



NOTICE OF PRESERVATION OF DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
(AS AMENDED) FOR HUNT RIDGE

Rspt: 1675689 Rec: 384.00  
DS: 0.00 IT: 0.00  
04/16/2015 L. K., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLE.  
04/16/2015 03:57pm 1 of 45  
OR BK 9177 PG 404

45  
X

Please take notice that, pursuant to Chapter 712, Florida Statutes (2014), Hunt Ridge at Tall Pines, Inc. hereby preserves and protects from extinguishment: certain portions of the covenants and restrictions to which the hereinafter described land is subject. More particularly, Hunt Ridge at Tall Pines, Inc., hereby preserves and protects from extinguishment: certain portions of the Declaration of Covenants, Conditions, and Restrictions for Hunt Ridge as recorded in O.R. Book 1419 beginning at Page 281 of the Public Records of Pasco County, Florida as amended by those certain instruments recorded in O.R. Book 1465 beginning at Page 1887 and O.R. Book 1539 beginning at Page 1368 of the Public Records of Pasco County, Florida, and as may be amended from time to time, as supplemented by the First Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge as recorded in O.R. Book 1483 beginning at Page 1438 of the Public Records of Pasco County, Florida and as supplemented by the Second Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge to add Hunt Ridge Unit 12 as recorded in O.R. Book 1562 beginning at Page 340 of the Public Records of Pasco County, Florida. The portions of the aforementioned Declaration and amendments thereto that shall not be extended are lined out on the attached copy of said Declaration. The portions of said Declaration, as amended, that shall be extended are not lined out on the attached copy of said Declaration and are not lined out on the attached amendments to the Declaration. **A copy of the aforementioned Declaration showing the portions thereof that shall be preserved and the portions thereof that shall not be preserved, as well as the preserved amendments and supplements thereto, are attached hereto and made a part hereof as composite Exhibit A.**

Hunt Ridge at Tall Pines, Inc. is a "homeowners' association" as defined in Florida Statutes (2014) Section 720.301, and Hunt Ridge at Tall Pines, Inc. is authorized to enforce use restrictions that are imposed on the parcels within the real property in Pasco County, Florida described hereinafter. The post office address of Hunt Ridge at Tall Pines, Inc. is c/o Parklane Real Estate Services, 8048 Old County Road 54, New Port Richey, FL 34653.

The preservation and protection of the aforementioned portions of the aforementioned covenants and restrictions for another thirty years was approved by at least two-thirds of the members of the Board of Directors of Hunt Ridge at Tall Pines, Inc. at a meeting held on March 23, 2015 for which a notice, stating the meeting's time and place and containing the statement of marketable title action described in Florida Statutes (2014) Section 712.06(1)(b),

was mailed or hand delivered to the members of Hunt Ridge at Tall Pines, Inc. not less than seven days prior to said meeting. A quorum was present at said meeting. Attached hereto and made a part hereof as Exhibit B is an Affidavit of Steven Fitts who is President of Hunt Ridge at Tall Pines, Inc. and a member of the Board of Directors of Hunt Ridge at Tall Pines, Inc. Said Affidavit of Steven Fitts affirms that the Board of Directors of Hunt Ridge at Tall Pines, Inc. caused a Statement of Marketable Title Action, in substantially the form set forth in Florida Statutes (2014) Section 712.06(1)(b), to be mailed or hand delivered to the members of Hunt Ridge at Tall Pines, Inc. not less than seven days prior to the above-mentioned meeting. **A copy of the notice containing the aforementioned Statement of Marketable Title Action is attached to the Affidavit of Steven Fitts which is attached hereto and made a part hereof as Exhibit B.**

The land affected by this Notice and encumbered by the aforementioned Declaration of Covenants, Conditions, and Restrictions (as amended) for Hunt Ridge is described as follows:

HUNT RIDGE UNIT 10 TALL PINES AT RIVER RIDGE according to the plat thereof as recorded in Plat Book 23 at Pages 99 through 100 of the Public Records of Pasco County, Florida, HUNT RIDGE UNIT 11 TALL PINES AT RIVER RIDGE according to the plat thereof as recorded in Plat Book 24 at Pages 77 through 78 of the Public Records of Pasco County, Florida, and HUNT RIDGE UNIT 12 TALL PINES AT RIVER RIDGE according to the plat thereof as recorded in Plat Book 25 at Pages 7 through 8 of the Public Records of Pasco County, Florida.

