

SADDLERIDGE ESTATES
DECLARATION OF COVENANTS

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**DECLARATION of COVENANTS, CONDITIONS,
RESTRICTIONS and EASEMENTS for
SADDLERIDGE ESTATES**

THIS DECLARATION, is made this 16th day of June, 1999 by WESLEY CHAPEL INVESTMENTS, INC., a Florida Corporation, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property (the "**PROPERTY**") located in the County of Pasco, State of Florida, which property is more particularly and legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold, mortgaged, occupied and conveyed subject to the following easements, charges, liens, restrictions, covenants, and conditions, (collectively the "**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 and inure to the benefit of all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns.

ARTICLE 1: DEFINITIONS

Unless the context expressly requires otherwise, the following terms will have the following meanings wherever used in this Declaration:

SECTION 1.1. "**ARTICLES**" means the **ARTICLES OF INCORPORATION** of the Association, as amended from time to time.

SECTION 1.2. "**ASSOCIATION**" means the **SADDLERIDGE ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation **NOT-FOR-PROFIT**, organized under *Chapter 617, Florida Statutes*, and its successors and assigns.

SECTION 1.3. "**BOARD**" or "**BOARD OF DIRECTORS**" means the board of directors of the Association.

SECTION 1.4. "**BUILDER**" means any homebuilder approved by Declarant as an authorized homebuilder for the Subdivision.

SECTION 1.5. "**BY-LAWS**" means the By-Laws of the Association, as amended from time to time.

SECTION 1.6. "**ARC**" means the Architectural Review Committee established pursuant to **Article 4** of this Declaration.

SECTION 1.7. "**COMMON AREAS**" means the areas of the Property which are now or hereafter located outside of individual Lots and which are now or hereafter owned or leased by the Association, or areas upon which the Association now or hereafter has rights or obligations under this Declaration, together with all real and personal property owned or leased by the Association from time to time for the common use, benefit, and enjoyment of all or several of the Owners, or otherwise intended for the common use, benefit, or enjoyment of all or several of the Owners.

The initial Common Areas shall include:

- Any private roadways shown as "Tract "A" on the Plat including pavement areas, underdrains and spillways;
- Entrance features within Tract "A" as shown on the Plat, including entry walls, perimeter walls, if any, along with any entrance signage, irrigation systems, decorative lighting, and landscaping associated with the entranceway improvements;
- Tract "B" as shown on the Plat;
- Tract "C" as shown on the Plat (retention area T-1A);
- Tract "D" as shown on the Plat (the recreation parcel)
- Pond #3E and #3W, along with associated control structures and water quality of the retention ponds, along with the grassed surface of the ponds from top of bank down to the water's edge;
- Tract "E" as shown on the Plat (Retention Area T-3A);
- Tract "F" as shown on the Plat (a floodplain compensation storage area), including the grassed surface area thereof;
- The mitigation area shown on the Plat, (located at the rear of lots #36, 37, 38, & 39) which is a part of the Surface Water Management System.

The continued maintenance of all common areas is the responsibility of the Association. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all improvements situated upon such areas.

In no event shall the benefit of any such common property extend to the general public or grant any right of access or entry to the general public.

SECTION 1.8. "DECLARANT" and "DEVELOPER" means **WESLEY CHAPEL INVESTMENTS, INC.**, or its successors and such assigns as may be expressly assigned rights hereunder by recorded instrument. However, reference to Wesley Chapel Investments, Inc., as the Developer shall not impose any obligation or liability upon Wesley Chapel Investments, Inc., for the acts or omissions of third parties or their successors or assigns who purchase lots from Wesley Chapel Investments, Inc.

SECTION 1.9. "DECLARATION" means this Declaration as amended from time to time.

SECTION 1.10. "EASEMENT AREAS" means those areas designated as easement areas on the Plat together with any additional easement rights which may be granted to the Association for the benefit of all or several of the Owners from time to time or be otherwise appurtenant to Lot ownership from time to time.

SECTION 1.11. "LOT" or "LOTS" means each numbered, platted lot(s) as established by the Plat. Tracts such as "A", "B", "C", "D", "E" and "F" as shown in the Plat are not Lots.

SECTION 1.12. "MORTGAGE" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid Mortgage having priority over all other Mortgages on the same property.

SECTION 1.13. "OWNER" means any person who from time to time holds record fee simple title to any Lot. If more than one person holds such title, all such persons are Owners, jointly and severally.

SECTION 1.14. "PARCEL" or "PARCELS" means each area designated as a "Parcel" or "Tract" on the Plat.

SECTION 1.15. "PERSON" means any natural person or artificial entity having legal capacity.

SECTION 1.16. "PLAT" means the Plat of the Subdivision recorded in the Public Records of Pasco County, Florida, as amended from time to time.

SECTION 1.17. "PROPERTY" means the Property as defined in the first recital paragraph to this Declaration.

SECTION 1.18. "SUBDIVISION" means the subdivision known as **SADDLERIDGE ESTATES** as shown on the Plat, and as shown on the construction plans prepared by C & D Engineering under Project #27002.

SECTION 1.19. "UNIT" or "DWELLING" means a single-family residence constructed on a lot.

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

SECTION 2.1. PROPERTY. The Property shall be held, transferred, sold, mortgaged, conveyed, and occupied subject to this Declaration. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any Deeds or Conveyances of Lots subsequently executed, and shall be binding upon, and enforceable against, all parties and all Persons claiming under such deeds and conveyances for a period of twenty-five (25) years from the date of recording, after which time, such covenants and restrictions shall automatically extend for successive periods of twenty-five (25) years, unless terminated pursuant to **Section 8.4** hereinafter. The Association's responsibility to maintain the Common Areas shall be perpetual, and may not be terminated.

SECTION 2.2. ADDITIONS TO COMMON AREAS. The Declarant shall have the right to lease or to convey title to any property owned from time to time by it, or any easement or interest therein, to the Association as a part of the Common Area, and any such lease or conveyance shall be effective upon recording the Deed or Instrument of Conveyance or Memorandum of Lease or Assignment thereof, as applicable, in the Public Records of Pasco County, Florida. Any other Person may also lease or convey title to any property owned by such Person, or any interest therein, to the Association as a portion of the Common Areas; providing that the Association, through the Board, shall have expressly accepted such conveyance by executing the Deed or Lease or other in the Public Records of Pasco County, Florida.

SECTION 2.3. RIGHT TO ALTER AND IMPROVE COMMON AREAS. The Declarant reserves the absolute right at any time while it has control of the Association to make deletions, alterations, or additions to the Common Areas and to purchase or lease on behalf of the Association any additional real or personal property, as may be desired from time to time by the Declarant, in its sole discretion. Any material changes to the Common Areas may require the prior approval of Pasco County.

ARTICLE 3: GENERAL PROPERTY RIGHTS AND REGULATIONS

SECTION 3.1. RIGHTS AND EASEMENTS ARE APPURTENANCES. Except as otherwise expressly provided herein, rights and easements granted herein constitute rights and easements which are appurtenant to fee simple ownership of the Lots from time to time; provided that the Association, acting as agent for the Owners under an irrevocable agency coupled with an interest, who are in turn the beneficiaries of all the covenants and restrictions herein contained and as assignee of Declarant, is vested with the right on its behalf and on behalf of all Owners and parties interested in the Property to enforce all the covenants and restrictions herein contained.

SECTION 3.2. EASEMENTS AND RELATED RESTRICTIONS.

