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PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
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OR BK 8821 PG 3138

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF FAIRWAYS OF QUAIL HOLLOW

25

This is to certify that the attached Amended and Restated Declaration of Covenants and Restrictions of Fairways of Quail Hollow was duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on January 13, 2013. The attached Amended and Restated Declaration of Covenants and Restrictions of Fairways of Quail Hollow was approved by more than 2/3 of the voting members who participated in the voting, in person or by proxy, during the annual meeting at which a majority of all members participated in the vote. The Declaration of Covenants and Restrictions of Fairways of Quail Hollow was originally recorded in O.R. Book 3778, Page 1, Public Records of Pasco County, Florida and was subsequently amended at O.R. Book 3833, Page 1638; O.R. Book 7279, Page 1397; and O.R. Book 8408, Page 609.

IN WITNESS WHEREOF, has caused this instrument to be signed by its duly authorized officer on the 18 day of January 2013.

FAIRWAYS OF QUAIL HOLLOW HOMEOWNERS ASSOCIATION, INC.

By: Bill Warstler  
Bill Warstler, President

Carolyn W. Lodge  
Signature of Witness #1

CAROLYN W. LODGE  
Printed Name of Witness #1

John B. Ley  
Signature of Witness #2

JOHN B. LEY  
Printed Name of Witness #2

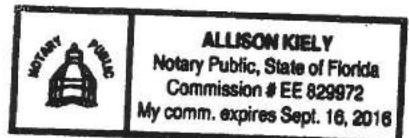


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STATE OF FLORIDA  
COUNTY OF Pasco Hillsborough

The foregoing instrument was acknowledged before me this 18 day of January 2013 by Bill Warstler who is personally known to me or provided Florida Drivers License identification.



Allison Kiely  
Notary Public  
Commission No: EE 829972  
My Commission Expires: Sept 16, 2016

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FOR FAIRWAYS OF QUAIL HOLLOW  
(Draft of October 15, 2012)

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AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
FAIRWAYS OF QUAIL HOLLOW

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF the FAIRWAYS OF QUAIL HOLLOW is hereby adopted, and has been approved as shown on the Certificate of Amendment attached hereto. The original Declaration was recorded at O.R. Book 3778, Page 1, Public Records of Pasco County, Florida and was subsequently amended at O.R. Book 3833, Page 1638; O.R. Book 7279, Page 1397; and O.R. Book 8408, Page 609. This Amended and Restated Declaration supersedes all prior versions, and amendments to, the Declaration.

The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the future owners of dwellings within the property, to protect and preserve the values of the property. This DECLARATION provides for an ASSOCIATION, which will own, operate and/or maintain various portions of the property and improvements constructed within the property, has the right to enforce the provisions of this DECLARATION, and has various other rights and responsibilities. The expenses of the ASSOCIATION are shared by the owners of the property, who will be members of the ASSOCIATION.

The SUBJECT PROPERTY, as herein defined, and such additions as may hereafter be made pursuant to the terms of this declaration, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the SUBJECT PROPERTY, and which shall run with the SUBJECT PROPERTY and shall be binding upon all persons having and/or acquiring any right, title or interest in the SUBJECT PROPERTY or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the SUBJECT PROPERTY, or any portion thereof.

1. DEFINITIONS The terms used in this DECLARATION, in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.1. ARTICLES mean the ARTICLES of Incorporation of the ASSOCIATION, same ARTICLES as may be amended from time to time.

1.2. ASSESSMENT means the amount of money which may be assessed against an OWNER for payment of the OWNER'S share of the COMMON EXPENSES, and/or any other fines which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS, which if not paid by the OWNER, can result in a lien against the LOT.

1.3. ASSOCIATION means the corporation established to operate and manage the SUBJECT PROPERTY, pursuant to the Articles of Incorporation and the applicable Florida Statutes.

1.4. BOARD means the Board of Directors of the ASSOCIATION.

1.5. BUILDING means a building contained within the SUBJECT PROPERTY from time to time, and this term may be interchangeable with UNIT.

1.6. BYLAWS mean the BYLAWS of the ASSOCIATION, as same may be amended from time to time.

1.7. COMMON AREAS means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or which is declared to be a COMMON AREA by this DECLARATION. COMMON AREAS may include, but are not limited to, parks, open areas, lakes, roads, entrance-ways, parking areas, and other similar properties, provided that the foregoing shall not be deemed a representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided.

1.8. COMMON EXPENSES means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including, but not limited to, the following:

Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including, but not limited to, utilities, taxes, assessments, insurance, operation, maintenance, repairs, improvements, and alterations.

Expenses of obtaining, repairing or replacing personal property in connection with any COMMON AREA or the performance of the ASSOCIATION's duties.

Expenses incurred in connection with the administration and management of the ASSOCIATION.

Common water, sewer, trash removal, and other common utility, governmental, or similar services for the UNITS which are not separately metered or charged to the OWNERS, or which the ASSOCIATION determines to pay in the best interest of the OWNERS.

Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION, or by the ARTICLES or BYLAWS.

1.9. COMMON SURPLUS means the excess of all receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.10. DECLARANT means the original Developer, or any PERSON or entity who was previously assigned the rights of DECLARANT pursuant to a written assignment executed by the then present DECLARANT recorded in the public records of the county in which the SUBJECT PROPERTY is located.

1.11. DECLARATION means this document as it may be amended from time to time.

1.12. INSTITUTIONAL LENDER means the holder of a mortgage encumbering a LOT,

which holder in the ordinary course of business makes, purchases, guarantees, or insures mortgage loans, and which is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONAL LENDER may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

1.13 LANDSCAPING means sod, shrubbery and trees within the SUBJECT PROPERTY.

1.14. LOT means any parcel of land located within the SUBJECT PROPERTY, which has been conveyed by DECLARANT to an OWNER and which contains or is intended to contain a UNIT, and depending on the context may include any UNIT constructed upon the LOT.

1.15. OWNER means the owner(s) of record of the fee title to a LOT.

1.16. PERSON means an individual, corporation, partnership, trust, or any other legal entities.

1.17. SUBJECT PROPERTY means all of the property subject to this DECLARATION from time to time, which initially is the property described in Exhibit "A" attached hereto, and includes any UNITS or improvements constructed thereon.

1.18. UNIT means the residential dwelling constructed upon a LOT.

2. ASSOCIATION. In order to provide for the administration of the SUBJECT PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the Laws of the State of Florida.

2.1. ARTICLES. This refers to the ARTICLES OF INCORPORATION of the ASSOCIATION. No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

2.2. BYLAWS. This refers to the Bylaws of the Association. No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided herein.

2.3. Powers of the ASSOCIATION. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION, the Florida Statutes, or Rules and Regulations adopted by the Board. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

2.4. Approval or Disapproval of Matters. Whenever the decision of the OWNERS is

required upon any matter, whether or not the subject of the ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS, except as otherwise provided herein.

2.5. Acts of the ASSOCIATION. Unless the approval or action of the OWNERS' and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

2.6. Management and Service Contracts. The ASSOCIATION shall have the right to contract for professional management or services on such terms and conditions as the BOARD deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years.

2.7. Membership. All OWNERS shall be members of the ASSOCIATION. Membership as to each LOT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

2.8. Owners Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and the BYLAWS.

3. COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION.

3.1. Conveyance of COMMON AREAS to ASSOCIATION.

3.1.1. By Any PERSON. Any PERSON may convey title to any property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as a COMMON AREA, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the public records of Pasco County.

3.2. Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS, the residents of the SUBJECT PROPERTY, and their respective guests and invitees, the holders of any mortgage encumbering any property within the SUBJECT PROPERTY from time to time, and any other persons authorized to use the COMMON AREAS or any portion thereof by the ASSOCIATION, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, subject to the terms of any easement, restriction, reservation or limitation of record affecting the COMMON AREA or contained in the deed or instrument conveying the COMMON AREA to the ASSOCIATION, and subject to any rules and regulations adopted by the

ASSOCIATION. An easement and right for such use are hereby created in favor of all OWNERS, appurtenant to the title to their property.

Uses of Lakes, Ponds and Bodies of Water. The following restrictions shall apply to the use of all lakes, creeks, ponds, or other bodies of water constituting portions of, or lying in whole or in part, within the SUBJECT PROPERTY.

3.2.1. 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) if any, shall be at such Owner's own risk, shall not create any liability on the part of 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).

3.2.2. 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.

3.2.3. 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.

3.2.. 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.

3.3. Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon, and/or across any property owned by the ASSOCIATION, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

3.4. Additions, Alterations or Improvements. The ASSOCIATION shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time, provided, however that the approval of not less than two-thirds (2/3) of the voting OWNERS, who participate in the voting in person or by proxy at a membership meeting, provided that a majority of all OWNERS must participate in the voting in order for the vote to be valid, shall be required for any addition, alteration, or improvement or any purchase of personal property, exceeding a sum equal to one (1) month total ASSESSMENTS for COMMON EXPENSES payable by all of the MEMBERS, or if the cost of the foregoing shall in any fiscal year exceed in the aggregate a sum equal to two (2) months ASSESSMENTS for COMMON EXPENSES payable by all of the OWNERS. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON

AREAS, or any existing improvements or personal property associated therewith. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE.

3.5. Utilities. The ASSOCIATION shall pay for all utility services for the COMMON AREAS, or for any other property to be maintained by the ASSOCIATION, as a COMMON EXPENSE.