Lots 1, 2, 3, 4, 5, 7, 9, 12, 13, 14, 15, 16, 17, 18, 21, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 35, 36, 37, 39, 40, 41, 42, 43, 44, 45, 50, 51, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 82, 84, 85, 86, 87, 89, and 90 of the aforementioned HUNT RIDGE UNIT 11 TALL PINES AT RIVER RIDGE were subjected to the aforementioned Declaration pursuant to the instruments recorded in the Public Records of Pasco County, Florida in O.R. Book 4439 at Pages 500 through 574, with the exception of Pages 533 and 549.

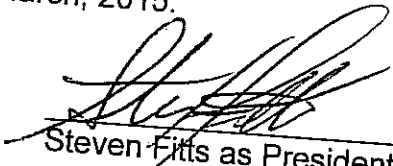
This Notice extends the time, for another thirty years, during which all of the above mentioned real property is owned subject to the aforementioned Declaration, as amended.

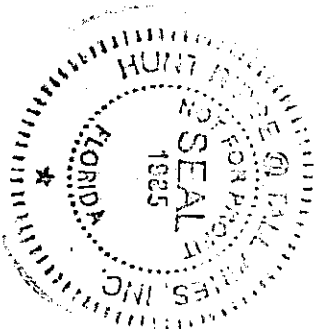
Therefore, Hunt Ridge at Tall Pines, Inc. hereby gives notice that, in accordance with Chapter 712, Florida Statutes (2014), the aforementioned portions of the aforementioned Declaration of Covenants, Conditions, and Restrictions for Hunt Ridge as recorded in O.R. Book 1419 beginning at Page 281 of the Public Records of Pasco County, Florida as amended by those certain instruments recorded in O.R. Book 1465 beginning at Page 1887 and O.R. Book 1539 beginning at Page 1368 of the Public Records of Pasco County, Florida, and as may be amended from time to time, as supplemented by the First Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge as recorded in O.R. Book 1483 beginning at Page 1438 of the Public Records of Pasco County, Florida and as supplemented by the Second Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge to add Hunt Ridge Unit 12 as recorded in O.R. Book 1562 beginning at Page 340 of the Public Records of Pasco County, Florida shall be preserved and protected from

extinguishment for the period of thirty years which period runs from the date that this Notice is recorded in the Public Records of Pasco County, Florida. The provisions of Florida Statutes (2014) Section 720.306(1)(b), as amended, shall apply to the aforementioned Declaration, as amended, so that the aforementioned Declaration of Covenants, Conditions, and Restrictions for Hunt Ridge, as amended, may continue to be amended during the aforementioned thirty year period.

I, the undersigned, do hereby swear that I am the duly elected President of Hunt Ridge at Tall Pines, Inc., a Not-For-Profit Florida corporation, and that the preservation and protection of the aforementioned covenants and restrictions for another thirty years was approved by at least two-thirds of the members of the Board of Directors of Hunt Ridge at Tall Pines, Inc. at a properly noticed meeting held on the 23rd day of March, 2015.

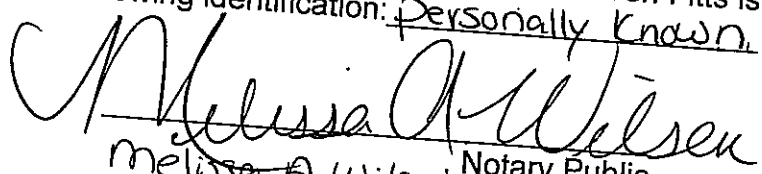
(CORPORATE SEAL)

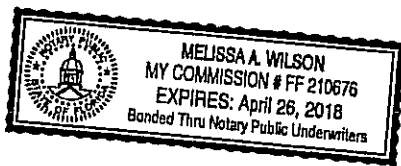
  
Steven Fitts as President



STATE OF FLORIDA  
COUNTY OF PASCO

SWORN TO and SUBSCRIBED before me by Steven Fitts as President of Hunt Ridge at Tall Pines, Inc. on behalf of said Corporation this 14<sup>th</sup> day of April, 2015. Steven Fitts is personally known to me or he produced the following identification: personally known.

