat are owned by the Association and shall be maintained by the Association.

Section 4. Utility Easements/Service. Public utilities serving the Property and Lots (except water and sewer), have been, or will be, installed underground in the portion of the Property designated as a "10' Drainage And/Or Utility Easement" on the Plat ("10' Utility Easements") or in Tract "B" of the Common Area, for the use, benefit and service of the Property, the Lots and all improvements upon the Property. Any public utility serving the Development shall have the right to install, maintain, and repair all utilities for lines, wires, pipes, equipment and other items necessary for supplying light, heat, air conditioning, power, telephone, any CATV and other means of communication to the Property in such 10' Utility Easements, and such other utility and/or communications made available in the future by advances in technology and approved by the Board. All water and sewer utilities serving the Property and individual Lots have been or shall be installed underground in and under the road right-of-way and in Tract M as shown on the Plat and dedicated to and maintained by Pasco County.

Section 5. Public Easements. Fire, police, health, sanitation, cable, communications, drainage, U.S. Mail, and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area.

Section 6. Utility Easements on Lots. The Owner of a Lot shall be responsible for the maintenance of the 10' Utility Easement situated on his Lot and designated as a "10' Drainage And/Or Utility Easement" on the Plat. If an Owner does not maintain said 10' Utility Easement, the Association shall have the right to cause said easement to be maintained and shall assess the Owner for all costs incurred.

Section 7. Encroachment Easements. In the event that any Lot shall encroach upon any of the Common Area, or upon any other Lot, or in the event that any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of accommodating and abating that

encroachment, for so long as the encroachment shall exist. Notwithstanding the foregoing, any permit to be issued by Pasco County to an Owner or the Association may require that an encroachment be removed as a condition of issuance, and the Association and Owner(s) shall cooperate in resolving such encroachment.

Section 8. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess an easement and reasonable right of entry and inspection upon the Common Area or any Lot (including any Non-Common Area Easement/Area of a Lot) for the purpose of fully and faithfully discharging the duties of the Association contained herein or established by law.

Section 9. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit, including the following parties: (i) all family or household members of the Owner, (ii) such Owner's tenants and contract purchaser, and (iii) all family or household members of such tenants and purchaser provided they actually reside upon such Owner's lot. In no event does the benefit of any such easement extend to the general public except as provided in Section 5 above. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 10. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 11. Drainage Easements. Those areas shown as a "Drainage Easement" on the Plat and designated as Tracts "A" through "G" shall be owned and maintained by the Association, as more fully provided hereafter. Those areas shown as a "Drainage Easement" on the Plat and which are part of a Lot (but not designated by Tract) shall be owned by the Lot Owner, but shall be used and maintained by the Owner of the Lot consistent with the maintenance standards and procedures implemented by the Association with respect to Tracts "A" through "G." Pasco County shall be a benefitted party of such Drainage Easements designated as Tracts "A" through "G." The Association and Pasco County shall be benefitted parties of such Drainage Easements which are part of the Non-Common Area Easements shown on the Plat on Lots, but not designated by Tract.

Section 12. Conservation Easements. Those areas shown as a "Conservation Easement" on the Plat and designated as Tracts "H" through "L" shall be owned and maintained by the Association, as more fully provided hereafter. Those areas shown as a "Conservation Easement" on the Plat and which are part of a Lot (but not designated by Tract) shall be owned by the Lot Owner, but shall be used and maintained by the Owner of the Lot consistent with the maintenance standards and procedures implemented by the Association with respect to Tracts "H" through "L." The SWFWMD, Florida Department of Environmental Protection ("FDEP") and the United States Army Corps of Engineers ("Corps"), and any successor agency for the SWFWMD, FDEP and Corps, shall

be benefitted parties of such Conservation Easements designated as Tracts "H" through "L." The Association, the SWFWMD, FDEP and Corps shall be benefitted parties of such Conservation Easements which are part of the Non-Common Area Easements shown on the Plat on Lots, but not designated by Tract.

Section 13. Landscape Easements.

Reserved/Omitted.

Section 14. General Dedication/Prohibition/Reservation. Declarant hereby dedicates and transfers to Pasco County the road right-of-way and Tract "M" (Utility Easement/Lift Station Site) and all water and sewer lines and facilities under such road right-of-way, all of which shall hereafter be maintained by Pasco County. Declarant hereby dedicates and transfers those easements, reservations and other rights-of-way shown on the Plat and defined herein as Common Area to the Association for the use, benefit and enjoyment of the Owners. Declarant also reserves to and grants to and for the use of the Association the rights and controls provided herein with respect to use and maintenance of the Drainage Easements and Conservation Easements that are part of the Non-Common Easement/Areas and with respect to the installation, maintenance and repair of certain public utilities in the 10' Utility Easements if the Owner of the Lot fails to use and maintain such areas consistent with the use and maintenance standards and procedures implemented by the Association. No dwelling unit or other structure (except driveways or elevated walkways or docks specifically approved by the ACC) of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility entities, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes of which such easements, reservations, and rights of way are reserved, subject to applicable law and regulation. Declarant also reserves to and grants to and for the use of the SWFWMD, FDEP and Corps certain rights in and to the Conservation Easements provided herein and reserves to and grants to and for the use of the SWFWMD and to Pasco County certain rights in and to the Drainage Easements and Surface Water Management System provided herein.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to the assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all those Owners, as defined in Section 1, with the

exception of the Declarant. Class A Members shall be entitled to **one (1)** vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they, among themselves, determine; but in no event shall more than **one (1)** vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to **three (3)** votes for every Lot owned. The Class B Member shall also be entitled to **ten (10)** votes per acre for each acre (or portion thereof) of land which is then owned by Declarant (or in which Declarant then has a legal or equitable ownership interest) and which is included in the "Additional Property" defined in Section 2 of Article VIII of this Declaration, which Additional Property may be annexed by the Declarant in the manner provided in Article VIII hereof. It is expressly provided, however, that in the event and to the extent that Declarant either (i) completes the development of any Additional Property owned by Declarant without annexing the same, or (ii) sells, transfers or conveys and Additional Property owned by Declarant to a third party to whom Declarant does not assign its rights hereunder, then Declarant shall lose its entitlement to any votes associated with such Additional Property to such extent.

Unless provided to the contrary herein or in the Articles, all votes and decisions of membership of the Association shall be determined by adding the votes of eligible Class A Members and the Class B Member with respect to Lots owned, rather than by a separate vote of each class.

Section 3. Class B Control Period; Termination of Class B Membership. The period during which Declarant is a Class B Member shall be deemed the "Class B Control Period." Unless Declarant elects voluntarily to terminate the Class B Control Period earlier at its option, the Class B membership shall cease and be converted to Class A membership (and the Class B Control Period shall cease) and Declarant shall turn over control of the Association to the Class A members upon the earliest to occur of the following events:

- (a) Three months after ninety percent (90%) of the Lots including Lots in the Additional Property annexed or planned for annexation by Declarant, have been sold to parties other than Builders; or
- (b) Twenty (20) years from the date of the recording of this Declaration among the Public Records of Pasco County, Florida; or
- (c) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

From and after the happening of these events, whichever occurs earliest, the Class B Member shall be deemed a Class A Member entitled to **one (1)** vote for each Lot in which it holds the interest required for membership under Article III, Section 1 above.

ARTICLE IV Covenants Regarding Use

The Property and each Lot is subject to the following restrictions and other covenants in connection with the use thereof:

Section 1. Use. No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, landscaping, walls, fencing, driveways and sidewalks appurtenant thereto. Each dwelling shall contain a minimum of a two-car garage. All such improvements must be approved in writing by the ACC prior to commencement of construction.

Section 2. Minimum Residence Size. No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, porches, patios and lanais shall be not less than **1,800** square feet if the Lot is **less than 0.4 acres** (17,424 square feet), and not less than **2,000** square feet if the Lot is **more than 0.4 acres** (17,424 square feet). However, living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

Section 3. Minimum Lot Size. No dwelling shall be constructed on a Lot or plot having an area of less than **10,800** square feet. No Lot shall be divided, resubdivided or reduced in size by any method whatsoever, unless all portions of said Lot are used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat.

Section 4. Setbacks. The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front Lot line than **twenty five (25)** feet. No dwelling or other structure shall be erected closer than **twenty five (25)** feet to the rear Lot line, or closer than **ten (10)** feet to any side interior Lot line. No dwelling or other structure situated on a corner Lot shall be erected closer than **fifteen (15)** feet to any street right-of-way.

Section 5. Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes, except in connection with the Work as elsewhere

provided herein. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Lots in the Property. No burning of refuse or other material shall be allowed on any Lot.

Section 6. On Site Construction Required. No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by the Declarant or any authorized builder in connection with construction work and activities engaged upon any Lot.

Section 7. Animals. No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or the private property of others without the express or implied consent of the Owner thereof; and provided further that no more than a total of three (3) such animals may be kept on any Lot. The ability to keep pets is a privilege, not a right, and the Association is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents within the Property.

Section 8. Signs. No signs of any kind, including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than two square feet in size, advertising the property for sale or rent; and except for signs approved by Declarant used by Declarant or any authorized builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs used in connection with the Work are exempt from this Section 8.

Section 9. Exterior Attachments. No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, 18" (or smaller) satellite dishes are permitted on all Lots, provided they have received prior approval from the ACC, do not exceed four feet (4') feet in height as measured from the ground or from the point of attachment to the residence structure (provided, however, that

the top of a dish and its support may not exceed the lowest point of the roof-line of the residence structure), and are landscaped if on the ground.

Section 10. Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the Plat of the Property. Within these easements, including the 10' Utility Easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The 10' Utility Easement area of each Lot and all improvements in 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. If the Owner does not maintain said 10' Utility Easement, the Association shall have the right to cause said easements to be maintained and shall assess Owner for all costs incurred.

Section 11. Trees. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or cutting of trees shall be performed in violation of law or of this Declaration.

Section 12. Fences, Wall, and Hedges. Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event to exceed six (6') feet in height, except that Declarant may construct such fences, walls and hedges as in its sole discretion it determines necessary in completing final development and establishing the Property as a residential community. Each fence which is placed by the Declarant on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a fence, wall or hedge has been installed by the Declarant as part of the Work for the sole benefit of any specific Lot Owners, the reasonable cost of repair and maintenance shall be shared equally by the Lot Owners whose Lot is contiguous to the fence, wall or hedge. Where the Declarant has installed a fence, wall or hedge for the benefit of the Property as a whole, the reasonable cost of repair and maintenance shall be paid by the Association. Where a fence, wall or hedge has been installed solely for the benefit of a single Lot Owner, whether by the Lot Owner or by the Declarant, the reasonable cost of repair and maintenance shall be the sole obligation of that individual Lot Owner. All repairs to any fence, wall or hedge shall be made using materials which are of like grade, quality, material, color, finish and workmanship as that which was provided by the Declarant at the time of conveyance of the Lot to the Owner of such Lot, or as approved by the ACC if the fence, wall or hedge was originally constructed by someone other than the Declarant.