3.2.1. Certain Easement Areas have been designated as "**Utility Easements**" for the non-exclusive use by providers of electricity, telephone, water, cable television, gas, and other utility services

to the Lots for the construction, installation and maintenance of their respective utility facilities serving the Property. Such easements do not authorize or grant any access or entry to or by the general public.

Easements for utility services in favor of the utility providing said service may be by service agreement or by an easement document separate from the Plat.

3.2.2. The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "**Drainage Easement**" (and associated control structures) areas. Such reservation and grant is for the purpose of constructing, reconstructing, and the Association maintaining and operating the storm water drainage and water quality treatment facilities servicing the Property as required to comply with applicable law or as determined by the Association to be necessary or advisable. The provisions of this **Section 3.2.2** are subject to **Section 6.3** of this Declaration.

3.2.3. All Easement Areas shown are non-exclusive easement grants. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through such areas, provided that such additional easement grants do not materially interfere with the activities for which such areas were established.

3.2.4. The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat, if any, as "**Conservation Areas**". Such reservation and grant is for the limited purpose of preserving the existing vegetation and natural state of the Conservation Areas. **Conservation Areas shown on the Plat may not be altered by owners without the approval of Pasco County and/or the Southwest Florida Water Management District ("SWFWMD") or by the appropriate state and/or local authority.** The construction or placing of docks, boardwalks, or utility lines within Conservation Areas is permitted subject to the issuance of all required local and/or state permits.

The following acts and activities are expressly prohibited within the Conservation Areas, unless otherwise approved by the appropriate regulatory agency:

- Construction or placing buildings or roads on or above the ground;
- The dumping or placement of material such as trash or waste, which is inconsistent with the intent of the Conservation Area;
- Removal or destruction of native trees and shrubs, or excavation or other removal of material without appropriate local or state permits (removal of nuisance plant species is permitted);
- Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, and fish and wildlife habitat preservation, unless otherwise approved by the appropriate regulatory agency;
- The planting of exotic (nuisance) vegetation, trees, or shrubs, unless in accordance with state or local permits.
- The filling with dirt, topsoil, sand, gravel, or other similar materials;
- Storage of equipment, supplies, materials, machinery, or portable buildings or sheds;
- Application of herbicides, pesticides, fertilizers, or chemical agents which would be injurious to the native vegetation.

The Association shall also be responsible for monitoring the SWFWMD Permit, as described in **Section 6.3** of this Declaration.

3.2.5. The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property, if any, designated on the Plat as "**Wall Easement**" areas. Such reservation and grant is for the purpose of constructing, reconstructing, maintaining and operating such wall, fence, landscaping, or other structures and facilities as the Declarant or Association, each in its sole discretion, deems appropriate to provide sound and visual buffering and screening of the Property from contiguous areas and streets. In

the absence of the prior written consent of the Declarant or the Association, no placing or removing of improvements, trees, fill or any other thing shall be permitted in any portion of the Wall Easement area.

3.2.6. No structure, planting or other material shall be placed or permitted to remain within the Utility and Drainage Easements which are shown on the Plat or otherwise granted by recorded grant of easement instrument which may damage or interfere with the installation, reconstruction or maintenance of utilities and drainage structures, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority for whose use said easement is granted. The Association may, but shall not be required to, cut drainage ways within the Drainage Easement area for surface water drainage wherever and whenever such action may appear to the Association to be appropriate for reasons of health, safety or appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any action necessary in the judgment of the Declarant or the Association to install utilities and to maintain standards of health, safety and appearance but shall not include the right to disturb any improvements erected on a Lot which are not located within a specific easement area designated on the Plat or pursuant to these covenants.

3.2.7. Easements over, under, across and through each Lot are expressly reserved and granted to the Declarant and the Association, their agents, contractors, representatives and employees for the purposes of making any repairs and performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed or over which access is required. Any material damage to a Lot caused as a result of such access shall be repaired or restored by the Association.

SECTION 3.3. USE OF LAKES, PONDS AND BODIES OF WATER. The following restrictions shall apply to the use all lakes, creeks, ponds, or other bodies of water constituting portions of, or lying in whole or in part within, the Property.

3.3.1. The use by all Owners and their invitees of such portions of lakes, ponds and other bodies of water as may be situated within their respective Lot(s) shall be at such Owner's own risk, shall not create any liability on the part of the Declarant, the Association or other Owners, and shall be limited to such private recreational uses as may be permitted by law from time to time. Such use by Owners of portions of lakes, ponds, and other bodies of water within Lot(s) shall be subject to reasonable and uniform rules and regulations as may be adopted by the Association from time to time, shall not interfere with, or harm, water quality treatment plantings or facilities, or the ecological and storm drainage functions of such lakes, ponds, and bodies of water, nor shall such use by any Owner(s) interfere with the peaceful enjoyment of any portion of any other Lot(s) by its or their Owner(s).

3.3.2. No portion of the storm drainage system improvements or littoral shelf plantings, if any, within any lake, pond, or body of water may be removed or altered without the prior written consent of the Association after the procurement of all necessary governmental approvals.

3.3.3. No water may be withdrawn from any lake, pond, or body of water for individual Lot irrigation or other purpose without the prior written consent of the Association after the procurement of all necessary governmental approvals.

3.3.4. The use of all lakes, creeks, ponds, or other bodies of water shall be subject to the restrictions applicable to the Conservation Areas as shown on the Plat.

SECTION 3.4. TITLE TO COMMON PROPERTIES. The Declarant may retain the legal title to the Common Areas so long as Declarant owns Lots and until such time as it has completed any improvements to the Common Areas, and, in the sole opinion of the Declarant, the Association is able to maintain the Common Areas.

SECTION 3.5. LIMITATIONS TO EASEMENT RIGHTS. The rights and easements of enjoyment created herein for the benefit of the Owners, shall be subject to the following:

3.5.1. The right of the Association to limit the use of the Common Areas to Owners, to each member of an Owner's family residing with the Owner, to social guests of the Owner, and to tenants, and as to Easement Areas, those persons or entities entitled to use same pursuant to **Section 3.2** above. Notwithstanding the foregoing sentence, County personnel such as law enforcement officers, emergency services providers, and inspection officers shall have the right to enter upon the Common Areas when necessary.

3.5.2. The right of the Association to suspend the voting and use and enjoyment rights of an Owner for any period during which any assessment against the Owner's Lot remains unpaid, or for a period continuing to not later than the sixtieth (60th) day after termination of any infraction of the Association's published rules and regulations or of any violation of the covenants and restrictions of this Declaration.

3.5.3. The right of the Declarant or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility organized for a purpose consistent with the intent of this Declaration; provided that no such dedication or transfer shall be effective by the Association unless it shall have first been approved by the Owners entitled to at least a majority of the total votes of the Association; but provided further that his paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, gas, cable television, water, sewer and other utility and drainage facilities upon, over, under and across the Common Areas without the approval of the Owners.

3.5.4. The right of the Association to impose rules and regulations in respect to the use of the Common Areas in addition to those set forth herein.

3.5.5. The right of the Declarant or the Association to assign, by writing recorded in the Public Records of Pasco County, Florida, to Owners of specific Lots, the sole and exclusive use of specified portions of the Common Areas. Upon such assignment, the exclusive use of such portions of the Common Areas shall be appurtenant to such specific Lot(s) and no Owner shall be permitted to reassign such use to the Owner of a different Lot. No Owner shall have the right to use or enter upon or in any specific portion of the Common Areas which has been so assigned by the Association to another Owner or Owners. However, any common improvements so assigned shall be continued to be maintained by the Association.