  
Melissa A. Wilson, Notary Public



*Paul Bremer*

10/1/81  
11/1/81  
12/1/81

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR  
HUNT RIDGE

THIS DECLARATION, made on the date hereinafter set forth by AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant",

WITNESSETH:

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

WHEREAS, Declarant desires to create a residential community known as HUNT RIDGE on the land more particularly described on Exhibit "A" attached hereto and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

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

THIS INSTRUMENT IS FILED BY DEED RECORDING DIVISION  
DONALD R. HALL, WITNESS  
1074 N. W. 11th St., Tallahassee, Florida  
BOX 12200, TALLAHASSEE, FL 32310-0200

ARTICLE I

DEFINITIONS:

Section 1. "Association" shall mean and refer to HUNT RIDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns. The

"Association" derives all of its powers from this Declaration, the Articles of Incorporation, and the By-laws attached hereto for the Association, and the Association is not a condominium association subject to the Florida Condominium Act (F. S. 718.)

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of the Properties.

200004 10 0255 05-01-81  
07:21  
RECORDED  
61 35 40  
16 CASH TOTAL 1 15.00

COMPOSITE EXHIBIT A

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. ~~The term "Owner" shall include AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION.~~

Section 3. "Properties" shall mean and refer to that certain real property described on attached Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 5. "Unit" shall mean and refer to a multifamily residential unit, as that term is defined on the Subdivision Plat, if applicable.

~~Section 6. "Declaration" shall mean and refer to AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot or unit from the Declarant for the purpose of development. It shall not include any person or party who purchases a Lot or Unit from AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, however, unless such purchase is specifically assigned by a separate recorded instrument, some or all of the rights held by AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION as Declarant under this Declaration with regard to the conveyed property.~~

Section 7. "Common Area" shall mean all portions of the Properties that are not Lots, Units or roadways.

Section 8. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 9. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 10. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 11. "Master Association" shall mean and refer to TALL PINES COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation, its successors and assigns.

Section 12. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area.

~~The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, including right-of-way areas and water and sewer lateral systems, but not including lawns. The Association shall, however, maintain certain cooperative easements to the Property and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.~~

Section 2. Expansion of the Common Area.

~~Additions to the Common Area may be made in accordance with the terms of ARTICLE VII which provided for additions to the Property pursuant to the General Land Plan as therein more particularly described. The Declarant shall not be obligated, however, to make any such~~

~~additions. The Declarant has the right, but not the obligation,  
to add improvements to the Common Area.~~

~~PROPERTY RIGHTS~~

~~Section 1. Owner's Expects of Enjoyment. Every Owner  
shall have a right and non-exclusive enjoyment in and  
to the Common Area which shall be appurtenant to and shall pass  
with the title to every Lot or Unit, subject to the following  
provisions.~~

~~A. the right of the Association, from time to time in  
accordance with its By-Laws to establish, modify, amend and  
repeal reasonable Rules and Regulations regarding use of  
the Common Area;~~

~~B. the right of the Association to charge reasonable  
admission and other fees for the use of any recreational  
facility situated upon the Common Area;~~

~~C. the right of the Association to suspend the voting  
rights and right to use of the Common Area by an Owner for  
any period during which any assessment levied under this  
Declaration against his Lot or Unit remains unpaid,  
and for a period not to exceed sixty (60) days for any  
violation of its published Rules and Regulations;~~

~~D. the right of the Association to dedicate or transfer  
all or any part of the Common Area to any public agency,  
authority, or utility as provided by its Articles;~~

~~E. the right of the Association to grant permits,  
licenses and easements to the Common Area or any part  
thereof for utilities, roads and other purposes reasonably  
necessary or useful for the proper maintenance and operation  
of the project; and~~

~~F. the right of the Association to otherwise deal with  
the Common Area as provided by its Articles.~~

~~G. The Association has a reasonable right of entry upon  
any unit to make emergency repairs and to do other work  
reasonably necessary for the proper maintenance and opera-  
tion of the project.~~

~~Section 1. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot or Unit, provided the Owner retains his use in possession.~~

~~Section 2. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, detrimental or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, erect, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior approval of the Board of Directors.~~

~~Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This section, however, shall not apply to the Declarant.~~

~~Section 5. Animals. No animals shall be permitted on or in the Common Area or any part thereof as may be provided in the Rules and Regulations of the Association.~~

~~Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, at the same time or from time to time adopted by the Association.~~

~~Section 7. Right to Common Area. Not later than the time the Declarant conveys the title of its last lot or unit to the Properties, it shall convey title and the Association shall accept title to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record. Declarant may convey title and the Association shall accept title at any time prior to the time referred to in this Section 7, at Declarant's option.~~



ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Each Owner of a Lot or Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot or Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Unit.