Section 13. Sidewalks. Simultaneously with the construction of a dwelling on any Lot, a concrete sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Pasco County, Florida, the line and grade of said sidewalk to be in accordance with the site plan of such Lot approved by the ACC. The Lot Owner, not Pasco County, shall be responsible for maintaining the sidewalk in a front yard up to the back of the road curb, even though the sidewalk is in the public right-of-way.

Section 14. Commercial Uses. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Pasco County as a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except in connection with the Declarant's Work.

Section 15. Appearance of Lots. No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located thereon, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonable necessary for the construction to completion of the improvement for which same is to be used.

Section 16. Elevated Walkways and/or Docks. In the event any Owner with access to a lake desires to construct an elevated walkway and/or single dock for use by boats or for fishing or pedestrian traffic in or across a Drainage Easement or Conservation Easement at the rear of his Lot, such elevated walkway or dock must be approved by the ACC prior to any permitting or installation. The Owner of the Lot must obtain and comply with all construction, safety and jurisdictional requirements with respect to such elevated walkway or dock and a copy of all required permits shall be provided to the Association and renewals/modifications shall be provided to the Association as received by the Lot Owner. Any such elevated walkway and/or dock shall not unreasonably interfere with access to or views of the lake by adjacent Lot Owners. Any such elevated walkway and/or dock shall be properly maintained at all times and it shall be secured so as to deter access by unsupervised or unauthorized parties. This Section shall not create any liability or responsibility on the part of the Declarant or the Association from any claims arising from the review and/or approval of any such elevated walkway or dock by the Declarant, the Association or the ACC.

Section 17. Lot Upkeep and Maintenance. Except for the maintenance to be performed by the Association elsewhere set forth herein, all Lot Owners with completed residences thereon shall keep and maintain such Owner's Lot (including, but not limited to, the sidewalk constructed by the Builder or Lot Owner to the back of the road curb and any Non Common Area Easement/Areas on the Lot), together with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair; together with painting, repairing, replacing and caring for roofs, gutter, downspouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and

all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

Section 18. Mailboxes. The mailboxes and support, if any, which is provided by the Declarant at the time of conveyance by Declarant, shall remain the same color and structure (design) as it was at the time of conveyance by Declarant.

Section 19. Vehicles; Parking. Except as set forth hereafter, only conventional passenger automobiles may be parked in any parking area and only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or minivans which do not exceed eighteen (18) feet in length, and sport utility vehicles that have not been modified by increasing their height, off-road tires, roll bars or the like.

All other motor vehicles including but not limited to commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto), trucks (any vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks, and vans exceeding eighteen (18) feet in length), boats, campers, recreation vehicles (vehicles having kitchen or bathroom facilities), trailers, motor homes, mobile homes, and any and all other vehicles (other than the aforescribed conventional passenger automobiles) shall be prohibited from parking within the Property.

Exceptions to the foregoing exist as follows: (i) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Lot, but in no event overnight; (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a designated parking area when they are being actively loaded or unloaded; (iii) motor homes and other recreational vehicles operated by persons residing outside of Pasco County, Florida may be temporarily parked in the driveway of the host Owner with the prior permission of the Association, but in no event more than fourteen (14) days in any calendar year; and (iv) any of the motor vehicles trailers or other vehicles which are otherwise prohibited by virtue of this section may be parked inside an Owner's assigned garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded, unloaded or driven.

No vehicle shall be parked in a manner as to impede or prevent access to any other parking space. All drivers will obey parking regulations posted on the private streets, parking areas and all other traffic regulations which may be promulgated from time to time by the Association. No vehicle which cannot operate on its own power shall remain within the Property for more than twenty four (24) hours and no vehicle may be repaired anywhere within the Property.

Parking is not permitted on the lawns or landscaped areas. Parking on streets is prohibited,

other than service vehicles or guests of an Owner, and then only if necessary to service a Lot or if the Owner's driveway and other authorized parking areas are completely full. Guest vehicles and guest parking shall otherwise comply with all requirements of this Declaration.

Any and all vehicles parked or stored on the Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked" and are subject to towing by the Neighborhood Association, at the vehicle owner's expense, at any time after twenty-four (24) hours have elapsed from the time the vehicle owner has been notified. The Association may assess the Owner for the cost of removing a vehicle as more fully described in Article VI, Section 4 hereafter.

Section 20. Initial Construction, Repair and Rebuilding. Construction of any dwelling or other structure or improvement shall be completed within five (5) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than five (5) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within five (5) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

Section 21. Repainting of Homes. If the exterior of any home (including trim, doors and garage doors) is repainted within the first five years subsequent to conveyance by Declarant, it shall be painted in the same color or as close to the same color as possible of that which was provided by the Declarant at the time of conveyance, unless an alternative color is approved by the ACC.

Section 22. Window Air Conditioners. No window air conditioning unit shall be installed in any window which is visible from any street.

Section 23. Exemption of Declarant and Designated Builders. Every person, firm or corporation purchasing a Lot recognizes that Declarant or designated builders shall have the right to do the following, as part of the Work:

- (a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;
- (b) Maintain furnished model homes on the Lots which are open to the public for

inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in (a) and (b) above.

Declarant's and builder's rights as set forth in this Declaration shall terminate when Declarant or any authorized builder has sold the last residential Lot to a third party home buyer. It is the express intention of this section that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lots which Declarant or builder may own. All provisions of this Declaration in conflict with this section shall be deemed inoperative as to Declarant or a designated builder.

Section 24. Front Doors. The front door of each residence constructed on a Lot shall be maintained in an attractive manner, and therefore no screen doors, storm doors, glass doors, or the like shall be allowed on such front doors.

Section 25. Front Yards. The front yard of each residence constructed on a Lot shall remain grass, and the Lot Owner shall maintain such grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by the Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the ACC.

Section 26. Window Coverings. All interior window coverings which are visible from any street shall be approved by the ACC.

Section 27. Drainage Easements. The Plat reflects certain areas as "Drainage Easements." Drainage Easements shall not contain the following improvements: concrete (or similar impervious material) patios, decks, elevated walkways or docks, pools, utility sheds or building structures, except as specifically approved by the ACC and Pasco County; provided, however, a driveway may be constructed in a Drainage Easement if its construction and maintenance will not interfere with the flow of drainage, or cause damage to utilities.

Section 29. Swimming Pools and Patio Enclosure. In the event any Owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground, and the Owner of the Lot must erect a screen enclosure or a fence meeting all life safety and jurisdictional requirements around the entire perimeter of that portion of the Lot located behind the house so as to prevent access to the swimming pool by unsupervised or unauthorized parties. This Section shall not create any liability or responsibility on the part of the Declarant or the Association from any claims arising from the review and/or approval of any such fencing or screen enclosure by the Declarant, the Association or the ACC, or the lack of a fence or screen enclosure, or the construction thereof, in connection with

any swimming pool. The term swimming pool shall also include any spa, whirlpool bath, or similar device as determined by the ACC. All patio enclosures must be approved by the ACC.

Section 30. Outdoor Clotheslines. No outdoor clothesline of any kind whatsoever, temporary or permanent, shall be permitted on any Lot if they are visible from the public right-of-way or from the Common Area.

Section 31. Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure, baseball or tennis pitching machines, nets or batting cages, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except in connection with the Work. A free-standing basketball goal or a storage shed may be installed and used on a Lot if approved by the ACC. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. Any propane or other tanks installed by the Declarant as part of the Work shall be exempt from the foregoing requirement, however, Declarant shall screen any such tank from view with landscaping. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the ACC.

Section 32. Roofs. All roofs must be approved by the ACC.

Section 33. Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of the Association, the Association may, as an additional remedy, provide written notice of the violation to the Owner of record and, if the said violation shall continue for a period of seven (7) days from the receipt of the written notice, the Owner may be assessed an amount up to One Hundred Dollars (\$100.00) per violation or the maximum amount allowed by law, if such amount is greater. This assessment shall be considered in the same manner as specific assessments as defined in Article VI, Section 4, and those terms of this Declaration providing for the recording of the assessment lien, enforcement and collection shall also apply.

Section 34. General Restrictions. Except as expressly provided in this Declaration or with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) **Obstructions.** There shall be no obstruction of the Common Area nor shall anything be kept or stored on the Common Area.

(b) **Alterations.** Nothing shall be altered on, constructed upon, or removed from the Common Area.

(c) **Activities.** No activity shall be permitted in or upon the Common Area.

(d) **Waterbodies.** The Board from time to time may regulate and/or prohibit any and all uses and activities in, upon and about any waterbody situated in whole or in part on the Common Area or in the Non-Common Area Easement/Areas.

Section 35. General Indemnity. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any violation of this Declaration. The indemnification provisions of this Section shall in no way be construed to make an Owner an insurer of the Association or the Common Area. The Association shall be responsible for insuring itself and the Common Area and its activities and obligations with respect to the Non-Common Area Easement/Areas, all in accordance with Article X of this Declaration.

Section 36. Rules and Regulations. No Owner or other person residing within the Property or invitees shall violate the Association's rules and regulations for the use of the Lots or the Common Area or the Non-Common Area Easement/Areas, and all Owners and other persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any supplemental declaration, prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation shall be deemed "promulgated" when posted conspicuously at such convenient location within the Property as the Association from time to time may designate for such purpose.

Section 37. Ownership Rights Limited to those Enumerated. No transfer of title to any Lot shall pass any rights in and to the Common Area except as expressly enumerated in this Declaration or any applicable supplemental declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title and interest except as expressly provided in this Declaration or applicable supplemental declaration. The conveyance of the Common Area to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement or other area dedicated to public use and situated upon, or abutting, the Common Area, notwithstanding the fact that any Lot also is shown or described as abutting the same.

Section 38. Declarant's Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its builders, agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices by Declarant shall be subject to Declarant's control. The right to maintain and carry on such facilities and activities shall include specifically the right to use residential

dwellings as model residences, the right to use Common Area facilities, including the fitness center and other gathering areas, for related activities, and to use any gatehouses or any Lots for related activities. The Declarant's right of use, as described hereinabove, shall continue even after conveyance of all of the Common Area to the Association.

Section 39. Enforcement. All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recover of the towed or removed vehicle shall be borne sole by the Owner or the operator of the towed or removed vehicle.