SECTION 3.6. GENERAL RESTRICTIONS. The following restrictive covenants (in addition to the architectural requirements set forth in **Section 4.1**) are hereby imposed as covenants running with the Property and shall be binding upon all Owners.

3.6.1. RESIDENTIAL USE. All Lots and any improvements thereon shall be used solely for single-family residential purposes; provided, however, that this provision shall not preclude any Owner from renting or leasing his Dwelling under a written Lease, subject to the terms of this Declaration. Notwithstanding the foregoing and subject to the restrictions set forth in this Declaration and Declarant's prior written approval, Declarant or any Builder may use any Lot or Lots owned by them for model home sites and display, sales or leasing offices in connection with the sale of Lots or the construction of Dwellings.

3.6.2. NUISANCE PROHIBITED. No activity deemed by the Declarant or the Association to constitute a noxious, offensive or hazardous activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which in the opinion of the Declarant or the Association constitutes an annoyance, nuisance or safety hazard to individual Owners or to the Subdivision in general. Neither any Owner nor the Association (if it has knowledge) shall permit or suffer anything to be done or kept in any Dwelling, on any Lot, or within the Common Areas, which will increase the rate of insurance as to any

other Owner or the Association, cause cancellation of any insurance on any Dwelling or Common Area, or which would be a violation of any law, rule, regulation, or other governmental restriction or requirement.

3.6.3. DEBRIS PROHIBITED. No area within the Property shall be used or maintained as a dumping ground for rubbish. No accumulation of debris, rubble, piles of dirt, or fill or other unsightly material shall be allowed to accumulate or be deposited in any area of the Property. Trash, garbage or other waste shall not be kept except in closed sanitary containers or as otherwise required by the Association or the applicable ordinances of the Pasco County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All refuse and trash containers, outside clothes lines, oil or bottled gas tanks, water softening equipment, air conditioners, swimming pool and spa filters and pumps, and other similar items must be installed and maintained underground or screened from view of neighboring Lots to the satisfaction of Declarant and the Association by a hedge, wall or fence. No outdoor burning (except in connection with grills for cooking purposes) will be allowed.

3.6.4. POTABLE WATER. During any period when water services are in operation and servicing Dwellings in accordance with the standard requirements of applicable governmental entities, no individual wells for potable water will be permitted on any Lot unless otherwise approved by the ARC.

3.6.5. FENCES; SIGHT DISTANCE. No fence, wall, hedge, tree or shrubbery planting which obstructs sight lines at elevations between two and six feet above the adjoining roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line restriction shall apply to any Lot within 15 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction at such sight lines.

No fences or walls shall be constructed along rear or side Lot lines of any Lot unless the design of such fence or wall is approved in advance by the ARC and in the judgment of the ARC is architecturally compatible with the design of the improvements located on the Lot and surrounding Lots and within the Subdivision generally. The ARC's approval of any fence or wall may be conditioned upon, without limitation, the installation and continued maintenance of hedges on the outside of such fence or wall, and continuing maintenance provisions as to the fence or wall. In addition, any such fences or walls shall be constructed to connect to and with any existing fences or walls on any neighboring Lot and all such fences or walls shall be maintained by the Owner of the Lot on which the fence or wall is located in good repair, clean, and otherwise in first-class condition.. Nothing stated in this **Section 3.6.5.** shall be interpreted to mean that the ARC is required or obligated to approve a fence or wall for construction or installation on any Lot, or that because one type of fence or wall has been approved on a specific Lot, that it will be approved for installation on any other Lot. Should fences or walls not be maintained as stated herein, or as required by ARC approval, the Association may require the Owner of the fence or wall to remove it upon 30 days written notice to do so.

No fence or wall shall be constructed or maintained on any Lot within any front setback or closer to the street than the front wall of the Dwelling which is closest to the street, unless otherwise approved by the ARC. For purposes of this setback restriction only, Lots abutting more than one street shall be deemed to have only one back wall as designated by the ARC, however, fences on the side street must be setback a distance of no less than 15 feet from the Lot line or such greater distance as may be required by governmental regulations.

3.6.6. SOLAR COLLECTORS. No roof mounted solar collectors of any kind shall be permitted on any Dwelling unless they are approved by the ARC.

3.6.7. ANTENNA RESTRICTIONS. No exterior radio, C.B., or television antenna, earth receiving station, satellite dish, or other antenna of any type shall be permitted on any Lot, unless same are approved by the A.R.C., and are in accordance with Pasco County regulations.

3.6.8. APPEARANCE OF LOTS. Once a Lot has been sold by the Declarant, the same shall be maintained in good appearance and free from overgrown weeds and rubbish. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being confined in containers or trash enclosures. All Lots, whether improved or vacant, shall be kept mowed, free of weeds and other noxious growth, and in accordance with any Pasco County regulations as well as any rules and regulations adopted by the Association. Owner of Lots who are in violation of this provision shall be required to pay to the Association any and all charges for mowing or clearing of such Lots. The costs incurred by the Association for mowing or clearing of Lots and for the removal of such debris together with interest, costs of suit and reasonable attorney's fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the Owner of the Lot at the time such costs were incurred.

3.6.9. APPEARANCE OF WINDOW AREAS. No window or wall air conditioning units shall be permitted to be placed in a Dwelling except with the prior consent of the ARC. No Dwelling shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the ARC for energy conservation purposes.

3.6.10. COMMON AREAS. Nothing shall be altered in, constructed on or removed from the Common Areas except with the prior written consent of the Association or the Declarant.

3.6.11. UTILITY WIRES. All utility lines and lead-in wires, including but not limited to, cable television lines, electrical lines and telephone lines, located within the confines of any Lot or within any Easement Areas, shall be located underground, unless otherwise approved by the ARC; provided nothing herein contained shall prevent an above-ground temporary power line to a Dwelling during the period of construction.

3.6.12. CHANGES TO LOTS. No changes in the elevation of the land shall be made on any Lot, without the consent of the ARC. No Lot shall be increased in size by filling in water. No Lot or group of Lots shall be re-subdivided, except an Owner of more than one adjoining Lot may sell part of one Lot to the Owner of an adjoining Lot, but by doing so, the fractions of the re-subdivided Lot will then become part of the adjoining Lot and must be conveyed thereafter with the adjoining Lot as one Lot; provided that this provision shall not be construed in derogation of **Section 4.1.6** or **5.3** hereafter. In the event any Lot is re-subdivided in the manner allowed herein, the Owners shall provide such easements as are in the discretion of the ARC necessary or appropriate. With the permission of the ARC, two or more Lots or partial Lots may be joined together to serve as one building site. All lot reconfiguration shall be subject to Pasco County approval and lot line adjustment procedures.

3.6.13. EXTERIOR IMPROVEMENTS. No exterior statuary, fountains, flagpoles or similar ornamentation, or play structures, including but not limited to basketball backboards or hoops, shall be erected or maintained on any Lot or Common Area unless first approved by the ARC. Permanent and/or portable Basketball Standards are allowed in this community. However, Basketball backboards or hoops shall be prohibited to be permanently installed over garage doors. Subject to a review of the site plan, the ARC shall look favorably upon both permanent and mobile basketball standards which are located on the driveway areas. Clotheslines shall be concealed from public view.