Class B. The Class B member shall be the Declarant and shall be entitled to the 10% vote for each Lot or Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on the ending of 1995, or
- (c) when the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, at any time or times subsequent to any such conversion, additional land is added by the Declarant hereof, such additional land shall automatically be and become Class B Lots or Units, as appropriate. In addition, following such addition of land, the total votes allocable to all Lots or Units then owned by the Declarant (calculated as if all such Lots or Units are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots or Units owned by the Declarant shall automatically

~~be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence (b) or (c) above shall have taken place.~~

~~Notwithstanding the foregoing, the Declarant is required to transfer control of the Association to the unit owners, no later than the earlier of the following events.~~

~~(a) Four months after 75% of the units in the project have been conveyed to unit purchasers, or~~

~~(b) Five years following conveyance of the first unit in an expandable-phase project.~~

~~The term "control" means the right of the Declarant to control the Association, the Association Board, the project or the unit owners in any manner except through votes allocated to units it owns on the same basis as votes pertaining to sold units.~~

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

~~The Declarant, for each Lot or Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.~~

Section 2. Purpose of Assessments.

~~The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the lawn~~

areas and irrigation system of the Lots or Units and Common Areas situated upon the Properties, maintenance of water and sewer systems and lines and exterior maintenance as set forth in Section 3 below. The Association is also responsible for maintaining the decorative entrance and medians and any areas between roadways and the Common Area, ~~including covered parking, carports and the exterior of garages.~~

Section 3. Exterior Maintenance. The Association shall provide exterior maintenance upon each Lot or Unit which is subject to assessment hereunder, as follows: care of trees, lawns, shrubs, irrigation system and painting of exterior building surfaces, ~~as necessary and maintenance of water and sewer lateral systems.~~ ~~The Association's duty of exterior maintenance, however, shall include the maintenance or replacement of roofs, but shall not impose any obligation of repair or replacement, nor any obligation of maintenance other than painting, as set forth above.~~ An Owner may not paint or otherwise alter the exterior surface or appearance of the residence upon his Lot without the prior written approval of the Board of Directors. If such approval is granted, any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors.

In the event that the need for maintenance or repair of a Lot or Unit or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot or Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Unit is subject.

Section 4. Lot Maintenance. The Association shall maintain the lawn areas of each Lot on which a completed dwelling exists, and shall also maintain any shrubs or plantings originally planted or provided by the Declarant on the Lot. Such maintenance shall include mowing, edging, ~~fertilizing and pest control, as appropriate, and any other lawn maintenance service which may be deemed advisable from time to time by the Association.~~ No

other or further landscaping, shrubs or plantings may be made or added by the Owner of a Lot or Unit without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot or Unit shall maintain the landscaping, shrubs and plantings so permitted, and the Association shall have no responsibility with regard thereto. In the event that any shrubs or plantings upon a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of landscaping or the irrigation system.

Section 6. Notice and Quorum for Any Action Authorized Under Section 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots or Units and may be collected on a monthly basis.

~~Section 8. Declarant's Assessment~~

~~Notwithstanding any provision of this Declaration or the Association's Articles or By-laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot or Unit which it may own, provided, however, that the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment~~

~~of the annual assessments levied against their respective Class  
 A Lots or Units. Such difference, herein called the "Deficiency  
 or", shall not include any reserve for replacements, operating  
 reserve, depreciation reserves, capital expenditures or special  
 assessments. The Declarant may at any time give written notice  
 to the Association prior to January 1 of a year, thereby ter-  
 minating effective as of the last day of February of each year  
 the responsibility for the deficiency, and giving its right to  
 evaluation from annual assessments. Upon giving such notice, or  
 upon termination of Class B membership, whichever is sooner, each  
 Lot or Unit owned by the Declarant that has a complete unit with  
 a Certificate of Occupancy, shall thereafter be assessed at  
 twenty five percent (25%) of the amount determined established  
 for Lots or Units owned by Class A members other than the  
 Declarant. Declarant shall not be responsible for any reserve  
 for replacements, operating reserves, depreciation reserves,  
 capital expenditures or special assessments. Such assessment  
 shall be pro-rated as to the remaining months of the year, if  
 applicable. Upon transfer of title of a Lot or Unit owned by the  
 Declarant, the Lot or Unit shall be assessed in the amount  
 established for Lots or Units owned by Owners other than the  
 Declarant, provided at and commencing with the month follow-  
 ing the date of transfer of title. Notwithstanding the foregoing,  
 any Lots or Units from which the Declarant derives any  
 rental income, or holds an interest as mortgagee or contract  
 seller, shall be assessed at the same amount as Lots or Units  
 owned by Owners other than the Declarant, provided at and  
 commencing with the month following the execution of the rental  
 agreement or mortgage, or the contract purchaser's entry into  
 possession, as the case may be.~~