ARTICLE V

Rights and Obligations of the Association

Section 1. The Common Area and Non-Common Area Easement/Areas. Subject to the rights and obligations of Owners set forth in this Declaration and any supplemental declaration, the Association has exclusive management and control of the Common Area and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement and renewal of all streets, roads, improvements, equipment, public and personal property installed thereon by Declarant as part of the Work, except as such property may be dedicated to and accepted by Pasco County or another governmental entity. The Association's duties also include the duty to maintain, repair and replace under the circumstances outlined in Section 2 hereafter. The Association also has management/development control, but not ownership control, over the Conservation Easements and Drainage Easements that are part of the Non-Common Area Easement/Areas and of all improvements proposed to be installed thereon by an Owner and all furnishings, equipment and other personal property of an Owner related thereto, but only to the extent such use and maintenance by an Owner is inconsistent with the use and maintenance procedures implemented by the Association for the Common Area.

Section 2. Maintenance.

(a) Responsibility of Association. The Association shall provide the following maintenance, repair and replacement services to and for the benefit of the Owners, the cost for which shall be assessed to each Owner as part of the annual assessment against each Lot in the Property:

- (i) operation and maintenance of entry features, signage, monumentation, and gates;
- (ii) recreation center facilities operation and maintenance, if any, including the repair, replacement and maintenance of all improvements to the Common Area, and the exterior improvements installed by Declarant as part of the Work, and their replacements;
- (iii) public road maintenance, repair and replacement within the Property, unless such road is dedicated to and accepted by Pasco County or other governmental entity;
- (iv) street lighting, unless operated by Pasco County or other governmental entity;
- (v) landscape maintenance in the Common Area;
- (vii) maintenance of the Conservation Easements and conservation/preserve areas and of the Drainage Easements and Surface Water Management System in the Common Area, all as required by law or regulation or the Water Management District Permits, and maintenance of Conservation Easements and conservation/preserve areas and of the Drainage Easements and Surface Water Management System in the Non-Common Area Easement/Areas and of the 10' Utility Easement on a Lot if not maintained by the Lot Owner as required herein or as required by law or regulation or the Water Management District Permits;
- (viii) maintenance, repair and replacement of irrigation and drainage equipment and facilities within the Common Area, if any; and
- (ix) a reserve or sinking fund for replacement of any items set forth above.

The Association's duty of maintenance does not include: building painting, roof repair or replacement, glass surfaces; replacement of exterior doors or any trees, shrubs, lawns or landscaped areas within an enclosed yard, patio or fully enclosed entry area including the enclosed rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping, if any, installed by Declarant as part of the Work along the boundary between any Lot and the Common Area. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the maintenance standards established in the Declaration.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible:

- (i) the cost of labor and materials for repairs, maintenance and capital improvements to any buildings on Lots, painting any buildings, repair or replacement of roofs on individual Lots;

- (ii) repair or replacement of all glass surfaces on his/her Lot;
- (iii) replacement of exterior doors;
- (iv) replacement of any trees, shrubs, lawns or landscaped areas within a fully enclosed yard, patio, or entry area including the rear patios of an Owner's respective Lot;
- (v) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner;
- (vi) maintenance of the Conservation Easements and conservation/preserve areas and of the Drainage Easements and Surface Water Management System in the Non-Common Area Easement/Areas on each Lot in a manner consistent with those maintenance procedures implemented by the Association for the Common Areas and of the 10' Utility Easement area of each Lot and all improvements in it, except for those improvements for which a public authority or utility company is responsible;
- (vii) repair or replace any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any invitee of such Owner; and
- (viii) washing of driveways and exterior building surfaces.

All maintenance performed by the Owner shall be at least up to the maintenance standards established by the Association.

(c) **Failure of Owner to Maintain or Repair.** The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area or the Non-Common Area Easement/Areas on each Owner's Lot or the 10' Utility Easement area on such Owner's Lot that the Association is not otherwise required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board by a vote of not less than two thirds (2/3) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by Article VI, Section 4, of this Declaration.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the

Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal, management, and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any supplemental declaration, or its Articles, By-Laws, rules and regulations. The Association may contract with others to furnish trash collection, lawn care, building and parking lot maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then: (a) only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article VI, Section 4, of this Declaration; and (b) provided further, each such Owner's consent shall be required.

Section 4. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable supplemental declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 6. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any supplemental declaration, its Articles or By-Laws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

Section 7. Restriction on Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the Work, and except for personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without Declarant's consent until termination of the Class "B" Control Period as described in Article III hereof. At all times hereafter, all capital improvements in excess of \$10,000 in the aggregate in any one year shall be approved by **sixty-seven percent (67%)** of each class of Members who are present in person or by proxy and voting at a meeting duly convened for such purpose.

Section 8. Litigation. The Association shall have the power to initiate or defend litigation on behalf of the Association, subject to the following limitations (to the extent that such limitation is permitted by law): no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of **seventy-five (75%)** percent of each class of Members. In the case of such a vote, and notwithstanding anything contained in this Declaration, the Articles or the By-Laws to the contrary, if any Member is a representative of a neighborhood or other sub-association which is subject to this Declaration, such representative shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five (75%) percent of all members of the neighborhood or sub-association represented by such voting representative. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens and enforcement of restrictive covenants against Owners), (b) the imposition and collection of assessments as provided in Article VI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 8 shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE VI

Covenant for Maintenance and Operation Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agrees to pay the Association, as hereinafter provided:

- (a) annual assessments or charges, which shall include assessments for the maintenance and operation of the Lots and Common Area and shall include such reasonable reserves as the Association may deem necessary to fulfill its duties and responsibilities hereunder. These annual assessments may be collected in monthly, quarterly or yearly payments as determined from time to time by the Board; and
- (b) special assessments for capital improvements as provided in Section 3 of the Article. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereinafter provided; and
- (c) specific assessments as provided in Section 4 hereafter.

Annual and special assessments shall be allocated to each Lot in an amount proportional to a fraction of which the numerator is one and the denominator is the total number of platted Lots in the Property from time to time. By definition, specific assessments are specific to each Lot so assessed and may vary from Lot to Lot, depending upon the purpose of such assessment.

The annual, special and specific assessments, together with interest thereon and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing

lien upon the costs of collection of the same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Property and for the improvement, repair, replacement and maintenance of Lots and the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Lots and Common Area as elsewhere provided herein, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Without limitation on the generality of the foregoing, and in addition to the other purposes for which assessments shall be used, the Association shall be responsible for and the assessments levied by the Association shall be used for the maintenance, operation and repair of the Surface Water Management System, including all ditches, culverts, drains, pipes, conduits, ponds and other facilities located on or benefitting the Property for the purpose of conveying, transmitting, draining, retaining and storing stormwater runoff from the Property, including without limitation, any and all of such items used or useful in connection with the operation and maintenance of the Drainage Easements and other easements. Such maintenance, operation and repair shall include the exercise of practices which allow the Surface Water Management System to collect, convey, channel, hold, inhibit or divert the movement of stormwater as permitted by the SWFWMD pursuant to the Water Management District Permits. The Association shall maintain, operate and repair the Surface Water Management System in accordance with the provisions of all applicable governmental requirements, including, without limitation, the terms and conditions set forth in the Water Management District Permits, which provides for a maintenance and monitoring program which shall be performed by the Association. The Association and its agents, employees and independent contractors shall have the right of ingress and egress to and from the Surface Water Management System at all reasonable times for the purpose of complying with the terms and conditions of the Water Management District Permits and all applicable governmental regulations and requirements governing the use, maintenance, operation and repair of the Surface Water Management System.

Annual assessments may include, but are not necessarily limited to, and the Association may, but is not necessarily obligated to, acquire and pay for out of the funds derived from the annual assessments, the following:

- (a) Maintenance and repair of the Common Area (and the Non-Common Area Easement/Areas as noted below), including but not limited to, the entrance signs and walls, of the Conservation Easements and conservation/preserve areas (both in the Common Area and, if not maintained by the Lot Owner as required herein, in the Non-Common Area Easement/Areas), as needed or required by applicable law, of the Drainage Easements and Surface Water Management System (both in the Common Area and, if not maintained by the Lot Owner as required herein, in the Non-Common Area Easement/Areas), as required by law or the Water Management District Permits, and of the 10' Utility Easement on a Lot if not maintained by the Lot

Owner as required herein.

- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of equipment for the Common Area (and the Non-Common Area Easement/Areas as noted below) as may be determined by the Association, including without limitation all equipment and personnel necessary for proper maintenance of the Conservation Easements and conservation/preserve areas (both in the Common Area and, if not maintained by the Lot Owner as required herein, in the Non-Common Area Easement/Areas), of the Drainage Easements and Surface Water Management System (both in the Common Area and, if not maintained by the Lot Owner as required herein, in the Non-Common Area Easement/Areas), and of the utility easement areas not on a Lot.
- (d) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area and of the Non-Common Area Easement/Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.
- (e) Worker's Compensation Insurance to the extent necessary to comply with Florida Statutes, and any other insurance deemed necessary by the Board of the Association.
- (f) A standard fidelity bond covering all members of the Board of the Association and all other employees of the Association in an amount to be determined by the Board, if so required by the Board.
- (g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of the Association for the operation of the Common Area for the benefit of Lot Owners, or for the enforcement of these restrictions.

Section 3. Special Assessments for Capital Improvements. Subject to the limitations and conditions imposed by Section 7, Article V, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of the Association, benefits all Lots, including the necessary fixtures and personal property related thereto.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any

Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 5. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of the Association to be the date of commencement. The annual assessment shall be payable in monthly installments due on the first day of each calendar month, or in annual, semi-annual or quarter-annual installments if so determined by the Board. The due date of any special or specific assessment levied under Sections 3 or 4 hereof, respectively, shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors of the Association. The Board shall fix the amount of assessment against each Lot subject to the Association's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Property and assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

The Association shall, upon demand at any time, and for a reasonable charge, furnish to any Lot Owner liable for said assessments, a certificate in writing signed by an Officer or authorized agent of the Association setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid, and shall be binding upon the Association as of the date of its issuance.

From time to time, the Association, through actions of its Board, may enter into an agreement or agreements with one or more persons firm or corporations, for the purpose of providing professional management, operation of and maintenance of services for the Common Area.

Section 7. Amount of Monthly Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be **\$30.00** per month per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner and while Declarant is still a Class B Member, the maximum annual assessment may be increased each year, not more than **five percent (5%)** above the maximum assessment for the previous year, without a vote of the membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, not more than **fifteen percent (15%)** above the maximum assessment for the previous year, by a vote

of **sixty seven percent (67%)** of all voting Members who are voting in person or by proxy at a meeting duly called for this purpose. The quorum for such a meeting shall be at least sixty percent (60%), in person or by proxy, of all such voting Members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to thirty percent (30%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(c) The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member. The Board of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

(d) Special and specific assessments, as described herein may be made by the Board only in accordance with the terms, conditions, vote and quorum requirements as is described in Article III hereof and in Article IV, Section 3, of the By-Laws.