3.6.14. RECONSTRUCTION. Any dwelling or other structure on any Lot which is destroyed in whole or in part must be completely removed or have reconstruction undertaken within six (6) months. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days after such destruction.

3.6.15. MOTOR VEHICLES. No trailers or commercial vehicles, including school buses, other than those present on business may be parked in the Subdivision for a period of more than four (4) hours, unless parked inside garages or otherwise concealed from public view. Boats and/or boat trailers shall be parked inside garages or otherwise concealed from public view.

No individuals shall live in any recreational vehicle (RV) located upon any lot, except that guests of homeowners shall be permitted to stay in RV's owned by the guest for a period of up to two (2) weeks. Such RV's shall not be allowed to be parked on the streets of the subdivision.

3.6.16. ANIMALS. No animals, livestock or poultry of any kind shall be kept, raised or bred on the lot except that dogs, cats and other common household domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no persons owning, or in custody, possession, charge or control of any dogs shall cause, permit, or allow the dog to stray, run or in any manner be at large in or upon the streets and right-of-ways in the development, or in or upon the private property of others; and provided further that no more than a total of four (4) common domesticated household pets may be kept on any lot. In addition, a Homeowner may keep one horse per each 25,000 square feet of land constituting the entirety of the Homeowner's lot; provided however that no Homeowner shall be permitted to have more than a total of four (4) horses. All horses must be properly stabled and Homeowner must continue to maintain his Lot so as not to allow excessive dust or barren conditions to exist resulting from the horse(s). No horses shall be allowed on a lot until an approved stable has been constructed.

SECTION 3.7. PROVISIONS INOPERATIVE AS TO INITIAL CONSTRUCTION. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent the Declarant, any Builder, or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or such Builder, whatever Declarant in its sole judgment determines to be necessary or convenient to complete development of the Subdivision and construction of homes on all of the Lots therein, including without limitation:

3.7.1. Erecting, construction, and maintaining such structures and other improvements as Declarant may deem to be necessary or convenient for the completion of development of the Subdivision and construction of homes on all of the Lots therein, establishment of the Property as a residential community, and disposing of the same in parcels or lots by sale, lease, or otherwise.

3.7.2. Subject to such rules and regulations as Declarant may impose from time to time, conducting thereon the business of completing the development of the Subdivision, constructing homes on all of the Lots therein, establishment of the Property as a residential community, and disposition of the same in parcels or lots, by sale lease, or otherwise, including the construction and maintenance of construction offices in permanent or temporary structures, model homes and model centers, and inventory homes; and

3.7.3. Maintaining such signs, billboards, flags, and placards as Declarant may determine to be necessary or convenient in connection with the sale, lease, or other transfer of the Lots.

SECTION 3.8. ACCESS BY ASSOCIATION. The officers, directors, employees, or designated agents or representatives of the Association shall have the right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration, or to investigate compliance with or enforce the provisions of this Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner and at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Notwithstanding the foregoing, entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent, however, will not be unreasonably withheld or delayed.

SECTION 3.9. MAINTENANCE. Except as specifically provided herein to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of all improvements, lawns and landscaping on their Lot(s) in a first-class condition. **In addition, each owner shall be responsible for maintaining that grassed portion of Tract "A" which lies between the edge of pavement and owner's Lot. Each owner shall install and maintain the culvert pipe underneath said owner's driveway.** Further, notwithstanding any language herein or on the Plat, the surface of the Easement Areas within each Lot shall be maintained by the Owner of the Lot (subject to the rights of the Association hereunder), and the drainage, underground and other utility facilities within the Easement Areas shall be maintained by the Association or the public authority or utility company responsible for such facilities. Failure to so maintain shall be deemed to impair the value of the neighboring Lots and to be hazardous to the health, welfare and integrity of the neighborhood and to the Property. Any area or improvement located within a Lot and not specifically required by this Declaration to be maintained, repaired or replaced by the Association shall be maintained, repaired or replaced by the Owner of the applicable Lot. In the event an Owner of any Lot shall fail to maintain or repair said Lot, the improvements thereto, or the landscaping thereon within ten (10) days of written notice of same, the Association, after approval of a majority of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot, any improvements thereto or landscaping thereon. The cost incurred by the Association for any such repair, maintenance and restoration shall be due from the Owner within five (5) days of demand therefor by the Association.

As partial consideration for Pasco County's obligation to maintain the water lines within the Community, Pasco County has required that the Association must provide for all restoration and repairs to the private streets made necessary as a result of the County's maintenance of said utility lines. Pasco County will not be responsible for the repair of any private street or common areas as a result of its utility maintenance obligations.

SECTION 3.10. RULES AND REGULATIONS GOVERNING USE OF COMMON PROPERTIES. The Board may from time to time without vote or consent of the owners adopt or amend rules and regulations governing the operation, use, enjoyment, maintenance, management and control of the Common Areas and the facilities incident thereto and the conduct of the Owners and their guests thereon; provided that copies of such rules and regulations shall be furnished to each Owner prior to the time such rules and regulations become effective.

ARTICLE 4: ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

SECTION 4.1. ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS. The Association has adopted restrictions which shall apply to each and every Lot now or hereafter located within the Property. Owners may contact the Association to obtain a copy of the Architectural Restrictions.

SECTION 4.2. MINIMUM MATERIAL SPECIFICATIONS. The Association has adopted minimum material specifications which shall apply to all Dwellings; provided that the Declarant, the Board and the ARC shall be empowered to impose additional requirements. Owners may contact the Association to obtain a copy of the Minimum Material Specifications:

SECTION 4.3. APPROVAL OF PLANS & ARCHITECTURAL REVIEW COMMITTEE.

4.3.1. For the purpose of further insuring the development of the Property as a residential area of the highest quality and standards, and in order that all improvements on each Lot (including landscaping) shall present an attractive and pleasing appearance from all side of view, the ARC, consisting of not less than three (3) nor more than five (5) members appointed by the Board, shall have the exclusive power and discretion to control and approve all of the improvements on each Lot in the manner and to the extent set forth herein.

The Declarant (by and through its appointed agent) shall be empowered to enforce the covenants and restrictions set forth in this Article and otherwise act as the ARC prior to the formation of the ARC, which upon appointment, shall assume and be responsible for such enforcement. The Declarant's right to act as the ARC pursuant to the foregoing sentence shall terminate upon the termination of the Class B membership in the Association, or upon the approval of home builder's architectural plans for all of the lots, whichever occurs later. References in this Article to the ARC shall mean the Declarant, until the ARC is appointed.

No Dwelling, building, fence, wall, mail box, utility yard, driveway, walkway, deck, sign (including For Sale and For Rent signs), recreation equipment, patio, swimming pool, spa, landscaping or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until a request therefor has been submitted to and approved in writing by the ARC.

CONTENTS OF APPLICATION. The ARC is authorized, but shall not be obligated to require that the applicant for such approval include together with the request therefor such plans, specifications, drawings, information and materials as the ARC may request in order to make an informed decision, which may include in the case of a request for approval of the construction of a Dwelling the following:

(a) Two (2) copies of a site plan showing the location of all improvements, structures, pools, enclosures, fences, walls, driveways, sidewalks, and mechanical equipment for air conditioning, pools and the like. The site plan may also include the overall dimensions of the Lot and the overall dimensions of all improvements and the distances from the Lot lines. The site plan may set forth the information pertaining to grading and drainage, including, but not limited to, finished floor elevation(s) of the Dwelling and elevations of the pool deck, patio(s) and other exterior slabs, the elevation of all Lot corners and the directions of surface water runoff. One copy of such site plan shall be retained by the ARC as a permanent record.