Section 9. Date of Commencement of Annual Assessments. Due  
 Dates. The annual assessments provided for herein shall commence  
 as to all Lots or Units on the first day of the month following  
 the conveyance of a Lot or Unit to an Owner. The first annual  
 assessment shall be adjusted according to the number of months  
 remaining in the calendar year. The Board of Directors shall fix

the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Unit is binding upon the Association as of the date of its issuance.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law or \$10.00, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot or Unit.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage of record. Sale or transfer of any Lot or Unit shall not affect the assessment lien. ~~However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, and such delinquent amount shall be reallocated and assessed to all the Lots or Units as a common expense. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.~~

#### ARTICLE VI

#### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any

exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives, appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. ~~Declarants shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.~~

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

~~Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot or Unit Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot or Unit Owners. Any amendment must be recorded. In addition, approval must be obtained from eligible mortgage holders representing at least 51% of the votes of Lots or Units subject to the mortgages. If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement, the implied approval shall be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.~~

~~Section 4. Exceptions.~~

~~(a) Notwithstanding to the contrary in this Declaration, notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee such as a bank, savings and loan association or insurance company, insurers of first mortgages similar to the Federal National Mortgage Association or any governmental agency, such amendment shall be effective upon recording of such amendment, as executed by the Declarant, in the Public Records of Pasco County, Florida, without the necessity of the approval or joinder of any other Owners, or the Association. No such amendment may adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment, and shall be subject to the consent of any construction lender if said construction loan is in existence at the time of the amendment.~~

~~(b) Until the completion of the contemplated improvements on the property, and closing of all Lot or Unit sales, the Declarant specifically reserves the right,~~



~~without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or to the plan of development, as may be required by any local, governmental authority, or, as may in its judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments.~~

~~Section 5. Modals. Notwithstanding anything contained in this Declaration to the contrary, the Declarant retains the right to utilize lots or Units as modals and to conduct sales activities on the Properties. Declarant retains the right to maintain any modal centers separate and apart from any maintenance of the Properties as a whole.~~

~~ARTICLE VIII  
PARTY WALLS~~

~~Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots or Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.~~

~~Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Each Owner shall have a nonexclusive easement over and across the adjacent party's property as may be reasonably necessary to maintain and repair the party wall.~~

~~Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of~~

~~Law regarding liability for negligent or willful acts or omissions.~~

~~Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party will to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.~~

~~Section 5. Right to Contribution from Other Land. The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.~~

~~Section 6. Arbitration. In the event of any dispute arising concerning a party, will, or under the provisions of this Article, such party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.~~

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. No Lot or Unit shall be used for any purpose other than as and for a single-family residence or dwelling.

Section 2. Pets. No pets shall be kept on any Lot or Unit or in any dwelling other than cats, birds such as canaries or parakeets, and fish such as goldfish and tropical varieties. ~~However, no more than two (2) dogs owned by an original Owner at time of original purchase of the Lot or Unit from the Declaration may be kept as pets, but may not be released when they die. Such~~ permitted dogs and cats must be on a leash when outside of the Owner's dwelling, and may be walked only in the designated "pet walking area" established by the Board of Directors. No pets shall be raised for commercial purposes. In no event may any pet permitted to be kept be allowed to become a nuisance.

Section 3. Vehicle Parking. All vehicles shall be parked in designated parking areas. No trucks over 3/4 ton rated capacity or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, house

trailers, or trailers of any description shall be permitted to be parked or to be stored at any place on the Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery and other commercial services.

Section 4. Fences. No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the property except as approved in writing by the Board, which approval may be arbitrarily withheld.