(e) Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration, or of the Association's Articles of Incorporation or By-Laws, to the contrary, the Declarant shall be excused from the payment of its share of operating expenses and assessments (including, without limitation, the assessments described in Section 1 hereof) during the Class B Control Period, provided that Declarant shall pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association. Upon transfer of title by Declarant to a third party of a Declarant-owned Lot other than for purposes of development, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A Members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Declarant derives any rental income, or holds an interest as mortgagee, shall be assessed at the same amount from time to time established for similar Lots owned by Class A Members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage to Declarant, as the case may be. After the end of the Class B Control Period, Declarant may, if requested by the Association, make a loan to the Association evidenced by a promissory note to assist the Association with its financial needs for which assessments are collected and used. In such event the Association shall be required to repay the Declarant the full loan amount, plus a reasonable interest rate, within a reasonable period of time.

Section 8. Effect of Nonpayment Assessment; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of **eighteen percent (18%)** per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or may foreclose the lien against the Lot, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by sale, transfer or abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 9 of this Article.

Section 9. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinate to any tax lien and to the lien of any first mortgage encumbering any Lot. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to the jurisdiction of the Association, including the Lot as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 10. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that: (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives, to the fullest extent allowed under applicable law, the benefit of any homestead exemption otherwise

available with respect to all amounts secured by such lien.

Section 11. Trust Funds. The entire amount of all regular and special assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

Section 12. Special Taxing Districts. In the event that a Special Taxing District ("STD") or Community Development District ("CDD") is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said STD or CDD, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said STD or CDD. If said STD or CDD is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said STD or CDD had never been created.

ARTICLE VII Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures, and improvements in the subdivision covered by this Declaration will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). The ACC shall be initially the Declarant or a committee of three (3) persons selected by Declarant, and shall not be a committee of the Association. The members appointed to the ACC do not need to be Owners. So long as the Declarant owns any Lot or any Additional Property (as defined below) which is subject to the terms and provisions of this Declaration and which is offered for sale in the ordinary course of business, the Declarant shall be entitled to appoint all members of the Committee and any successor members; provided, however, that the Declarant shall at any time have the right to waive its right to appoint the members of the Committee. At such time as all of the Lots subject to this Declaration have been sold by Declarant or at any time chosen by the initial members of the ACC with the consent of Declarant, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Association's Board. The members of the Committee shall be appointed for staggered three (3) year terms, provided, however, the initial members of the Committee appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the Committee. In the event of death, resignation, inability to serve, or other vacancy in office of any members of the Committee, the Declarant shall promptly appoint a successor member of the Committee who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the Committee, the Board of the Association shall have the right to appoint the members of the

Committee in the manner provided herein and in the Bylaws of the Association. The first Committee appointed by the Board of the Association shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the Board of the Association shall appoint a new Committee member upon expiration of the term of a then existing Committee member.

Section 2. Purpose and Powers of the ACC. The ACC shall have the power to regulate those matters described in this Article VII. The power to regulate shall include the power to prohibit those buildings, structures or improvements deemed inconsistent with the provisions of the Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and ACC shall have approved such plans and specifications and detailed site plan, in writing. The approval of said plans and specifications by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also because of non-compliance of the proposed building, structure or improvement with the zoning code of Pasco County, Florida, and other applicable regulations affecting the Property, and by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement of the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition,

reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

Section 3. Submission of Plans and Specifications to and Review by ACC. The ACC shall have thirty (30) days following its receipt of full and complete plans and specifications, and any changes or amendments thereto, within which to approve or disapprove the same in writing. The Committee may request additional information reasonably required before the plans and specifications shall be deemed full and complete. No plans and specifications shall be considered to have been accepted for review by the ACC unless evidenced by a written receipt of such plans and specifications by the ACC. The address of the ACC is **c/o 3724 Fawn Grove Court, Land O' Lakes, Florida 34639**. The ACC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within ten (10) working days after submission. If the ACC does not take action to either approve or disapprove the submission within thirty (30) day period after the plans and specifications are deemed full and complete, and no suit to enjoin construction pursuant to such plans and specification has been filed prior to the completion of such construction, then such approval will not be required and will be deemed to have been waived by the Association.

Section 4. Guidelines of ACC. The ACC shall prepare and promulgate design and development guidelines. The ACC shall make the guidelines available to owners, their agents, and builders who seek to engage in construction upon all or any portion of the Property, and all such owners and builders shall conduct their operations strictly in accordance with the guidelines. The guidelines shall be those of the Association, and the ACC shall have sole and full authority to prepare and to amend them from time to time.

Section 5. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, not for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

ARTICLE VIII

Operation, Annexation/Extension

Section 1. Effect Upon Platted Property. From and after the date this Declaration is recorded, all of the Property shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the

Association and each Owner.

Section 2. Annexation/Extension by Declarant Without Approval of Class A Members. So long as Declarant owns any of the Property, Declarant shall have the unilateral right, privilege and option, but not the obligation, from time to time, to annex and subject to the provisions of this Declaration and the jurisdiction of the Association any lands adjacent to or contiguous with the Property (hereinafter referred to as the "Additional Property"), without the consent of the existing Owners/Members as long as Declarant owns any portion of the Additional Property to be so annexed. Upon annexation of said Additional Property or any part thereof, the owners of lots, if any, within the Additional Property so annexed for all intents and purposes shall be deemed to be Members of the Association and Owners of Lots in accordance with the provisions of this Declaration, and the Additional Property so annexed shall be and become part of the Property for the purposes of this Declaration. The Owners of such Lots shall be subject to the rules, regulations and bylaws of the Association in the same manner and with the same effect as the original Owners/Members and shall have the same rights and obligations as to the Common Area as the original Owners/Members. Such annexation shall be accomplished by Declarant filing a Supplemental Declaration among the Public Records of Pasco County, Florida, which Supplemental Declaration shall reference this Declaration and shall contain the legal description of the Additional Property annexed. Such Supplemental Declaration or a separate Supplemental Declaration may contain special provisions and restrictions which apply only to the Additional Property being annexed, but such special provisions and restrictions shall not contravene any of the provisions of this Declaration. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration, unless otherwise provided therein. Notwithstanding any other provision of this Declaration to the contrary, the Supplemental Declaration adding such Additional Property shall not be required to be executed by any existing Owners/Members, but shall require the consent of the owner of such lands, if other than Declarant. Declarant shall have the unilateral right to transfer to any other person the right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the Property or of the lands to be annexed and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 3. Other Annexation/Extensions. Except for the annexation of lands initiated by the Declarant as provided in Section 2 hereof, the extension of the provisions of this Declaration to any lands other than the Property requires the approval of the Association and the Declarant, so long as the Declarant owns any of the Property. Any such extension shall first be approved by no less than **sixty-seven percent (67%)** of the Class A Members of the Association present in person or by proxy voting at a meeting duly convened for such purpose. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association, the Declarant (if the Declarant's approval is required by this Section 3) and the owners of all interests in the lands to which the provisions of this Declaration are extended.

Section 4. Acquisition of Additional Common Area. Declarant may convey to the Association additional real property, improved or unimproved, located within the Property which, upon conveyance or dedication to the Association, shall be accepted by the Association and

thereafter shall be owned and maintained by the Association at its expense for the benefit of all of the Owners as part of the Common Area.

Section 5. Withdrawal of Property. Declarant reserves the right to amend this Declaration unilaterally at any time so long as it holds an unexpired right to unilaterally annex additional lands as provided in this Article, without prior notice and without the consent of any person, for the purpose of removing certain portions of the Property then owned by Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or to remove certain portions of the Property then owned by the Declarant or its affiliates, but not property owned by the Association, as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

Section 6. Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any of the Property.

ARTICLE IX Conveyances, Leases and Transfers

In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Property, the sale, leasing and other transfer of a Lot by any Owner other than the Declarant or a Builder shall be subject to the following provisions:

Section 1. Conveyances, Sales and Transfers. Prior to any sale, conveyance or other transfer (excluding transfer to a relative in the event of death of an Owner, judicial sale, or leases, each of which are treated hereafter) the Owner shall notify the Association in writing of the name and address of the person to whom the proposed sale, conveyance or other transfer is to be made and furnish a copy of the proposed contract together with such other information as may be required by the Association. Within twenty (20) days from receipt of such notice, the Association shall either approve or disapprove the proposed transaction, in writing, and shall notify the Owner of its decision. In the event that the Association shall fail to approve or disapprove the proposed transaction within twenty (20) days from its receipt of notice the transaction shall be deemed approved. If the sale is disapproved, the Association shall provide to the Owner an alternative buyer, who shall deliver to Owner, with the notice of disapproval, an executed contract on the same terms and conditions as contained in the original notice of the transferring Owner. If the Association fails to deliver an alternative buyer within such twenty (20) day period, the original transaction shall be deemed approved. Neither the Association nor any other Owner shall have a right of first refusal to purchase any Lot.

Section 2. Transfer in the Event of Death. If the transfer to a spouse, child or sibling of an Owner of a Lot has occurred by operation of law as the result of the death of the Owner, no approval from the Association or application fee shall be required for such transfer.

Section 3. Judicial Sale. No judicial sale of a Lot or any interest therein shall be valid unless:

(a) The sale is to a purchaser approved by the Association, which approval shall be in recordable form; or

(b) The sale is a result of a public sale with open bidding, held pursuant to an order of a court of competent jurisdiction.

Section 4. Leases. A Lot shall not be rented for a period of time of less than ninety (90) days, nor to more than one family pursuant to any single lease. A maximum of two (2) leases are permitted in any one calendar year. Leases shall not be assignable. For purposes of this Section, "family" shall mean five or fewer persons, whether related or not, unless each person is related to every other person within two (2) degrees of kindred, in which case "family" shall mean eight or fewer persons. A Lot shall not be rented without prior written approval by the Association, which approval shall not be unreasonably withheld. The Association shall have the right to require that a uniform form of lease be used by all Owners. The approval of any lease shall not release the Owner from any obligations under this Declaration. All lessees shall be fully bound by all of the terms and conditions of this Declaration.

Section 5. Transfer or Lease to Corporate Entity. If the purchaser, transferee or lessee of a Lot is a corporation, partnership, or other legal entity, approval of the sale, transfer or lease may be conditioned upon the approval by the Association of the proposed occupants of the Lot.

Section 6. Unauthorized Sale or Lease Void. Any sale, other transfer, or lease not authorized pursuant to this Article shall be void, unless subsequently approved by the Association.

Section 7. Association Held Harmless. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Article, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval.