3.6. Taxes. The ASSOCIATION shall pay all real and personal property taxes and assessments for any property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.7. Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not abandon, partition, subdivide, encumber, sell or transfer any COMMON AREA owned by the ASSOCIATION without the approval of not less than two-thirds (2/3) of the voting OWNERS, who participate in the voting in person or by proxy at a membership meeting, provided that a majority of all OWNERS must participate in the voting in order for the vote to be valid. If ingress or egress to any PROPERTY is through any COMMON AREA, any conveyance or encumbrance of such COMMON AREA shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such PROPERTY, unless alternative ingress and egress is provided to the OWNER(S).

4. EASEMENTS. Each of the following easements has been granted by the DECLARANT, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.1. Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBJECT PROPERTY, their guests and invitees. The ASSOCIATION shall be responsible for the maintenance and repair of any and all easements for pedestrian and vehicular traffic.

4.2. Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive appurtenant easement in favor of all OWNERS and residents of the SUBJECT PROPERTY from time to time, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.3. Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the SUBJECT PROPERTY, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBJECT PROPERTY. Also, easements as may be required for the installation,

maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBJECT PROPERTY, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. However, easements affecting any LOT which serve any other portion of the SUBJECT PROPERTY shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easement herein reserved - provided such right of access shall not unreasonably interfere with the OWNER'S permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

4.4. Encroachments. If any portion of the COMMON AREAS encroaches upon any LOT; if any UNIT or other improvement encroaches upon any LOT or upon any portion of the COMMON AREAS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION; (iv) any repair or restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON AREAS; or (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist over, across, and throughout the encroached-upon LOT, UNIT, or COMMON AREAS for the benefit of such encroachment and for the purpose of maintenance of the same so long as the improvements shall stand.

4.5. Easements for Overhangs. A valid easement shall exist over the COMMON AREAS for overhanging troughs or gutters, down spouts and the discharge therefrom of rainwater and the subsequent flow thereof. The ASSOCIATION shall maintain and repair any such easements.

4.6. Additional Easements. The ASSOCIATION, on its behalf and on behalf of all OWNERS, shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the SUBJECT PROPERTY in favor of the ASSOCIATION and/or the OWNERS and residents of the SUBJECT PROPERTY and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBJECT PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or any mortgagee of any LOT shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS and INSTITUTIONAL LENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby

irrevocably appoint the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

5. MAINTENANCE OF THE SUBJECT PROPERTY.

5.1. By the ASSOCIATION. The ASSOCIATION shall maintain, repair and replace, as a COMMON EXPENSE, the following portions of the SUBJECT PROPERTY:

5.1.1. COMMON AREAS. The ASSOCIATION shall maintain all COMMON AREAS or other areas for which the duty to maintain has been delegated to and accepted by the ASSOCIATION, and all paving, parking areas, landscaping and improvements contained thereon from time to time.

5.1.2. Landscaping. The ASSOCIATION shall be responsible for the maintenance and care of the original developer-installed landscaping throughout the SUBJECT PROPERTY and in the unpaved portion of contiguous road right-of-ways. The ASSOCIATION shall plant, remove and/or replace sod, shrubbery, hedges and trees when in the sole discretion of the BOARD this is appropriate and in the best interest of the SUBJECT PROPERTY. The ASSOCIATION responsibility shall include mowing, trimming, pruning, edging, fertilizing, and weed, insect and disease control.

5.1.3. Subdivision Water Sprinkler System. The ASSOCIATION shall maintain and repair the reclaimed water sprinkler systems throughout the SUBJECT PROPERTY. This shall include the repair or replacement of heads, valves and timer/control boxes. Repairs caused by the negligent or intentional actions of any OWNERS, or persons acting through or on behalf of the OWNERS, will be the responsibility of the individual OWNER involved. If the OWNER fails to pay for the cost of any such repairs, the ASSOCIATION may make the repairs and will have all of the remedies available for collection of unpaid assessments against the responsible OWNER.

5.1.4. Utility Services. The ASSOCIATION shall maintain all utility services not owned by any governmental authority or utility company, except for utility services located within any LOT, which serve only the LOT or the UNIT on the LOT.

5.1.5. Building Painting. The ASSOCIATION shall perform periodic exterior wall painting and any necessary minor preparation of the walls for such purpose. The ASSOCIATION shall choose and approve all exterior paint colors for said UNITS.

5.1.6. Other Property. The ASSOCIATION shall have the right to maintain such other areas within or contiguous to the subject PROPERTY as the BOARD determines from time to time is in the best interest of the OWNERS, and the cost of any such maintenance shall be a COMMON expense. In particular, the ASSOCIATION shall have the right to maintain landscaping, mailboxes and sidewalks within any road right-of-way contiguous to the subject PROPERTY, to the edge of the pavement within such right-of-way, and if any lake or canal is contiguous to the subject PROPERTY, the ASSOCIATION shall have the right to maintain landscaping to the waterline of any such lake or canal.

5.1.7. Notwithstanding the foregoing if any special maintenance, other than

regular periodic maintenance performed by the ASSOCIATION or maintenance necessitated by ordinary wear and tear, is required due to the actions of any OWNER, or the residents of any UNIT, or their guests or invitees, the OWNER of the UNIT shall be responsible for the cost of such maintenance and may be assessed for such cost by the ASSOCIATION.