(b) Two (2) copies of complete, final building plans setting forth the foundation and floor plans, front, rear and side elevations and such cross sections as may be required for evaluation of the plans by the ARC. Such plans shall show all appropriate dimensions, roof pitches and sizes and types of exposed materials. One copy of such final building plans shall be retained by the ARC as a permanent record.

(c) The ARC is authorized, but shall not be obligated to require two (2) copies of outline (summary) specifications detailing the size, kind, type and quality of materials to be utilized in the construction of the Dwelling to be erected on the Lot. Color specifications may include accurate representations or samples of all exterior materials including, but not limited to, roofing, paints, stains, masonry and tile. One copy of such specifications and samples shall be retained by the ARC as a permanent record.

(d) The ARC is authorized, but shall not be obligated to require two (2) copies of complete landscaping plans detailing the kind, quality, location and dimensions of all plants, trees, and shrubs, ground cover, decorative structures and planters, and landscape materials. The ARC may require that landscaping plans submitted for the initial construction of a Dwelling may also include a detailed breakdown of the quantities of individual plant materials to be utilized and their unit prices in order for the ARC to evaluate the value of the landscaping as required by **Section 4.2.8.** of this Declaration. One copy of such landscaping plan and budget shall be retained by the ARC as a permanent record.

4.3.2. REVIEW FACTORS. In passing upon plans and specifications, the ARC may take into consideration such factors as it deems appropriate, including, without limitation, the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood, and the effect and appearance of such construction as viewed from neighboring Lots and Common Areas.

4.3.3. SUBMISSION TIMING. The ARC shall have fifteen (15) business days from submittal of a full and complete package within which to approve or reject said plans and specifications. In the event the ARC fails within said fifteen (15) business days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with. The ARC shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons relating to future development plans of the Declarant for the Property. In the event the ARC rejects such plans and specifications as submitted, the ARC shall so inform the owner in writing (by U.S. Mail addressed to the applicant's address indicated on the submittal) stating with reasonable detail the reasons(s) for disapproval and the ARC's recommendations to remedy same if in the sole opinion of the ARC a satisfactory remedy is possible. In the event that the applicant makes the changes requested by the ARC within ninety (90) days after approval is denied and resubmits its application in conformity with the requirements of this Declaration, the plans and specifications shall be approved by the ARC within fifteen (15) business days after re-submission.

4.3.4. TIMING. Upon the ARC's written approval, construction shall be started and pursued to completion diligently, continuously and promptly and in substantial conformity with the approval plans and specifications. Except as provided in **Section 4.1.7.** for construction of a Dwelling, in no event shall the construction period extend more than one (1) year and best efforts made so that any exterior construction may be completed within six (6) months. A copy of the ARC's approval of construction shall be posted on the Lot during construction. The ARC shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Owner's expense.

4.3.5. REVIEW FEES. The ARC shall have the right (but shall not be required) to charge a fee (not to exceed \$100.00) for reviewing each application for approval of plans and specifications and an additional fee (not to exceed \$50.00) for reviewing the landscaping plans.

4.3.6. PUBLISHED STANDARDS. The ARC may from time to time publish certain restrictions, specifications, materials, and standards to be followed. The provisions of such published information promulgated by the ARC from time to time shall be deemed to be a part of this Declaration and are incorporated herein by this reference.

4.3.7. RESTITUTION. Any damages to roads, ditches, natural areas, ponds, lakes or other water bodies, or other improvements on or serving the Property as a whole caused by any Owner, Owner's contractor or subcontractor shall be repaired (in conformity with such requirements as the Board may impose) by the Owner of the Lot upon which or for whose benefit the construction activity is taking place. Should any Owner, after ten (10) days notice, fail or refuse to make said repairs, the Association may make said repairs and the cost therefor shall be payable by the Owner to the Association within five (5) days after demand therefor.

4.3.8. EXCULPATION. The Declarant (Developer) 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 of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and/or specifications and/or site plan, or for any error in structure, design, or non-conformance with applicable building codes and/or local laws or regulations in the plans and/or specifications and/or site plan, nor 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 5: MEMBERSHIP AND VOTING RIGHTS

SECTION 5.1 MEMBERSHIP. Every Owner of a Lot that is subject to assessments under **Article 7** of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance to it or as otherwise provided in **Section 5.2** below. If title to a Lot is held by more than one person each such person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned (subject to **Section 5.3** below). Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Lot, provided, however the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's contract purchaser in possession, while such purchaser is in possession.

SECTION 5.2. VOTING. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except Declarant. The Class B member shall be the Declarant or the Person appointed by the Declarant to act on its behalf. Upon termination of Class B membership, as provided below, Class A members are all Owners, including Declarant so long as Declarant is an Owner. **All members, Class A or Class B, are entitled to cast one vote for each Lot owned; but as provided in the Association's Articles, the Class B member is entitled to elect the Board of Directors until termination of Class B membership.**

SECTION 5.3. CO-OWNERSHIP. If more than one person owns an interest in any Lot, or if more than one person owns separate portions of a Lot (as permitted by Section 4.1.6. hereinabove), all such persons are members; but there may be only one vote in the aggregate cast with respect to each such entire Lot. Such vote may be exercised as the Co-Owners determine among themselves; but no split vote is permitted among Co-Owners. Prior to any meeting at which a vote is to be taken, each Co-Owner must file the name of the voting Co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such Co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

SECTION 5.4 CLASS B TERMINATION. The Class B membership will terminate and convert automatically to Class A membership (to the extent the Declarant then owns Lots) upon the happening of any of the following, whichever occurs first:

5.4.1. The Declarant conveys, other than to a successor Declarant, all of its right, title and interest in and to all the Lots in the Property. For purposes of this provision, a Lot shall be considered conveyed when the Deed is duly recorded.

5.4.2. The Declarant records a disclaimer of its respective Class B membership in the Public Records of Pasco County, Florida.

Upon termination of Class B membership, all provisions of this Declaration, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

SECTION 5.5 AMPLIFICATION. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The Declarant intends the provisions of this Declaration on the one hand, and the Articles and By-Laws, on the other hand, to be interpreted, construed, applied and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control, anything in the Articles or By-Laws to the contrary notwithstanding.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

SECTION 6.1. ASSOCIATION. The Association shall govern, make rules and regulations, enforce such rules and regulations and all covenants and restrictions of this Declaration, control and manage the Lots and maintain Common Areas pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. Except otherwise provided in **Section 2.2.**, Declarant shall convey or lease to the Association all of the Common Areas and improvements thereon, as defined in this Declaration, and upon delivery of such conveyance instrument, bill of sale, easement or lease (as appropriate), the Association shall assume all ownership of the same and shall thereafter properly maintain the same at its expense. Any such Deed or easement shall be duly recorded in the Public Records of Pasco County, Florida. The Association's obligation to maintain the Common Areas shall be perpetual and may not be terminated. In addition, the Association shall be responsible and obligated as follows:

6.1.1. The Association may, but is not obligated to and shall have no liability for failure to, employ security guard(s) or a security guard service. The Declarant, while in control of the Association, does not intend to hire or pay for security guard(s).