Section 8. Application Fee. The Association may charge a reasonable fee for the review of any application for a sale, transfer or lease, in an amount which may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

Section 9. Conveyance By Declarant, Mortgagee or Builder. The provisions of this Article shall not apply to any sale, transfer, or lease of a Lot by:

(a) the Declarant;

(b) a transfer to or purchase by a Mortgagee, and/or its assignee or nominee, that

acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title is acquired by deed from the mortgagor, mortgagor's successor or assigns, or through foreclosure proceedings;

- (c) to a transfer, sale or lease by a Mortgagee, and/or its assignee or nominee; or
- (d) by a Builder in the first sale of a residence.

In all such events, the Declarant, Mortgagee, Builder and/or its assignee or nominee shall be allowed to freely sell or lease its Lot without the necessity of approval by the Association or the payment of any application fees.

ARTICLE X

Insurance Casualty Losses; Condemnation

Section 1. Insurance. Insurance, other than title insurance, which shall be carried by and for the Association, shall be subject to and covered by the following provisions.

- (a) **Authority to Purchase.** All insurance policies upon the Common Area (and, as necessary, the Non-Common Area Easement/Areas) shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.
- (b) **Coverage.** The Association shall purchase and keep in force in the name of the Association, for the benefit of Declarant and the Owners, the following insurance coverage:
 - (i) **Casualty.** All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of the Association. Such coverage shall afford protection against:
 - (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
 - (ii) **Public Liability.** In such amounts and such coverage as may be required by the Board, against any liability for personal injury or property damage

resulting from any occurrence in or about the Common Area, but in no event for an amount less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in indemnity against the claim of one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(iii) Worker's Compensation Policy. To meet the requirements of applicable law.

(iv) Other. Such other insurance as the Board shall determine from time to time to be desirable.

- (c) **Premiums**. Premiums for the described insurance shall be a common expense, collected from Owners as part of the annual assessment. Premiums shall be paid by the Association.
- (d) **Proceeds**. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.
- (e) **Distribution of Proceeds**. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board may determine.
- (f) **Miscellaneous**. Copies of all such insurance policies (or certificates thereof showing the premiums thereon to have been paid) shall be retained by the Association and open for inspection by any Owner at any reasonable time. All such insurance policies shall (i) provide that they shall not be canceled by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, the Board of the Association and the Owners. Anything contained herein to the contrary notwithstanding, the Association shall maintain such insurance coverage as may be required by the FHA, HUD, FNMA and/or VA so long as the VA, HUD, FHA or FNMA holds, insures or guarantees a mortgage on or owns any Lot.

Section 2. Reconstruction or Repair After Casualty. The Board, in its sole discretion, shall determine whether or not any damaged portion of the Common Area shall be repaired or replaced.

Section 3. Condemnation. In the event that any portion of the common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

Section 4. Insurance on Lots. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

- (a) Loss or damage by fire, hurricane, tornado, windstorm, and other hazards covered by a standard extended coverage endorsement, and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof.

ARTICLE XI

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration, and any supplemental declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the ACC, the Association, or the Owner of any land subject to this Declaration or any supplemental declaration, and their respective legal representatives, heirs, successors and assigns, for a term of **twenty-five (25)** years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least **seventy-five percent (75%)** of each class of voting Members. This and any supplemental declarations may be amended as provided in Section 5 of this Article.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the ACC, the Association or any Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. If any such action is brought by any Owner against

any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Association with the approval of at least **fifty-one percent (51%)** of each class of the voting Members, and thereafter with the approval of not less than **sixty seven percent (67%)** of the voting Members. Notwithstanding the foregoing, Declarant may amend this Declaration during the first five (5) year period following recordation without the consent of voting Class A Members, provided written notice is provided to each voting Class A Member of the proposed change and such amendment will not materially impair the use of any Lot owned by a Class A Member nor increase the monetary obligation of any Lot or Class A Member. To the extent required in Section 6 of this Article, said amendment shall have the prior approval and be contingent upon the approval of the Federal Housing Administration and/or Veterans Administration before being effective as to the Lots in the Property. Provided, however, that no such amendment shall adversely affect the rights and duties of the Declarant without its prior written consent thereto, nor shall any amendment affect the drainage provisions hereunder without the consent of the SWFWMD. Any such amendment shall be recorded in the Public Records of Pasco County, Florida. Notwithstanding the above and in addition to the exception in Section 6 below, Declarant may amend this Declaration within two (2) years of recording if required by a governmental agency or the SWFWMD.

Section 6. Federal Agency/SWFWMD Approval. As long as there is a Class B Member, and if any mortgage encumbering any Lot is held, guaranteed or insured by the FHA, HUD, FNMA and/or VA, the following actions will require the prior approval of the FHA, HUD, FNMA and/or VA, as appropriate: annexation of lands including the Additional Property; mortgaging of the Common Area; dedication of the Common Area, including additional Common Area; merger, consolidation or dissolution of the Association; and amendment of this Declaration. Further, any amendment of this Declaration which would affect the Surface Water Management System, including the Common Area and the Non-Common Area Easement/Areas included therein, must have the prior approval of the SWFWMD.

Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by HUD, FNMA, FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. HUD, FNMA, FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the HUD, FNMA, FHA, or the VA pursuant to this provision.

Section 7. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the Property, and the books, records and financial statements, for the immediate proceeding fiscal year of the Association.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Pasco County, Florida.

Section 11. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration (of Covenants, Conditions and Restrictions) and the Articles of Incorporation and/or By-Laws of the Association, the Declaration shall control over the Articles and the Articles shall control over the By-laws.

Section 12. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

Section 13. Mortgage or Conveyance of Common Area. The Common Area, or any part of the Common Area, cannot be mortgaged or conveyed without the consent of at least **sixty seven percent (67%)** of the Class A Members. Any conveyance by Declarant to the Association of the Common Area, or any part of the Common Area, shall occur at a time and by transfer procedure in the full discretion of Declarant, subject to applicable law and this Declaration.

Section 14. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by **sixty seven percent (67%) or more** of the votes, pursuant to Article III, Section 2, of Members (or of Class A Members and the Class B Member separately) at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members (or of Class A Members and the Class B Member separately) entitled to cast at least sixty percent (60%) of the votes outstanding, pursuant to Article III, Section 2, of this Declaration, constitutes a quorum. If said quorum is not attained, a second, duly called meeting may be called at which the quorum requirement shall be reduced to thirty percent (30%).

ARTICLE XII

Operation, Maintenance and Monitoring of Drainage Facilities

Section 1. The Association shall maintain, as part of the Common Area (and applicable portions of the Non-Common Area Easement/Areas) amenities/elements, drainage structures for the Property and comply with conditions of the Water Management District Permits from the SWFWMD for the Surface Water Management System. The Association, shall, when requested by Declarant, accept transfer of the Water Management District Permits for the Property. The conditions may include monitoring and record keeping schedules, and maintenance. The Association is responsible for maintenance, repair and replacement of Common Area (and applicable portions of the Non-Common Area Easement/Areas) amenities/elements and drainage facilities in perpetuity. Upon transfer of and assumption of responsibility for the Water Management District Permits, the Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with any permit issued by the SWFWMD and applicable District rules, and shall assist in the enforcement of covenants and restrictions contained therein and herein. The Association shall also levy and collect adequate assessments against members of the Association to be used for the maintenance and repair of the Surface Water Management System, including, but not limited to, work within retention areas, drainage structures and Drainage Easements.

Section 2. The Association shall maintain, as part of the Common Area (and applicable portions of the Non-Common Area Easement/Areas) amenities/elements, any areas designated on the Property as wetlands and as mitigation areas for wetlands and particularly that portion of the Property subject to the SWFWMD ERP Permit. The Association shall comply with and require each Owner on whose Lot is located Non-Common Area Easement/Areas to comply with, all applicable permit conditions for such areas, including monitoring and maintenance of wetland vegetation, and the replanting of wetland vegetation to meet required survival rates.

Section 3. It shall be the responsibility of each Lot owner within the Property 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 SWFWMD.

Section 4. It is the Lot Owner's responsibility not to remove native vegetation (including

cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide and cutting and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention pond to the SWFWMD, FDEP, and all other appropriate governmental entities, including Pasco County.

Section 5. Lot Owners are notified that this Property is subject to the requirements of the Water Management District Permits issued by the SWFWMD. No Lot Owner may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, buffer areas and upland conservation areas described in the Water Management District Permits and Plat, without prior approval from the SWFWMD pursuant to Chapter 40D-4, F.A.C. In addition, a Lot Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from the SWFWMD prior to initiating any construction or alteration on his Lot of the Surface Water Management System on this Property.

Section 6. Ponds, Cypress Trees and Conservation Easements/Areas. Any ponds or other water retention areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds are located. The area(s) shown as wetlands or Conservation Easements or conservation/preserve areas on the recorded Plat of the Property (both in the Common Area and in the Non-Common Area Easement/Areas), shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, topography or bionomics thereof is hereby prohibited. It is the intention of Declarant that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. All Conservation Easements and conservation/preserve areas shown on the Plat as Common Area (Tracts "H" through "L") shall be maintained by the Association, to the extent maintenance is needed or required by applicable law. All Conservation Easements and conservation/preserve areas shown on the Plat as the Non-Common Area Easement/Areas (i.e., as part of a Lot) shall be maintained by the Lot Owner(s) consistent with standards and procedures used and implemented by the Association for the Common Area, to the extent maintenance is needed or required by applicable law, but if not so maintained by a Lot Owner, then by the Association. Notwithstanding the foregoing, Declarant may change, disturb and affect such areas as permitted or required by law in the course of the development of the Property or Declarant's Additional Property or other property, and upon completion of any such change, the then existing state and condition shall be deemed for the purposes of this section, to be the present and existing condition, character and state thereof. In addition individual Lot Owners may seek approval to construct and maintain an elevated walkway and/or single dock in or across a Conservation Easement from the applicable authorities and from the ACC, subject to the provisions of this Declaration.

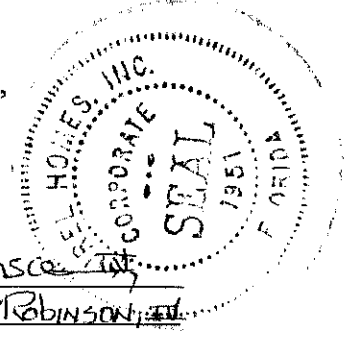
IN WITNESS WHEREOF, the Declarant has caused these presents to be duly executed in its corporate name, by its duly authorized officer, and its Corporate seal to be affixed hereto the day and year first above written.