5.2. By the OWNERS. Each OWNER shall maintain his UNIT and all improvements upon his LOT in like new condition, except for ordinary wear and tear, and except those portions of his UNIT and LOT which are to be maintained by the ASSOCIATION as discussed above. Included within the responsibility of the OWNER, shall be the roofing system, windows, screens, sliding glass doors, garage doors, entry doors to the UNIT, and framing for all doors and windows. The OWNER shall also be responsible for maintaining all landscaping, plants and flowers which were not part of the original developer-installed installation, and all other improvements within the OWNER'S LOT which are not specifically stated to be the maintenance responsibility of the Association. The OWNER is also responsible for the driveway and parking area, and walkways, serving the UNIT; and all screen enclosures on the LOT. All items which the OWNER is responsible for shall be maintained by the OWNER in good condition and repair and in a neat and attractive manner, and if the OWNER fails to do so, the ASSOCIATION shall have the right, in its discretion, and following reasonable notice to the OWNER, to perform any maintenance work which the OWNER was supposed to perform and has failed to do. In such event, the ASSOCIATION shall be entitled to all remedies against the OWNERS of the LOT which are available for the collection of unpaid assessments, and the same penalties shall apply to nonpayment as applied to unpaid assessments. As this relates to landscaping which the OWNER is responsible for, the ASSOCIATION will have the right to either remove such landscaping which the OWNER has failed to properly maintain, or alternatively to maintain such landscaping and assess the OWNER for the additional cost of maintenance.

6. INSURANCE. The insurance other than title insurance which shall be carried upon the SUBJECT PROPERTY and the units shall be governed by the following provisions:

6.1. Purchase. All insurance policies covering the COMMON AREAS shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida.

6.1.1. Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION.

6.1.2. Liability. Comprehensive general public liability insurance insuring the ASSOCIATION against loss or damage resulting from accidents or occurrences on or about or in connection with the SUBJECT PROPERTY, or any work, matters or things related to the SUBJECT PROPERTY, which such coverage as shall be required by the ASSOCIATION, but with cross liability endorsement to cover liabilities of the OWNERS as a group to an OWNER.

6.1.3. Workers' Compensation as shall be required to meet the requirements of the law.

6.1.4. Fidelity Bonds. If required by law, the ASSOCIATION shall obtain blanket

fidelity bonds for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. The total amount of fidelity bond coverage, if required, shall in no event be less than a sum equal to three (3) months aggregate ASSESSMENTS for COMMON EXPENSES plus reserve funds held by the ASSOCIATION, if any.

6.1.5. Other Insurance as the ASSOCIATION shall determine from time to time to be desirable.

**When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the OWNERS individually and as a group, (ii) any pro rata clause that reserves, to the insurer, the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more directors of the ASSOCIATION or by one or more OWNERS; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the ASSOCIATION.**

6.1.6. OWNERS Insurance. It is recommended that OWNERS obtain property and liability insurance to cover insurable losses to their UNIT and LOT, as well as their personal property, and their potential liability for property or bodily injury damage to third parties.

6.2. Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT by a particular OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by that OWNER.

6.3. Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

6.4. Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL LENDER at reasonable times.

## 7. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

7.1 Responsibility. If the damage is to those parts of a UNIT or LOT, for which the responsibility of maintenance and repair is that of the OWNER, the OWNER shall be responsible for reconstruction and repair after casualty loss or damage. Any reconstruction or repair must be done as quickly as reasonably possible. Following any casualty damages, the LOT must be cleared of debris and kept in good condition based upon the circumstances. If any UNIT or other improvements are not going to be restored or replaced, the LOT must be restored to an acceptable condition by the installation of sod or other approved materials. If any insurance proceeds are recovered

by an OWNER for items which the ASSOCIATION would generally have the obligation to maintain or repair, the OWNER must either make all such repairs (with prior written approval from the ASSOCIATION) or assign or turn over all insurance proceeds to the ASSOCIATION for purposes of repairs to those items.

7.2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors. Any reconstruction or repair must be in accordance with the ordinances of the controlling governmental authority, and must be approved by the controlling governmental authority or its appropriate review committee where required by such ordinances. Where required, appropriate permits for same shall be obtained, and the work must be done by properly licensed contractors.

8. USE RESTRICTIONS.

8.1. Garages. No garage shall be permanently enclosed, and no portion of a garage required for the parking of an automobile shall be converted into a living space. All garage doors shall remain closed when not in use.

8.2. No Trade or Business. Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a LOT or UNIT, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single-family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.

8.3. Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS and rules adopted by the BOARD, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than three (3) months.