6.1.2. The Association shall maintain and repair the Common Areas in good conditions, and, except as to any portion of the Common Areas which may be maintained as a portion of a Lot, pay the Ad Valorem taxes and governmental liens assessed against the Common Areas and obtain and pay the premiums for public liability insurance as to all Common Areas. Said insurance policy(s) shall be in the name of the Association, the Declarant for the benefit of the Association, the Declarant, and members of the Association and such other parties as the Association determines. The aforesaid insurance policy(s) shall be in such amounts, subject to such conditions and contain such provisions (including deductible provisions) as the Board determines in its discretion; provided that so long as there is Class B membership in the Association, the Declarant shall make all determinations as to insurance coverage in its sole and absolute discretion. The Board may obtain such other types of insurance as it deems advisable. The Association shall have the power to establish reserves for the improvement, repair, maintenance, and replacement of the Common Areas. Further, the Association shall have the power to enter into management contracts as provided hereinbelow and to incur all other costs and expenses necessary to effectuate the duties delegated to it and the purposes set forth in this Declaration.

Common Areas to be maintained by the Association shall include:

- Any private roadways shown as "Tract "A" on the Plat including pavement areas, underdrains and spillways;
- Entrance features within Tract "A" as shown on the Plat, including entry walls, perimeter walls, if any, along with any entrance signage, irrigation systems, decorative lighting, and landscaping associated with the entranceway improvements;
- Tract "B" as shown on the Plat;
- Tract "C" as shown on the Plat (retention area T-1A);
- Tract "D" as shown on the Plat (the recreation parcel)
- Pond #3E and #3W, along with associated control structures and water quality of the retention ponds, along with the grassed surface of the ponds from top of bank down to the water's edge;
- Tract "E" as shown on the Plat (Retention Area T-3A);
- Tract "F" as shown on the Plat (a floodplain compensation storage area), including the grassed surface area thereof;
- The mitigation area shown on the Plat, (located at the rear of lots #36, 37, 38, & 39) which is a part of the Surface Water Management System.

The foregoing constitute the basic and general duties and expenses of the Association; and said expenses are to be paid by members of the Association as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sums or sums necessary and adequate to provide for the expenses of the Association. The procedure

for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of the Association. The Board of Directors shall have the power and authority to levy Special Assessments should such assessment become necessary as determined by it in its sole discretion; and said Special Assessments shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration and in the Articles and the By-Laws. A General Assessment shall be payable in advance as provided hereinafter in this Declaration, and in the Articles and the By-Laws.

SECTION 6.2. MANAGEMENT CONTRACTS AND LEASES OF COMMON PROPERTY.

The Association shall expressly have the power to contract for the management of the Association and the Common Areas, and shall further have the power to delegate to such contractor or manager any or all of the powers and duties of the Association respecting the contract granted. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

SECTION 6.3 SURFACE WATER MANAGEMENT SYSTEM.

6.3.1. ADDITIONAL DEFINITIONS. When used in this Declaration the following terms will have the following meanings:

6.3.1.1. "SWFWMD" means the **Southwest Florida Water Management District**, or its successor entity.

6.3.1.2. "SWFWMD PERMIT" means the SWFWMD Permit authorizing the Surface Water Management System for the Subdivision together with any successor operational permit, granted to Declarant and issued under the provisions of *Chapter 373, Florida Statutes*, and *Florida Administrative Code Rules 40D-4 and 40D-40*.

6.3.1.3. "SURFACE WATER MANAGEMENT SYSTEM" means the Surface Water Management System for the Subdivision constructed pursuant to the SWFWMD Permit which Surface Water Management System constitutes a part of the Common Areas.

6.3.2. SURFACE WATER MANAGEMENT SYSTEM EASEMENTS. The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "**Drainage Easement**" for Retention Ponds (and associated control structures) and compensation storage areas for the purpose of the Association effectively maintaining and operating the Surface Water Management System in accordance with the SWFWMD Permit. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through the Drainage Easement areas, provided that such additional easement grants do not interfere with the effective maintenance and operation of the Surface Water Management System.

6.3.3. OPERATION AND MAINTENANCE OF SURFACE WATER MANAGEMENT SYSTEM. The Association shall effectively operate and maintain the Surface Water Management System in accordance with the SWFWMD Permit. This shall include the filing of monitoring reports on a periodic basis during the first year, and periodically thereafter, for a period of time so required and until success criteria are met for the required number of consecutive monitoring intervals.

6.3.4. ACTIVITIES WITHIN WETLANDS. No Owner may construct or maintain any building, Dwelling, or structure, or undertake or perform any activity in the created, enhanced or preserved wetland described in the Permit and shown on the Plat as Conservation Areas, unless prior approval is obtained from SWFWMD. The littoral zones located along the pond banks

contains vegetation which shall be allowed to recruit naturally. Vegetation growing in the littoral zones is part of the Surface Water Management System and is subject to a Conservation Easement containing many use restrictions (See Section 3.2.4).

6.3.5. AMENDMENT OF DECLARATION. Notwithstanding **Section 8.4**, any amendment (including a termination) of this Declaration that would directly and adversely affect the operation and maintenance of the Surface Water Management System in a material respect must have the prior approval of the SWFWMD.

6.4. DISPOSITION. The Association shall not dissolve or dispose of any common open space or improvements therein except to an organization concerning with and designed for the continued maintenance in accordance with the requirements of the original development approval.

ARTICLE 7: ASSESSMENTS

SECTION 7.1. ASSESSMENTS ESTABLISHED. In accepting a Deed to any Lot within the Property, each Owner, whether or not it is so expressed in such Deed, is deemed to covenant to pay to the Association:

7.1.1. An annual **General Assessment**, as defined in **Section 7.2.**; and

7.1.2. **Special Assessments**, as defined in **Section 7.3.**; and

7.1.3. **Specific Assessments** against any particular Lot that are established pursuant to any provision of this Declaration as defined in **Section 7.4.**; and

7.1.4. All excise or other taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article; and

7.1.5. All assessments which may be imposed pursuant to any other provision of this Declaration, including, without limitation, **Section 3.9, 4.3.7., or 8.3.**

All of the foregoing, together with interest as specified in **Section 7.8** hereinafter and all costs and expenses of collection, including without limitation reasonable attorneys' fees, are a continuing charge on the land and secured by a continuing lien upon the Lot (and improvements thereon) against which each assessment is made as provided in **Section 7.8**. Each such assessment, together with interest as aforesaid and all costs and expenses of collection, including attorney's fees incurred also are the personal obligation of the person or persons who was or were the Owner(s) of such Lot when such assessment fell due. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Owner and the Owner's successors in title upon transfer of a Lot while delinquent assessments are outstanding. Re-subdivision of a Lot permitted hereunder shall not affect the obligation of the subdivided parcel to pay a pro-rata assessment so that the total revenues collected are that which would have been collected had there been no re-subdivision.