WITNESSES:

Marilyn Phillips
Print Name: MARILYN R. PHILLIPS
Rhonda R Buckley
Print Name: Rhonda R Buckley

LAUREL HOMES, INC.,
a Florida corporation

By: Joseph D. Robinson IV
Print Name: JOSEPH D. ROBINSON IV
Its: VICE PRESIDENT



STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 17th day of November, 2000, by Joseph D. Robinson IV as Vice President of LAUREL HOMES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced N/A as identification.

[AFFIX SEAL]



Rhonda R. Buckley
MY COMMISSION # CC725618 EXPIRES
April 1, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Rhonda R Buckley
Print Name: Rhonda R Buckley
Notary Public
Commission No: CC725618
Commission Expires: 4/1/02

Exhibit "A"

LEGAL DESCRIPTION AND DEDICATION:

STATE OF FLORIDA)
SS:
COUNTY OF PASCO)

DESCRIBED AS FOLLOWS:

THE UNDERSIGNED, OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS "SILVER LAKES", A SUBDIVISION OF A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, RUN THENCE N00°21'00"W, ALONG THE WEST BOUNDARY OF THE NORTHWEST 1/4 OF SAID SECTION 1, FOR 306.83 FEET; THENCE N89°42'00"E FOR 173.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE S00°21'00"E FOR 206.76 FEET; THENCE S59°39'00"W FOR 200.00 FEET TO THE SAID NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE S00°21'00"E, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 976.27 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE S89°35'00"E, ALONG THE SOUTH BOUNDARY OF SAID NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 1326.22 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N00°20'00"W, ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 985.91 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WEST, ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 731.70 FEET TO A POINT WHICH IS 25 FEET WESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF AN EXISTING COUNTY ROAD; THENCE N28°36'00"E, ALONG THE WESTERLY, RIGHT OF WAY LINE OF SAID EXISTING COUNTY ROAD (25 FEET FROM CENTERLINE), FOR 64.50 FEET; THENCE N52°24'00"W, FOR 260.00 FEET; THENCE N00°21'00"W, FOR 93.99 FEET; THENCE S89°42'00"W, FOR 247.68 FEET TO THE POINT OF BEGINNING; CONTAINS 32.44 ACRES MORE OR LESS.

Return to:
Pasco Title
10730 U.S. Highway 19, Suite #8
Port Richey, FL 34668
File #

This instrument was prepared by
and should be returned to:

Peter Baker, Esquire
Law Office of Peter Baker
500 E. Kennedy Blvd., Suite 200C
Tampa, Florida 33602
(813) 277-0352



Rept: 533396 Rec: 28.50
DS: 0.00 IT: 0.00
10/03/01 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
10/03/01 04:03pm 1 of 6
OR BK 4737 PG 600

(2)

28.50

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SILVER LAKES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SILVER LAKES ("Amendment"), is executed as of this 24th day of September 2001, by LAUREL HOMES, INC., a Florida corporation, whose business address is 150 Oxford Road, Suite 140, P.O. Box 300789, Fern Park, Florida 32730-0789 ("Declarant"). This Amendment amends and reaffirms that certain Declaration of Covenants, Conditions and Restrictions of Silver Lakes executed by Declarant, dated November 17, 2000, and recorded on February 12, 2001, in O.R. Book 4535, Page 1128, of the Public Records of Pasco County, Florida ("Declaration").

RECITALS

A. Declarant is developing Silver Lakes in Pasco County, Florida as a single family residential subdivision consisting initially of thirty seven (37) lots ("Subdivision"). The plat of the original thirty seven (37) lots was filed on or about February 7, 2001, and the plat is found in Plat Book 40, Pages 96 to 100 inclusive, of the Public Records of Pasco County, Florida ("Plat"); and

B. Pursuant to Article 11, Section 5, of the Declaration, the Declarant may amend the Declaration during the first five (5) years following recordation without the consent of then existing Owners, the Association (or their mortgagees), as long as written notice is provided to each voting Class A Member of the proposed change and such amendment will not materially impair the use of any Lot owned by a Class A Member nor increase the monetary obligation of any Lot or Class A Member. This Amendment is within this five (5) year period. There is only one (1) Class A Member, Images Custom Homes, Inc. ("Images"), which currently owns two (2) lots. Images has been notified in writing about this Amendment, which Amendment will not materially impair the use of any lot owned by Images. Nonetheless, even though joinder by the Association and Images may not be required by the Declaration for this Amendment, Declarant has requested each join in for the purposes described below.

C. In lieu of re-recording the entire Declaration, Declarant desires to record this Amendment to make the changes described below. There is adequate consideration for and substantial benefits obtained by the execution, delivery and performance of this Amendment by Declarant.

Terms of Amendment

IN CONSIDERATION of the foregoing and of the mutual benefits to be derived by Declarant, the Association and the Subdivision by the execution, delivery and performance of this Amendment, Declarant hereby covenants and agrees as follows:

1. Recitals and Acknowledgment; Ratification of Declaration. The foregoing Recitals are an integral part of this Amendment and not mere recitals, are true and correct, and are incorporated herein by this reference. The terms and provisions of the Declaration (including defined terms), except as specifically amended herein, are hereby ratified and confirmed, and are incorporated herein by this reference. Appearances of the word "Declaration" in modified and unmodified text shall nonetheless mean the Declaration, as ratified and amended by this Amendment.

2. Specific Amendments. The following terms of the Declaration are amended, modified and restated to read as follows:

(a) **Exhibit "A"** of the Declaration is amended by the substitution of a new legal description of the Property in the form attached hereto as **Amended Exhibit "A"** and incorporated herein by this reference to correct errors in the preamble and text to such legal description and as described in a Surveyor's Corrective Affidavit recorded previously in the Public Records of Pasco County, Florida.

(b) The name of the Association, as defined in Article I, Section 3, is amended to read "Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns."

(c) Article II is amended by adding the following new Section 15 at the end:

Section 15. SWFWMD Conservation Easement. The portions of the Common Area Easement/Areas listed as Tracts H through K on the Plat also correspond generally to conservation easement areas designated as and subject to a conservation easement from Declarant to the SWFWMD dated July 24, 1998, and recorded on December 4, 1998, in Official Records Book 4053, Page 972, of the Public Records of Pasco County, Florida ("SWFWMD Conservation Easement"). Tract L (shown on the Plat as a "conservation easement") was not originally an area subject to and encumbered by the SWFWMD Conservation Easement, but was intended by Declarant to be subject to that instrument as part of the Common Area Easement/Areas. All of the Non-Common Area Easement/Areas shown on the Plat as "conservation easement," but not designated as a tract by letter (e.g., Tract H), are also subject to and governed by the terms of the SWFWMD Conservation Easement. As a result, portions of Lots 1-5, 10-16, 18-24 and 26-31, as shown on the Plat, are subject to and encumbered by the SWFWMD Conservation Easement and Owners of said Lots shall be required to comply with the terms of said easement. If any such Lot Owner fails to comply with the terms of the SWFWMD Conservation Easement applicable to its Lot, such violation shall be considered a violation of the Declaration also and the Association, Declarant or another Lot Owner may seek compliance and other remedies as provided in the Declaration or as allowed by law.

(d) Article XII, Section 6, is amended by adding the following new text at the end of such Section:

"In addition to the foregoing, the Common Area and the Non-Common Area Easement/Areas and Lots 1-5, 10-16, 18-24 and 26-31, as shown on the Plat, are subject to and encumbered by the SWFWMD Conservation Easement, and the Association and the Owners of said Lots shall be required to comply with the terms of said easement."

3. Joinder by Association and Images.

(a) By its joinder in this Amendment, the Association, which received title to Tracts H through L, as shown on the Plat, by deed from Declarant dated November 17, 2000 and recorded on August 29, 2001, in Official Records Book 4705, Page 1869, of the Public Records of Pasco County, Florida ("Association Tract Deed"), acknowledges and agrees that Tracts H through L are subject to and encumbered by the SWFWMD Conservation Easement, and the Association's obligations regarding use and maintenance of said Tracts shall be subject to that instrument and to the Declaration.

(b) By its joinder in this Amendment, Images, which received title to Lots 12 and 13, as shown on the Plat, by deed from Declarant dated August 8, 2001 and recorded in Official Records Book 4691, Page 617, of the Public Records of Pasco County, Florida ("Lot 12 & 13 Deed"), acknowledges and agrees that Lots 12 & 13 and the Lot 12 & 13 Deed are subject to and encumbered by the SWFWMD Conservation Easement, and Images' obligations as an Owner regarding development, use and maintenance of said Lots shall be subject to that instrument and to the Declaration.

4. Corporate Authority. Declarant represents, warrants and agrees that the execution and delivery of this Amendment has been duly authorized and that the officer executing this Amendment has all appropriate authority to execute same and bind the respective corporation.

IN WITNESS WHEREOF, the Declarant has executed this instrument, effective the day and year first above written.

WITNESSES:

LAUREL HOMES, INC.,
a Florida corporation

Janet L. Ridgway
Print Name: Janet L. Ridgway


Peggy M. O'Riley
Print Name: Peggy M. O'Riley

By: Joseph D. Robinson, IV
Print Name: Joseph D. Robinson, IV
Its: Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 24th day of September, 2001, by Joseph D. Robinson, IV as Vice President of LAUREL HOMES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

[AFFIX SEAL]

 Peggy M O'Riley
My Commission CC707332
Expires February 25, 2002

Peggy M. O'Riley
Print Name: Peggy M. O'Riley
Notary Public
Commission No: CC707332
Commission Expires: 02-25-02

CONSENT AND JOINDER OF ASSOCIATION

Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the recording of the foregoing First Amendment to Declaration of Conditions, Covenants and Restrictions of Silver Lakes, and acknowledges that its' right, title and interest in Tracts H through L of the property previously deeded to it by the Declarant are subject to and encumbered by the SWFWMD Conservation Easement as defined in the foregoing instrument.

WITNESSES

Janet L. Ridgway
Print Name: Janet L. Ridgway

Peggy M. O'Riley
Print Name: Peggy M. O'Riley


SILVER LAKES OF PASCO HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation

By Joseph D. Robinson
Print Name: Joseph D. Robinson, IV
Title: President
Address: P.O. Box 300789
Fern Park, FL 32730-0789

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 24th day of September, 2001, by Joseph D. Robinson, IV as President of Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[AFFIX SEAL]

 Peggy M O'Riley
My Commission CC707332
Expires February 25, 2002

Peggy M. O'Riley
Print Name: Peggy M. O'Riley
Notary Public
Commission No: CC707332
Commission Expires: 02-25-02

CONSENT AND JOINDER OF IMAGES

Images Custom Homes, Inc., a Florida profit corporation, hereby joins in and consents to the recording of the foregoing First Amendment to Declaration of Conditions, Covenants and Restrictions of Silver Lakes, and acknowledges that its' right, title and interest in Lots 12 and 13 , as shown in the Plat of Silver Lakes and previously deeded to it by the Declarant, are subject to and encumbered by the SWFWMD Conservation Easement as defined in the foregoing instrument.