8.3.1 A copy of all leases entered after the date of this amendment must be filed with the ASSOCIATION, including such information regarding the tenants as the ASSOCIATION may reasonably require. Additionally, the OWNERS(s) and tenant(s) shall be required to sign a Lease Addendum agreement, confirming that the tenant(s) will comply with all rules and restrictions relating to the use of the property, and providing the ASSOCIATION with the ability to enforce violations by the tenant(s) directly against such tenant(s), at the expense of the OWNERS, if the OWNERS fail or refuse to enforce any such violation after being notified by the ASSOCIATION of the violations which are occurring.

8.4. Outside Storage of Personal Property. The personal property of any resident of

the SUBJECT PROPERTY shall be kept inside the resident's UNIT, except for tasteful patio furniture and other personal property commonly kept outside.

8.5. Portable Buildings. No portable, storage, temporary or accessory buildings, structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise.

8.6. Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER'S LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate covered trash containers or tied plastic bags. All containers, dumpsters or garbage containers shall be stored inside a UNIT and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

8.7. Vehicles. Only automobiles, and non-commercial trucks and vehicles defined herein, may be parked within the subject PROPERTY overnight, unless kept within an enclosed garage. "Overnight" is defined to include any times between 2:00 A.M. and 6:00 A.M.

8.7.1. In particular and without limitation, no vehicle shall be parked outside of an enclosed garage overnight, if the vehicle has commercial lettering or signs painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle and is visible from the exterior of the vehicle, except for closed storage boxes which may be kept in the bed of a pickup truck. A vehicle will also be considered to be a "commercial vehicle" for the purposes of this restriction in the event that it is any type of truck, other than pickup trucks, commercial equipment such as tractors and other items commonly used for commercial purposes, or a van which has been modified so as to make it a "commercial vehicle" under this section. Vehicles which have been substantially altered from their original manufacturing style, in a manner which makes such vehicles unsightly and not consistent with vehicles which are generally parked in residential communities such as the Fairways of Quail Hollow, will also be considered to be prohibited commercial vehicles. These include vehicles which have large oversize tires and where the frame has been jacked up to accommodate such tires and which results in the vehicle no longer having the appearance that it had when it was originally manufactured. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the subject PROPERTY.

8.7.2. No parking is permitted on any street at any time, except in accordance with PASCO COUNTY ordinances. All vehicles must be parked on a paved surface on the LOT which is designed for such purposes.

8.7.3. All vehicles parked within the subject PROPERTY must be in good operating condition, and no vehicle which does not have a valid license tag and registration, or which cannot operate on its own power, shall remain within the

subject PROPERTY for more than twenty-four (24) hours, unless parked in an enclosed garage at all times. No repairs of any vehicle shall be made on the subject PROPERTY except for emergency repairs, such as changing a tire or getting a vehicle battery charged. Vehicles may be washed only in the OWNER(S) driveway, and not on the walks, street, or common areas.

8.7.4. Motorcycles must be parked in the garage at all times, and may only be driven in and out of the community using the nearest exit and entrance to the home so as to minimize any disturbance to other residents.

8.7.5. Boats, RVs and Trailers. No boats, recreational vehicles, campers, motor homes or trailers may be kept or stored outside of any UNIT, except for periods not exceeding one (1) time per month for a maximum time period of forty-eight (48) hours on each occasion for the purpose of loading and unloading. All such vehicles must be parked in the driveway or other approved paved area, and such vehicles may not be parked in the street.

8.8. Pets. No animals, livestock, poultry, or snakes of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. Notwithstanding the foregoing, only two (2) pets, either cats or dogs, or one (1) dog and one (1) cat, none of which are to exceed forty (40) pounds at maturity, are permitted in any UNIT, except with the written consent of the BOARD which may be granted or withheld at the BOARD's discretion. Any pet must be carried or kept on a leash when outside of a UNIT. No pet shall be kept outside of a UNIT unless someone is physically present with such pet outside the UNIT and is controlling such pet's behavior. No pet shall be permitted which constitutes an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Each resident having a pet within the SUBJECT PROPERTY shall pickup and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph after first providing notice to the pet owner, and the opportunity for a hearing by the BOARD OF DIRECTORS. All pets shall have proper immunization and inoculation and it is the pet owner's responsibility to maintain same, up to date, in their possession.

8.9. Landscaping. No changes to landscaping may be made without the prior written approval of the ASSOCIATION. Any plantings made without prior Board approval may be removed by the ASSOCIATION at the expense of the OWNER. The OWNER may request approval to add trees or plantings which are in a location which is acceptable to the Board, and with the understanding that the OWNER is responsible for maintaining any such trees or plantings. Any landscaping change which may adversely affect the ASSOCIATION'S lawn service contracts will not be granted.

8.10. Air-conditioning Units. For the primary residence, only central air-conditioning units are permitted, and no window, wall, or portable air-conditioning units are permitted for enclosed lanais, free-standing units which provide humidity control, heat and/or air conditioning, are permitted.

8.11. Outside Clothes Drying. No outside clothes-drying is permitted, except where

approval of such activity is mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. Any devices used for this purpose must be retracted when not in use.