SECTION 7.2. GENERAL ASSESSMENT. Subject to the provisions of the following sentence and **Section 7.4** hereafter, the assessments levied by the Association must be used exclusively (as determined by the Board) to promote the common good and welfare of the residents and for the operation, maintenance and management of the Association and the Common Areas. To effectuate the foregoing, the Association may levy an annual general assessment ("**General Assessment**") to provide and be used for payment of real estate taxes, assessments and other governmental levies or charge of any kind which are assessed or imposed upon the Common Areas (except to the extent, if at all, that such amounts have been incorporated in taxes and assessments of individual Lots), insurance costs, costs of the operation, maintenance, and management of the Association and the Common Areas, and all other general activities and expenses of the Association. The initial General Assessment shall be in an

amount which shall not be greater than **FOUR HUNDRED FIFTY and XX/100 DOLLARS (\$450.00)**. Commencing with the second calendar year immediately following the year of the conveyance of the first Lot to an Owner other than the Declarant or a Builder, the maximum annual General Assessment for any year may not be increased more than twenty percent (20%) above the maximum assessment for the previous year unless so determined by a vote of 2/3 of each class of Owners who are voting in person or by proxy, at a meeting duly called to consider such increase. Subject to the foregoing, the amount of the annual General Assessment shall be fixed by the Board at least thirty (30) days in advance of each General Assessment period based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Assessment should be given to every Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. The General Assessment shall be payable annually in advance or in equal semi-annual (or less frequent if permitted by the Board) installments without interest until delinquent, and may be prepaid in whole at any time or times during the applicable General Assessment period without penalty or other consideration.

SECTION 7.3. SPECIAL ASSESSMENTS. In addition to the General Assessment, the Association may levy in any fiscal year special assessments ("**Special Assessment(s)**") 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 a capital nature upon or to the Common Areas or for the purpose of defraying known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based. Each such Special Assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of Owners who are voting in person or by proxy, at a meeting duly called for that purpose, provided however as follows:

(a) No such vote shall be required unless the amount of any such Special Assessment exceeds a sum equal to one semi-annual General Assessment payable by all Owners immediately prior to the date of such Special Assessment; and

(b) Special Assessments for taxes shall not require a vote or prior approval from the Owners.

SECTION 7.4. SPECIFIC ASSESSMENTS. In addition to the General Assessment and Special Assessments, the Association may levy fine(s) against the Owner of any Lot(s) from time to time for violations of the covenants and restrictions set forth herein and of any rules and regulations of the Association. Such fine(s) shall be in amounts determined by the Association in its reasonable discretion. Any such fine(s), together with any other charges or indebtedness (including without limitation any indebtedness under **Section 3.9** or **4.3.7** hereinabove or **8.3** hereinafter) of any Owner to the Association may also be assessed by the Association as a specific assessment ("**Specific Assessment**") against such Owner's Lot(s).

SECTION 7.5. UNIFORM AMOUNT OF ASSESSMENTS. The General Assessment and any Special Assessments must be uniform throughout the Property. Notwithstanding any other provision herein contained, in the event Lots are consolidated with other Lots or partial Lots pursuant to the procedures herein set forth, assessments shall thereafter be imposed against any such consolidated Lot(s) in proportion to the increase in size by virtue of the consolidation.

SECTION 7.6. ACCUMULATION OF FUNDS PERMISSIBLE. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purpose.

SECTION 7.7. DECLARANT'S ASSESSMENT and MANAGEMENT. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Declarant hereby

reserves the right to manage and operate the Association and the Property until such time as the Class B membership has terminated. During said period, Declarant shall pay all expenses incurred by the Association and, as payment for its management services and reimbursement for such expenses incurred by the Association, Declarant shall be entitled to retain all assessments collected from Owners of Lots other than Declarant. Declarant shall have the option to waive its right to manage and operate the Property at any time upon written notice to the Association, and upon such notice, Declarant's obligation to manage the Property and to pay all common expenses, together with its right to retain all assessments collected, shall terminate. Declarant shall render an accounting of income and expenses incurred as may be required by law. Upon assignment by Declarant to the Association of the right to manage and operate the Association, the Association will be required to keep correct and complete books of account, and render a yearly accounting of income and expenses to its members.

SECTION 7.8. REMEDIES OF ASSOCIATION & LIEN FOR ASSESSMENT. Any assessment not paid within thirty (30) days after its due date bears interest at eighteen percent (18%) simple interest per annum or such other rate as may be from time to time determined by the Board. The Association may bring an action at law against the Owner personally obligated to pay such assessment, foreclose its lien against such Owner's Lot and improvements thereon or both. No Owner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, may be the basis for money or other judgment and are secured by a lien on such Lot (and improvements thereon) in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any First Mortgage, all other lienor's acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this **Article 7**, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declarant constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a notice of lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

SECTION 7.9. FORECLOSURE. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner is also required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by Deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

SECTION 7.10. SUBORDINATION OF LIEN TO FIRST MORTGAGE. The lien for the assessments provided in this Article is subordinate to the lien of any valid First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Owner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from their lien. The Association shall endeavor to give any institutional encumbrancer of record thirty (30) days notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any

encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; provided that in no event shall such encumbrancer be subrogated to any rights of the Association with respect to the lien established hereby.

SECTION 7.11. HOMESTEADS. By acceptance of a Deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any Homestead rights of the Owner. Each Owner, by accepting the Deed for a Lot is charged with actual or constructive notice of the lien provisions of this Declaration and the intent of this Declaration that the Lots and improvements thereon stand as security for certain obligations of the Owners under this Declaration. The lien created by this Declaration is deemed to relate back to the time of the filing of this Declaration and will be deemed a pre-existing lien for purposes of Homestead and will prevail over the Homestead rights of any Owner. The subordination of the lien for assessments to any First Mortgage provided in **Section 7.10** of this Declaration shall not affect the relation back of the lien except only to the extent necessary to subordinate the lien to any valid First Mortgage.

SECTION 7.12. CERTIFICATE. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certification signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

ARTICLE 8: GENERAL PROVISIONS

SECTION 8.1. OPERATION. The covenants and restrictions of this Declaration are self-executing and will run with the Property and be binding upon all persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot shall specifically contain a reference to the same being subject to the covenants and restrictions of this Declaration, provided that failure to include such references shall not obviate the provisions of this **Section 8.1**.

SECTION 8.2. INTERPRETATION. Unless the context expressly requires otherwise:

- i. Use of the singular includes the plural and vice versa;
- ii. The use of one gender includes all genders;
- iii. The use of the terms "including" or "include" is without limitation; and
- iv. The words "must", "should", and "will" have the same legal effect as the word "shall".

This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce any of the terms or provisions of this Declaration.

SECTION 8.3. ENFORCEMENT. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all covenants and restrictions and rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration, is the prevailing party in any litigation involving this Declaration, or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorney's fees (including, but not limited to, attorney's fees for trial, arbitration, bankruptcy, and appellate proceedings). If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorney's fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot. Failure by the Association or by an Owner to enforce any covenant or restriction will not constitute a waiver of the right to do so at any time.

SECTION 8.4. AMENDMENT. The Declarant may amend any and all provisions of this Declaration by an instrument executed with the formalities of a Deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which the Declarant shall have conveyed ninety percent (90%) of the Lots (other than to a successor Declarant).

On the first to occur of **(a)** Two years after the Declarant shall have conveyed ninety percent (90%) of the Lots, or; **(b)** At such time as all Class B membership terminates, this Declaration may be amended, rescinded, or terminated by an instrument executed by the Association with the formalities from time to time required of a Deed and signed by not less than the Owners of two thirds (2/3) of all Lots.

No amendment is effective until recorded; and the Association's proper execution will entitle it to be publicly recorded, notwithstanding the informal execution by the requisite percentage of Owners.

Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there is Class B membership unless 100% of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the Deed is duly recorded. Notwithstanding anything to the contrary herein, by a majority vote, the Association may at any time, amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation of the Federal Home Loan Bank Board or similar agency.