WITNESSES

Nicole Sarno
Print Name: Nicole Sarno

Janice R. Hubbartt
Print Name: Janice R. Hubbartt

IMAGES CUSTOM HOMES, INC.,
a Florida profit corporation
By: Douglas E. Naumann
Print Name: Douglas E. Naumann
Title: President
Address: P. O. Box 725
Crystal Beach, Fl. 34681

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24th day of Sept., 2001, by Douglas E. Naumann as the President of Images Custom Homes, Inc., a Florida profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[AFFIX SEAL]

Sandra J. Nohrer
Print Name: Sandra J. Nohrer
Notary Public
Commission No: _____
Commission Expires: _____
Sandra J Nohrer
My Commission CC879386
Expires November 7, 2003

AMENDED EXHIBIT "A" Attached to First Amendment to Declaration

THE "PROPERTY" SHOWN ON THE PLAT [TO BE] KNOWN AS "SILVER LAKES", A SUBDIVISION OF A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; RUN THENCE N00°21'00"W, ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 306.83 FEET; THENCE N89°42'00"E FOR 173.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE S00°21'00"E FOR 206.76 FEET; THENCE S59°39'00"W FOR 200.00 FEET TO THE SAID NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE S00°21'00"E, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 976.27 FEET TO THE SOUTHWEST CORNER OF THE NORTH 3/4 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE S89°35'00"E, ALONG THE SOUTH BOUNDARY OF SAID NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 1326.22 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N00°20'00"W, ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 985.91 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WEST, ALONG THE NORTH BOUNDARY OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4, FOR 731.70 FEET TO A POINT WHICH IS 25 FEET WESTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF AN EXISTING COUNTY ROAD; THENCE N28°36'00" EAST, ALONG THE WESTERLY, RIGHT OF WAY LINE OF SAID EXISTING COUNTY ROAD (25 FEET FROM CENTERLINE), FOR 64.50 FEET; THENCE N52°24'00"W, FOR 260.00 FEET; THENCE N00°21'00"W, FOR 93.99 FEET; THENCE S89°42'00"W, FOR 247.68 FEET TO THE POINT OF BEGINNING; CONTAINS 32.44 ACRES MORE OR LESS.

This instrument was prepared by
and should be returned to:
Peter Baker, Esquire
Law Office of Peter Baker, P.A.
500 E. Kennedy Blvd., Suite 101 C
Tampa, Florida 33602
(813) 277-0352

2004013829

Rept: 750628 Rec: 24.00
DS: 0.00 IT: 0.00
01/27/04 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
01/27/04 09:24am 1 of 5
OR BK 5704 PG 1489

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF SILVER LAKES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SILVER LAKES ("Amendment"), is executed as of this 16th day of January, 2004, by LAUREL HOMES, INC., a Florida corporation, whose business address is 150 Oxford Road, Suite 140, P.O. Box 300789, Fern Park, Florida 32730-0789 ("Declarant"). This Amendment amends and reaffirms that certain Declaration of Covenants, Conditions and Restrictions of Silver Lakes executed by Declarant, dated November 17, 2000, and recorded on February 12, 2001, in O.R. Book 4535, Page 1128, and as amended by instrument dated September 24, 2001, and recorded on October 3, 2001, in O.R. Book 4737, Page 600, both of the Public Records of Pasco County, Florida ("Declaration").

RECITALS

- A. Declarant is developing Silver Lakes in Pasco County, Florida as a single family residential subdivision consisting initially of thirty seven (37) lots ("Subdivision"). The plat of the original thirty seven (37) lots was filed on or about February 7, 2001, and the plat is found in Plat Book 40, Pages 96 to 100 inclusive, of the Public Records of Pasco County, Florida ("Plat"); and
- B. Pursuant to Article 11, Section 5, of the Declaration, the Declarant may amend the Declaration during the first five (5) years following recordation without the consent of then existing Owners, the Association (or their mortgagees), as long as written notice is provided to each voting Class A Member of the proposed change and such amendment will not materially impair the use of any Lot owned by a Class A Member nor increase the monetary obligation of any Lot or Class A Member. This Amendment is within this five (5) year period. There are Twenty (20) Class A Members, each of whom has been notified in writing about this Amendment, which Amendment will not materially impair the use of any lot owned by such Owners and Class A Members. Even though joinder by the Association may not be required by the Declaration for this Amendment, Declarant has requested the Association join in for the purposes described below.
- C. In lieu of re-recording the entire Declaration, Declarant desires to record this Amendment to make the changes described below. There is adequate consideration for and substantial benefits obtained by the execution, delivery and performance of this Amendment by Declarant.

Terms of Amendment

IN CONSIDERATION of the foregoing and of the mutual benefits to be derived by Declarant, the Association and the Subdivision by the execution, delivery and performance of this Amendment, Declarant hereby covenants and agrees as follows:

1. Recitals and Acknowledgment; Ratification of Declaration. The foregoing Recitals are an integral part of this Amendment and not mere recitals, are true and correct, and are incorporated herein by this reference. The terms and provisions of the Declaration (including defined terms), except as specifically amended herein, are hereby ratified and confirmed, and are incorporated herein by this reference. Appearances of the word "Declaration" in modified and unmodified text shall nonetheless mean the Declaration, as ratified and amended by this Amendment.
2. Specific Amendments. The following terms of the Declaration are amended, modified and restated to read as follows:
 - (a) Article IV, Section 12, is amended by adding the following new text at the end of such Section:

“Notwithstanding the foregoing, effective November 30, 2003, any fence installed after that date by a person, other than Declarant, in or on a Lot or anywhere else in the Property shall be white PVC fencing of a grade, quality, size, color, finish and workmanship approved by the ACC and generally consistent with other white PVC fencing elsewhere on the Lot or on adjacent Lots. Existing fencing that is not white PVC fencing as of November 30, 2003, may remain in place, but when such fencing is replaced, repaired, removed or destroyed the replacement fencing shall conform to the above requirement of white PVC fencing approved by the ACC.”
 - (b) Article IV, Section 18, is amended by deleting the existing text and substituting in its place the following new text:

“**Section 18. Mailboxes.** Effective November 30, 2003, each Owner of a Lot shall be responsible for providing a standard-size, white mailbox located on a white post at a height and in a location on the Lot acceptable to the United States Postal Service. Any deviation from such guidelines must be approved in advance by the ACC. Existing mailboxes and posts that do not meet such guidelines as of November 30, 2003, may remain in place, but when such mailbox and/or post is replaced, repaired, removed or destroyed the replacement mailbox and/or post shall conform to the above guidelines and be approved by the ACC.”
 - c) Article IV, Section 19, is amended by adding the following new text at the end of the third paragraph of such Section:

"In addition, an Owner may park and store on his Lot outside the residence and garage a boat not exceeding 18' in length, together with a standard boat trailer under such boat, provided such boat and trailer are placed on a concrete slab located in the rear of the residence and the slab is fully enclosed by a white PVC fence and gate no less than 6' high from grade. The design, size and location of such slab and enclosure shall be submitted for review and preliminary comments and approval by the ACC and shall comply with all requirements of Pasco County and this Declaration, including setback requirements. The ACC shall issue final approval after any permit or other approval required from Pasco County has been obtained prior to construction and if such proposed construction is consistent with the ACC's preliminary comments."

- (d) Article IV, Section 26, is amended by deleting the existing text and substituting in its place the following new text:

"Section 26. Window Coverings. All interior window coverings which are visible from any street shall appear uniform and consistent. No temporary window coverings, i.e., sheets, blankets, etc., may be used, except because of and for periods of interior construction or renovation, and then only for a reasonable period of time as approved by the ACC."

- (e) Article IV, Section 31, is amended by deleting the existing text and substituting in its place the following new text:

"Section 31. Temporary Structures, Outbuildings, Athletic Equipment. No temporary structure, trailer, tent, shack, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time, or used on any Lot at any time as a residence, either temporarily or permanently, except in connection with the Work. No baseball or tennis pitching machines, nets or batting cages, or similar devices or equipment shall be permitted on any Lot at any time; provided, however, a free-standing basketball goal may be installed and used on a Lot if approved by the ACC. With the exception of household barbecue grills containing propane tanks, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. Any propane or other tanks installed by the Declarant as part of the Work shall be exempt from the foregoing requirement, however, Declarant shall screen any such tank from view with landscaping. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the ACC. A storage/utility shed may be placed on a Lot adjacent to a residence provided its color matches the color of the residence on the Lot, it does not exceed 8' in any dimension (height, width and depth), it is placed on a permanent concrete pad and is not on wheels, it does not block the view of the water and other Common Areas in Silver Lakes for neighboring Lot Owners and those using public roads

adjacent to the Lot, and its overall design, size and location are approved in advance by the ACC and shall comply with all requirements of Pasco County and this Declaration, including setback requirements. Any storage/utility shed located on a Lot as of the effective date of this Amendment that does not meet these guidelines may remain in place, but when such storage/utility shed is replaced, repaired, removed or destroyed the replacement storage/utility shed shall conform to the above guidelines and be approved by the ACC. ”

3. Joinder by Association. By its joinder in this Amendment, the Association consents to the changes to the Declaration and agrees to comply with and enforce such new provisions, together with existing provisions of the Declaration.
4. Corporate Authority. Declarant represents, warrants and agrees that the execution and delivery of this Amendment has been duly authorized and that the officer executing this Amendment has all appropriate authority to execute same and bind the respective corporation.

IN WITNESS WHEREOF, the Declarant has executed this instrument, effective the day and year first above written.

WITNESSES:

Janet L. Ridgway
Janet L. Ridgway


Peggy M. O'Riley
Peggy M. O'Riley

LAUREL HOMES, INC.
a Florida corporation

By: Joseph D. Robinson, IV
Joseph D. Robinson, IV
Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16th day of January, 2004 by Joseph D. Robinson, IV as Vice President of LAUREL HOMES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me.

 Peggy M. O'Riley
My Commission DD082897
Expires February 25, 2006

Peggy M. O'Riley
Notary Public: Peggy M. O'Riley

CONSENT AND JOINDER OF ASSOCIATION

Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the recording of the foregoing Second Amendment to Declaration of Conditions, Covenants and Restrictions of Silver Lakes.