8.12. Nuisances. No nuisances shall be permitted within the subject property, and no use or practice which is an unreasonable source of annoyance to the residents within the subject property or which shall interfere with the peaceful possession and proper use of the subject property by its residents shall be permitted. No unreasonable offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS. Disturbingly loud playing of organs, pianos, radios, TVs and other instruments or devices is discouraged at all times and particularly from 11:00 p.m. to 7:00 a.m. It is not permitted to display laundry or clothing, or recreational wear on the exterior of the buildings or anywhere within said UNITS which would be visible from the outside.

8.13. Outside Antennas. No outside signal receiving or sending antennas, dishes or devices are permitted, except as specifically mandated by law. When an antenna or satellite dish is required to be permitted, it shall be located in a manner to be as inconspicuous as reasonably possible. The LOT OWNER is to confirm the proper location with an ASSOCIATION representative prior to installation. A contract with a local satellite or cable company will be entered into and the necessary easements granted.

8.14. Lakes and Canals. No swimming, boating, or fishing is allowed in any lake or canal within the SUBJECT PROPERTY unless and except as expressly permitted pursuant to any such rules, regulations and restrictions adopted by the BOARD.

8.15. Fuel Tanks, Pool Equipment and Water Softeners. All fuel tanks, pool equipment and water softeners shall either be landscaped, or screened, so that they are substantially concealed or hidden from view from the street.

8.16. Re-sales and Signs. Except for one (1) "For Sale" or "For Rent" sign using a standard realtor pole and sign no greater than 2 ft. by 2 ft. advertising the sale or rental of the LOT or UNIT, no signs shall be placed upon any LOT, and no window signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT. An OWNER may place no more than two (2) political signs supporting one or more candidates. Signs may be placed no sooner than two (2) weeks before the primary and two (2) weeks before the general election. In each case the signs must be removed within a week after each election. Signs for security services are allowable as provided by the Florida Statutes.

8.17. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

8.18 Use of Common Areas. These areas shall not be obstructed, littered, defaced or

misused in any manner. No items shall obstruct walks or other common areas.

**8.19 Responsibility of Owners For Their Visitors.** OWNERS are liable for all violations and damages caused by their guests. OWNERS are requested to familiarize their visitors with the rules and regulations of FAIRWAYS, especially those pertaining to the use and preservation of the COMMON AREAS. Adhere to all speed laws. Advise your visitors to respect our property. DO NOT ALLOW VISITOR OR CHILDREN TO ENTER ANY POND OR CONSERVATION AREA. When you are away on vacation or for extended periods of time, notify the Board of any family members and/or friends who may use your home.

**8.20. Architectural Control for Exterior Changes.**

**8.20.1. OWNER to Obtain Approval.** No OWNER shall make, install, place, or remove any building, fence, wall, patio area, pool, spa, landscaping, or any other alteration, addition, improvement, or change of any kind or nature to, in or upon any portion of the COMMON AREAS, the OWNER'S LOT, or the exterior of the OWNER'S UNIT, including the replacement of existing improvements, unless the OWNER first obtains the written approval of the ASSOCIATION to same, except that such approval shall not be required for any maintenance or repair which does not result in a noticeable change in any improvement, including the color of same.

**8.20.2. ASSOCIATION Consent.** Any request by an OWNER for approval by the ASSOCIATION to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The ASSOCIATION shall have the right to charge a reasonable fee in connection with the approval of any request to pay for the cost of any architect or engineer hired by the ASSOCIATION to review any plans or specifications. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory or in a manner which unreasonably prohibits the reasonable improvement of any LOT or UNIT, but may be withheld due to aesthetic considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ASSOCIATION, and in the event the ASSOCIATION fails to disapprove any request within such thirty (30) day period, unless the ASSOCIATION notifies the OWNER that due to the circumstances additional time of up to thirty (30) days is needed, the request shall be deemed approved and upon request the ASSOCIATION shall give written notice of such approval. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION approval.

**8.20.3. No Liability.** The ASSOCIATION shall not be liable to any OWNER in

connection with the exercise or non-exercise of architectural control hereunder, or the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

**8.20.4. Remedy of Violations.** In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION, or the ASSOCIATION may pursue any other remedy available to it. In connection therewith, the ASSOCIATION shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one (1) year after the BOARD OF DIRECTORS becomes aware of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION.

**8.21. Additional Rules and Regulations.** The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request, and copies of any newly adopted rules and regulations shall be furnished by the ASSOCIATION to all OWNERS upon adoption.

**8.22. Waiver.** The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the sole discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

**8.23. Sporting Equipment.** No permanent backboards shall be attached to any UNIT. Portable backboard systems are permitted so long as they are stored in the garage at the end of each day by sunset. Bicycles and any other form of motorized or non-motorized transportation shall also be stored in the garage by sunset each day.