SECTION 8.5. RIGHTS OF FIRST MORTGAGEE. Any holder of any First Mortgage shall have the following rights:

8.5.1. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association;

8.5.2. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request;

8.5.3. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies; and

8.5.4. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that is required to be given to the Class A members of the Association under any provision of this Declaration, or the Articles or ByLaws of the Association.

SECTION 8.6. VARIANCES. Until termination of the Class B membership, the absolute right and discretion is hereby reserved to the Declarant and thereafter reserved to the Association to grant variances with respect to individual Lots from the obligations of **Articles 3 and 4** in cases where not to grant such variance would create hardship in the opinion of the Declarant or the Board or where such variances would be in keeping with the spirit and intent of this Declaration and would not materially adversely affect any neighboring Lot or the Property as a whole. Such variances, if granted, shall be granted upon application to the Declarant or the Board by the Owner in writing setting forth in detail the variance requested and reasons therefor. Copies of each application for variance shall be forwarded (certified mail, return receipt requested) to each Owner of a Lot within 100 feet of the Lot for which the

variance is requested. If appropriate, any such variance shall be granted by the Declarant or the Board in writing, and shall be executed by the Declarant or the Board and the Owner with the formalities of a Deed and recorded in the Public Records of Pasco County, Florida, to become effective. The Owner requesting a variance will be responsible for payment of all costs associated with processing a variance request whether or not the variance is granted. Such variances must also conform with the requirements of Pasco County Codes and Regulations.

SECTION 8.7. SEVERABILITY. Invalidation of any particular provision of this Declaration, by judgment or court order will not affect any other provision or any valid portion of such invalid provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the property.

SECTION 8.8. ANNEXATION OF ADDITIONAL PROPERTY. Additional residential Property and Common Area may be annexed to the Subdivision in accordance with the following:

(a) The Developer, from time to time, may, in its sole discretion, without the necessity of consent or joinder of any owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been hereinabove defined as additions to the Property, but under no circumstances shall Developer be required to make such additions. Such additions to the Property shall be of such size as the Developer determines and the number of such additions to the Property shall be at the sole discretion of the Developer. Until such time as such additions are made to the Property in the manner hereinafter set forth, real property owned by Developer, other than the Property, shall in no way be affected by, or become subject to, the terms and conditions of this Declaration.

(b) Additions to the Property, if any, shall be developed and platted in such a manner which in the sole opinion of the Developer provides for the preservation of the character and amenities of the Property.

(c) The additions authorized under this and the succeeding sub-sections, shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions or an Amendment to this Declaration, whichever Developer shall elect, with respect to the additions to the Property, extending the scheme of the Covenants and Restrictions of this Declaration to such additions to the Property; and such Supplementary Declaration or Amendment to this Declaration may contain such complementary additions as may be necessary to reflect the different character, if any, of the additions to the Property and as are not inconsistent with the scheme of this Declaration. Said Supplementary Declaration or Amendment to this Declaration, shall not require the joinder, consent or approval of any owner or other parties whatsoever.

IN WITNESS WHEREOF, the Declarant has duly executed this instrument on this _____ day of _____, 1999.

Witnesses:

Name: _____

Name: _____

DECLARANT:
WESLEY CHAPEL INVESTMENTS, INC.
A Florida corporation

By: _____

Name: C. I. Babcock, III

Its: President

and

By: _____

Name: _____

Name: Robert E. Bass

Its: Vice President

Name: _____

(SEAL)

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 19 99 by **C. I. BABCOCK, III**, as **PRESIDENT** and **ROBERT E. BASS** as **VICE PRESIDENT** of **WESLEY CHAPEL INVESTMENTS, INC., a Florida corporation**, on behalf of said corporation, who are personally known to me.

My commission expires:

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

EXHIBIT "A"

LEGAL DESCRIPTION

LANDS LYING IN THE SECTION 05, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AS FOLLOWS:

THE NW ¼ OF THE SE ¼; AND THE SW ¼ OF THE SE ¼; LESS THE S ½ OF THE SE ¼ OF THE SW ¼ OF THE SE ¼; AND THE N ½ OF THE SE ¼ OF THE SE ¼, LESS THE EASTERLY 1054 FEET THEREOF;

TOGETHER WITH AN ACCESS ENTRANCEWAY CONNECTING TO CAROLINE DRIVE, AND DESCRIBED AS: LOT 49, CITRUS TRACE III, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGES 43-45, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; LESS AND EXCEPT THE SOUTH 223.30 FEET THEREOF.

TOGETHER WITH A STRIP OF LAND LYING EAST OF CITRUS TRACE PHASE III SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGES 43 – 45, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; AND DESCRIBED AS: COMMENCE AT THE SE CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 20 EAST; THENCE N00°22'46"E, FOR 586.70 FEET TO A POINT OF BEGINNING. THENCE, CONTINUE N00°22'46"E, FOR 440.02 FEET; THENCE, S13°46'36"W, 151.01 FEET; THENCE S00°22'46"W, FOR 146.68 FEET; THENCE S13°03'57"E, FOR 150.53 FEET, TO THE POINT OF BEGINNING.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 20 EAST, ALSO BEING THE SOUTHWEST CORNER OF CITRUS TRACE III, AS RECORDED IN PLAT BOOK 25, PAGE 43 - 45 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RUN THENCE ALONG THE EAST LINE OF SAID CITRUS TRACE III, THE FOLLOWING 5 COURSES; N 00°22'46"E, 586.70 FEET, N 13°03'57"W, 150.53, FEET; N 00°22'46"E, 146.68 FEET; N 13°46'36"E, 151.05 FEET, N 00°22'46"E 223.30 FEET; THENCE RUN S 89°56'25"W, BEING 223.30 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF LOT 49, OF SAID CITRUS TRACE III, 422.81 FEET TO THE WEST LINE OF SAID LOT 49; THENCE N 00°03'35" W ALONG SAID WEST LINE 75.00 FEET TO THE NORTH LINE OF SAID CITRUS TRACE III; THENCE N 89°56'06" E ALONG SAID NORTH LINE, 423.39 FEET TO THE NORTHEAST CORNER OF SAID CITRUS TRACE III; THENCE N 00°22'46" E ALONG THE WEST LINE OF SAID S/E ¼ OF SECTION 5, 1325.13 FEET TO A FOUND CONCRETE MONUMENT OCCUPYING THE NORTHWEST CORNER OF THE S/E ¼ OF SAID SECTION 5; THENCE N 89°52'14" E ALONG THE OCCUPIED NORTH LINE OF THE SOUTHEAST ¼ SECTION 5, 1321.37 FEET; THENCE S 00°33'25" W, 1323.49 FEET; THENCE N 89°46'32" E, 260.74 FEET; THENCE S 00°37'45" W, 661.58 FEET; THENCE S 89°44'22" W, 259.90 FEET; THENCE S 00°33'25" W, 330.87 FEET; THENCE S 89°43'17" W, 657.11 FEET; THENCE S 00°28'05" W, 331.07 FEET TO THE NORTH LINE OF CITRUS TRACE II, AS RECORDED IN PLAT BOOK 16, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S 89°42'12" W ALONG SAID NORTH LINE CITRUS TRACE II, 656.60 FEET TO THE POINT OF BEGINNING. CONTAINING 80.02 ACRES M.O.L.

Upon recordation return to preparer:

Wesley Chapel Investments, Inc.
1934 Soule Road
Clearwater, FL 33759
Attn.: Christine M. Bass