WITNESSES

**SILVER LAKES OF PASCO
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation


Janet L. Ridgway
Janet L. Ridgway

By: Joseph D. Robinson, IV
Joseph D. Robinson, IV
President

Peggy M. O'Riley
Peggy M. O'Riley

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me this 16th day of January, 2004, by Joseph D. Robinson, IV as President of Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

 Peggy M. O'Riley
My Commission DD002687
Expires February 25, 2006

Peggy M. O'Riley
Notary Public: Peggy M. O'Riley

This instrument was prepared by
and should be returned to:

Peter Baker, Esquire
Law Office of Peter Baker, P.A.
500 E. Kennedy Blvd., Suite 300
Tampa, Florida 33602
(813) 277-0352



Rcpt: 963961 Rec: 44.00
DS: 0.00 IT: 0.00
01/27/06 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
01/27/06 12:27pm 1 of 5
OR BK **6814** PG **488**

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SILVER LAKES**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SILVER LAKES ("Amendment"), is executed as of this 24th day of January, 2006, by LAUREL HOMES, INC., a Florida corporation, whose business address is 150 Oxford Road, Suite 140, P.O. Box 300789, Fern Park, Florida 32730-0789 ("Declarant"). This Amendment amends and reaffirms that certain Declaration of Covenants, Conditions and Restrictions of Silver Lakes executed by Declarant, dated November 17, 2000, and recorded on February 12, 2001, in O.R. Book 4535, Page 1128, and as amended by instrument dated September 24, 2001, and recorded on October 3, 2001 ("First Amendment"), in O.R. Book 4737, Page 600, and as further amended by instrument dated January 16, 2004, and recorded on January 27, 2004, in O.R. Book 5704, Page 1489 ("Second Amendment"), all of the Public Records of Pasco County, Florida ("Declaration").

RECITALS

A. Declarant has developed Silver Lakes in Pasco County, Florida as a single family residential subdivision consisting of thirty seven (37) lots ("Subdivision"). The plat of the thirty seven (37) lots was filed on or about February 7, 2001, and the plat is found in Plat Book 40, Pages 96 to 100 inclusive, of the Public Records of Pasco County, Florida ("Plat"); and

B. Pursuant to Article 11, Section 5, of the Declaration, the Declarant may amend the Declaration during the first five (5) years following recordation without the consent of then existing Owners (or their mortgagees), as long as written notice is provided to each voting Class A Member of the proposed change and such amendment will not materially impair the use of any Lot owned by a Class A Member nor increase the monetary obligation of any Lot or Class A Member. This Amendment is within this five (5) year period. There are thirty-six (36) Class A Members, each of whom has been notified in writing about this Amendment, which Amendment will not materially impair the use of any lot owned by such Owners and Class A Members. Even though joinder by the Silver Lakes of Pasco Homeowners' Association, Inc. ("Association") may not be required by the Declaration for this Amendment, Declarant has requested the Association join in for the purposes described below.

C. As provided in Article 11, Sections 5 and 6 of the Declaration, the Declarant may amend the Declaration without the consent and joinder of the Southwest Florida Water Management District ("SWFWMD") if any amendment does not adversely affect the drainage provisions under the Declaration or the Surface Water Management System. The proposed changes to the Declaration contained in this Amendment will not adversely affect the drainage provisions in the Declaration nor the Surface Water Management System for the Development. Similarly, the joinder and approval of the FHA, HUD, FNMA and/or the VA in this Amendment is not required because there is no longer a Class B Member.

D. Declarant desires to record this Amendment to make the changes described below. There is adequate consideration for and substantial benefits obtained by the execution, delivery and performance of this Amendment by Declarant.

Terms of Amendment

IN CONSIDERATION of the foregoing and of the mutual benefits to be derived by Declarant, the Association and the Development by the execution, delivery and performance of this Amendment, Declarant hereby covenants and agrees as follows:

1. Recitals and Acknowledgment: Ratification of Declaration. The foregoing Recitals are an integral part of this Amendment and not mere recitals, are true and correct, and are incorporated herein by this reference. The terms and provisions of the Declaration (including defined terms), except as specifically amended herein, are hereby ratified and confirmed, and are incorporated herein by this reference. Appearances of the word "Declaration" in modified and unmodified text shall nonetheless mean the Declaration, as ratified and amended by this Amendment.

2. Specific Amendments. The following terms of the Declaration are amended, modified and restated to read as follows:

(a) Article I is amended by adding to the end of the definition of "**Common Area**" in Section 6 the following new text:

"Lot 5 of the Development, together with the dock and boat ramp constructed on Lot 5 in accordance with the SWFWMD Dock/Ramp Permit, effective upon the recording of the deed of transfer of Lot 5 from Declarant to the Association. Notwithstanding anything to the contrary in the Declaration and particularly in Article IV, Section 18 (Vehicles; Parking) and Section 34(c) (General Restrictions - Activities), the Association may allow temporary parking of motor vehicles (and boat trailers) on Lot 5, and may allow activities such as fishing, boating and picnicking, on and from Lot 5 by Owners and their families, guests, and invitees, pursuant to rules and regulations adopted by the Association's Board."

(b) Article I is amended by deleting Section 14 and replacing it with the following new text:

" **Section 14. "Water Management District Permits"** means and refer to permits issued by the Southwest Florida Water Management District (the "SWFWMD"), and specifically the SWFWMD Surface Water Management Permit No.404915.04, dated July 29, 1993, as modified/extended on July 22, 1996, and as subsequently modified/extended (the "SWFWMD Construction Permit"), the SWFWMD Environmental Resource Standard General Permit No.44915.06, dated October 14, 1997, for the surface Water Management System, as subsequently modified/extended (the "SWFWMD ERP Permit"), and the SWFWMD Environmental Resource Standard General Permit No.44004915.007, dated August 25, 2005, for the dock and boat ramp on Lot 5, and as subsequently modified/extended (the "SWFWMD Dock/Ramp Permit"), all of which are applicable to the Development."

(c) Article I is amended by adding to the definition of “**Work**” in Section 14 the following new text at the end:

“The dock and boat ramp constructed on Lot 5 by Declarant shall also be considered part of the Work.”

(d) Article II is amended by deleting Section 15 added by the First Amendment and replacing it with the following new text:

“ **Section 15. SWFWMD Conservation Easement.** The portions of the Common Area Easement/Areas listed as Tracts “H” through “L” on the Plat that corresponded generally to conservation easement areas designated as and subject to a conservation easement from Declarant to the SWFWMD dated July 24, 1998 (except Tract “L”, which was not included), and recorded on December 4, 1998, in Official Records Book 4053, Page 972, of the Public Records of Pasco County, Florida (“Old SWFWMD Conservation Easement”), have been released from said Old SWFWMD Conservation Easement by SWFWMD by document entitled Amended Conservation Easement Area and Quit Claim, dated as of April 28, 2005, and recorded in Official Records Book 6351, Page 1722, Public Records of Pasco County, Florida (“New SWFWMD Conservation Easement”). The area now subject to the New SWFWMD Conservation Easement is located only in a portion of Lot 31 (as shown on the Plat) and is legally described and depicted in Exhibit “A” of the New SWFWMD Conservation Easement. If the Owner of Lot 31 fails to comply with the terms of the New SWFWMD Conservation Easement, such violation shall be considered a violation of the Declaration also and the Association, Declarant or another Lot Owner may seek compliance and other remedies as provided in the Declaration or as allowed by law. All references in other portions of the Declaration, as amended, to the “SWFWMD Conservation Easement” shall be deemed to refer now only to the New SWFWMD Conservation Easement.

All areas shown on the Plat as “conservation easement” including the Common Area Tracts “H” through “L” (whether or not originally subject to and encumbered by the Old SWFWMD Conservation Easement), the new area subject to the New SWFWMD Conservation Easement, and areas on Lots that are not part of the Common Area, were all intended by Declarant, and still are intended by Declarant, to be subject to the applicable SWFWMD rules and regulations and to the provisions of the Declaration applicable to “Conservation Easements,” including particularly Article II, Section 12, of the Declaration. “

(e) Article VII, Section 3, is amended by replacing the old address of the ACC with following new address:

“P.O. Box 1632, Land O’ Lakes, Florida 34639. This address shall also be the new mailing address for the Association.”

(f) Article XI is amended by adding a new Section 10 that shall read as follows:

“**Section 10. Intentionally Omitted and Reserved for Future Use.** “

(g) Article XII, Section 2, is amended by adding after the clause "SWFWMD ERP Permit" in the fourth line of such Section, the following new text:

"...and the SWFWMD Dock/Ramp Permit."

(h) Article XII, Section 6, is amended by deleting the text added in the First Amendment from the end of such Section, and replacing it with the following new text:

"In addition to the foregoing, a portion of the Non-Common Area Easement/Area of Lot 31, as shown on the Plat, is now subject to and encumbered by the New SWFWMD Conservation Easement, and the Association and the Owner of said Lot shall be required to comply with the terms of said easement."

3. Joinder by Association. By its joinder in this Amendment, the Association consents to the changes to the Declaration and agrees to comply with and enforce such new provisions, together with existing provisions of the Declaration. In addition, the Association, by its joinder, accepts transfer of the Water Management District Permits for the Property as provided in Article XII, Section 1, of the Declaration.

4. Corporate Authority. Declarant and the Association each represents, warrants and agrees that the execution and delivery of this Amendment has been duly authorized and that the officer or director executing this Amendment on behalf of each has all appropriate authority to execute same and bind the respective corporation.

IN WITNESS WHEREOF, the Declarant has executed this instrument, effective the day and year first above written and the Association has joined in for the purposes so stated.

WITNESSES:

LAUREL HOMES, INC.,
a Florida corporation

Janet L. Ridgway
Print Name: Janet L. Ridgway

Peter Baker
Print Name: Peter Baker

By: Joseph D. Robinson
Print Name: JOSEPH D. ROBINSON
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24th day of January, 2006, by as Vice President of LAUREL HOMES, INC., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced identification. as

[AFFIX SEAL]



Peter Baker
MY COMMISSION # DD248061 EXPIRES
September 27, 2007
BOND: TROY FAIN INSURANCE, INC.

Peter Baker
Print Name: Peter Baker
Notary Public
Commission No: _____
Commission Expires: _____

CONSENT AND JOINDER OF ASSOCIATION

Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the recording of the foregoing Third Amendment to Declaration of Conditions, Covenants and Restrictions of Silver Lakes and accepts the transfer of the Water Management District Permits for the Property.

WITNESSES

[Signature]
Print Name: J. RUSSELL

[Signature]
Print Name: Janet L. Ridgway

SILVER LAKES OF PASCO HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: [Signature]
Print Name: George Friel
Title: Pres
Address: 21604 Silver Bay Place
Land of Lakes Fl 34639

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 24th day of January, 2006, by George Friel, as President of Silver Lakes of Pasco Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[AFFIX SEAL]



Peter Baker
MY COMMISSION # DD248061 EXPIRES
September 27, 2007
BONDED THRU TROY FAIR INSURANCE, INC

[Signature]
Print Name: Peter Baker
Notary Public
Commission No: _____
Commission Expires: _____