9. **ASSESSMENT FOR COMMON EXPENSES.**

9.1. **LIABILITY OF OWNERS.** Each owner of a LOT shall be responsible for the payment to the ASSOCIATION of assessments for COMMON EXPENSES for each LOT owned by the owner, which amount shall be assessed to the owner as described below. In addition, each owner shall be responsible for the payment to the ASSOCIATION of any assessments owned by the prior owner, except as specifically provided herein.

9.2. **ADOPTION OF ASSESSMENTS, AND DUE DATES.** Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year, including amounts for reserve accounts for deferred maintenance and replacement of certain items. The BOARD shall then establish the assessment for COMMON EXPENSES for each LOT, and shall notify each owner in writing of the amount, frequency, and due dates of the assessment for COMMON EXPENSES. From time to time during the fiscal year, the BOARD may modify the budget, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the owners, change the amount, frequency and/or due dates of the assessments for COMMON EXPENSES. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by assessments for COMMON EXPENSES, the BOARD, in its sole discretion, may make special assessments for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special assessments for COMMON EXPENSES. In the event any assessments for COMMON EXPENSES are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any assessments for COMMON EXPENSES be due less than ten (10) days from the date of the notification of such assessments. The BOARD, in its sole discretion, may determine when and to what extent the reserve fund may be drawn upon to fund COMMON EXPENSES.

9.2.1. **Maximum Increase in Budget.** No annual budget increases shall be in an amount exceeding fifteen percent (15%) of the assessment for COMMON EXPENSES to each LOT under the budget for the prior year, unless such increase is approved by a majority of those OWNERS who participate in the voting on such issue, in person or by proxy, at a regular or special meeting, following at least fourteen (14) days written notice to all OWNERS entitled to vote, of the proposed increase and the meeting where the vote will be held.

9.2.2. **Reserves.** The Board shall include in the proposed budget such amounts as it determines to be appropriate for reserves to pay for deferred maintenance and replacement costs of certain items, including: (a) exterior painting; (b) sidewalks; (c) landscaping; and (d) mailboxes.

The Board may also establish a general reserve account which may be used for any proper expenses of the ASSOCIATION. However, as to any funds placed into reserve accounts designated for specific purposes, including those outlined above, the funds in such accounts may not be used for purposes other than the

stated purpose of the reserve account unless the use of all or part of such funds for other purposes is approved by person or by proxy, at a regular or special meeting, following at least fourteen (14) days written notice to all OWNERS entitled to vote.

9.3. VACANT LOTS. Assessments for common expenses as to any LOT not containing a UNIT shall be twenty-five percent (25%) of the ASSESSMENTS for COMMON EXPENSES for a LOT containing a UNIT, and except for the foregoing the ASSESSMENTS for COMMON EXPENSES assessed against each LOT shall be equal. The full ASSESSMENT for COMMON EXPENSES as to each LOT upon which a UNIT is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the UNIT is issued, or upon the conveyance of the LOT by DECLARANT, or upon the first occupancy of the UNIT, whichever occurs first.

10. DEFAULT.

10.1. Monetary Defaults and Collection of Assessments.

10.1.1. Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of five percent (5%) of the amount of the ASSESSMENT, or Twenty-Five Dollars (\$25.00), whichever is greater, or such other late fees as may be authorized by the Florida Statutes as amended from time to time, plus interest at the highest rate permitted by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

10.1.2. Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS, applicable late fees and accrued interest payable to the ASSOCIATION.

10.1.3. Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENTS or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records of Pasco County, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall

secure all sums set forth in the claim of lien, together with all ASSESSMENTS, late fees, interest, or other monies owed to the ASSOCIATION by the OWNER, until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer, attorney, or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of lien.

10.1.4. Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS, late charges, and interest without waiving any claim of lien, and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid DECLARATION, and the filing, enforcement, and/or foreclosure of the ASSOCIATION's lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION's lien. The BOARD is authorized to settle and compromise the ASSOCIATION's lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

10.1.5. Rental and Receiver. If an OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the OWNER shall be required to have any rent paid to the Association, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent if necessary. The ASSOCIATION may also collect rent from tenants of delinquent OWNERS, to be applied to all amounts due, without filing foreclosure, to the maximum extent allowed by law.

10.1.6. Subordination of Lien. The lien of the ASSOCIATION for ASSESSMENTS or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an INSTITUTIONAL LENDER recorded prior to the recording of a claim of lien by the ASSOCIATION. Where any first mortgage holder obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such party shall not be liable for any ASSESSMENTS or for other monies owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage, or to the extent provided for in the Florida Statutes as amended from time to time. The unpaid ASSESSMENTS or other monies are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER'S LOT. Any person who acquires a LOT, except for the holder of a first mortgage taking title through foreclosure of a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a

judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other monies due and owing by the former OWNER to the ASSOCIATION.

10.1.7. Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION or to any third party.

10.1.8. Unpaid ASSESSMENTS Certificate. Within fifteen (15) days after written request by any OWNER or any LENDER holding or making a mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or LENDER a written certificate as to whether or not the OWNER of the LOT is in default with respect to the payment of ASSESSMENTS or with respect to compliance with the terms and provisions of this DECLARATION, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected thereby. A charge may be proposed for providing such information if permitted by applicable law.

10.1.9. Application of Payments. Any payments made to the ASSOCIATION by any OWNER shall first be applied toward any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection assessments and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien; next toward interest, costs and late fees on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein, and next toward any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

10.2. Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them or their guests or invitees, (other than the nonpayment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

Impose a fine against the OWNER or tenant as provided in Section 10.3, and/or

Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

Commence an action to recover damages; and/or

Take any and all actions reasonably necessary to correct such failure, which

action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, and all expenses incurred by the ASSOCIATION in connection with any pre-litigation enforcement proceeding such as fining and demand letters, and in any other legal proceedings to enforce this DECLARATION or other governing documents, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENTS, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Pasco County.

10.3. Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed One Hundred Dollars (\$100.00) per violation. A fine may be levied on the basis that each day of a continuing violation shall be considered a separate offense, with a single notice and opportunity for hearing, except that no fine shall exceed One Thousand and No/100 Dollars (\$1,000.00) in the aggregate. Any fine shall be imposed by written notice to the OWNER and/or tenant, signed by an officer or agent of the ASSOCIATION, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the OWNER or tenant has the right to contest the fine by delivering written notice to the ASSOCIATION within fourteen (14) days from the date of the notice imposing the fine. If the OWNER or tenant timely and properly objects to the fine, the BOARD shall conduct a hearing before a committee of homeowners who meet the requirements of the Florida Statutes, and shall give the OWNER or tenant not less than fourteen (14) days written notice of the hearing date. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The OWNER or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the committee shall, by majority vote, ratify, reduce or eliminate the fine and shall give the OWNER or tenant written notice of its decision. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the committee's decision at the hearing. Any fine levied against the OWNER shall be deemed an ASSESSMENT to the maximum extent allowed by law, and if not paid when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to Section 10.5.

10.4. Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his intentional act, or neglect or carelessness, or that of any tenant, guest,

agent or invitee of the OWNER, to the extent permitted by law and to the extent that

such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

10.5. Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION, such person shall be required to either correct the violation if determined appropriate, or otherwise to immediately leave the SUBJECT PROPERTY. If such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

10.6. No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

10.7. Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION, the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

10.8. Enforcement By or Against Other Persons. In addition to the foregoing, this DECLARATION may be enforced by the ASSOCIATION, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION, including attorneys' fees, shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this DECLARATION. The ASSOCIATION shall also have the right to recover pre-litigation costs and attorneys' fees incurred by it from any OWNER whose property is used or maintained in violation of the governing documents or who otherwise is responsible for any violation. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

11. TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and

restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of fifty (50) years from the date of this DECLARATION, unless within such time, ninety (90%) percent of the OWNERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the entire membership of the ASSOCIATION execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the public records of Pasco County.

12. AMENDMENT.

12.1. Amendments to the DECLARATION may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the OWNERS, provided that any amendment provided by OWNERS is subject to editing as to form and legality by legal counsel for the Association. The specific proposed wording of any proposed amendments must be sent to all OWNERS at least twenty (20) days prior to the meeting where the vote will be held, along with a notice of the membership meeting where the proposals will be discussed and voted upon, and a proxy form for the OWNERS to allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the voting OWNERS who participate in the voting, in person or by proxy at a membership meeting, provided that a majority of all OWNERS must participate in the voting in order for the vote to be valid. If approved, a Certificate of Amendment signed with the formalities of a deed will be recorded in the public records of Pasco County, Florida.

12.2. No amendment shall discriminate against any OWNER or class or group of OWNERS, unless the OWNERS so affected joins in the execution of the amendment. No amendment shall change the number of votes of any OWNER or increase any OWNER'S proportionate share of the COMMON EXPENSES, unless the OWNERS affected by such amendment joins in the execution of the amendment.

13. MISCELLANEOUS.

13.1. Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

13.2. Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

13.3. Severability. The invalidation in whole or in part of any of these covenants,

conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, work or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

13.4. Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

13.5. Inapplicability of Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

13.6. Environmental. Each property OWNER within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD). No OWNER of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Brooksville Permitting Department. No OWNER shall remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. OWNERS shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation manager.

a. The ASSOCIATION has the right to operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

b. It is the responsibility of the ASSOCIATION to operate and maintain the surface water management system.

c. The surface water management system is owned by the ASSOCIATION and is considered COMMON AREA property. All costs or expenses in connection with the maintenance or management of the surface water management system shall be treated as any other common area under the control of the ASSOCIATION.

d. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District; and the Declaration of Covenants as stated in same will be in effect for a minimum of 25 years with automatic renewal periods thereafter.

END OF ADOPTED AMENDED AND RESTATED DECLARATION