~~Section 5. Clothes Drying Facility. Clothes hanging devices exterior to a residence shall be prohibited.~~

~~Section 6. Antennas. No exterior radio, television or any other electrical antennae or aerials may be erected or maintained anywhere upon any Lot or Unit, except for a common antenna system which may be installed by the Declarant. If installed, the Association will be responsible for the upkeep and maintenance of the common antenna system.~~

Section 7. Maintenance. Following the conveyance of a Lot or Unit by the Declarant, each Owner thereof shall be obligated to maintain the Lot or Unit and all improvements thereon in good condition and repair, except for such maintenance as is the responsibility of the Association pursuant to this Declaration. If the Owner shall fail to do so, either the Declarant or the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot or Unit for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor shall be secured by a lien on the Lot or Unit and added to and become a part of the Lot or Unit assessment installment next due and payable by the Owner.

ARTICLE X

MASTER ASSOCIATION AND MASTER RESTRICTIONS

Section 1. Membership. Each Owner of a Lot or Unit automatically becomes a member of the TALL PINES COMMUNITY

ASSOCIATION, INC. ("Master Association"), which is the Master Association governing all residents of the TALL PINES development. Such membership is in addition to the Owner's automatic membership in the Association, as provided in Article II of this Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, By-Laws and rules and regulations in effect from time to time.

Section 2. Master Restrictions. In addition to this Declaration, each Lot or Unit is subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for TALL PINES COMMUNITY ASSOCIATION, INC. as recorded in O.R. Book 1406, at page 1601, Public Records of Pasco County, Florida (herein, together with all other amendments thereof now or hereafter made, called the "Master Restrictions"). Pursuant to the Master Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot or Unit. Other provisions of the Master Restrictions pertain to land use, recreational facilities, architectural control and other matters. By acceptance of a deed or otherwise acquiring title to a Lot or Unit, the Owner thereof agrees to abide by the provisions of the Master Restrictions, and to uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

ARTICLE XI  
EASEMENTS

Section 1. Each Lot or Unit and the Common Area shall be subject to existing easements for public utilities purposes (including, but not limited to, telephone, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot, Unit or the Common Area in furtherance of such easements.

Section 2. The Declarant reserves the right, ~~for itself and its designee (so long as Declarant or said designee owns a Lot or Unit)~~ and for the Board of Directors of the Association, to grant and/or reserve such additional easements, including, but not limited to, irrigation, wells and pumps, cable television, electric, gas, water, telephone or other utility easement, or to relocate any existing utility easement in any portion of the property as ~~the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Lot or Unit Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots or Units for permitted purposes.~~

~~Section 3. For so long as Declarant owns any Lots or Units on the Properties, Declarant retains for itself, its successors, its interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, driveways and walkways that may from time to time exist on the property.~~

Section 4. All of the Properties and all of the Lots or Units shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or Lots or Units, or encroachments caused by the intentional or unintentional placement of utilities meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

~~Section 5. The Declarant hereby reserves the right and easement to construct, place and install on all Lots from time to~~

~~time such water and sewer lines and systems, irrigation and  
sprinkler lines and heads, control panels, and related facilities  
and equipment (the foregoing being collectively referred to  
hereafter as the "Water, Sewer and Irrigation Facilities") for  
the purpose of providing water and sewer services and irrigation  
to such lots or to other lots and Common Area within the Prop-  
erty. The Declarant shall also have and does hereby reserve  
the right of access to any such Water, Sewer and Irrigation  
Facilities. If installation occurs after the Declarant has sold  
the lot or Unit to its initial purchaser, it shall be undertaken  
so as not to interfere with the dwelling or the improvements on  
such lot or Unit. Nothing contained in this Section 5, however,  
shall obligate the Declarant to install Water, Sewer and Irriga-  
tion Facilities on any specific lot or lots. By recorded instru-  
ment, the Declarant shall have the right to waive or relinquish  
its easement rights in whole or in part, and shall also have the  
right to assign them to the Association. In addition, the  
Declarant hereby grants to the Association an easement or to each  
lot or Unit to construct, place and install additional Water,  
Sewer and Irrigation Facilities, provided that if such installa-  
tion occurs after the lot has a dwelling constructed thereon, it  
shall be undertaken so as not to interfere with the dwelling or  
other improvements on such lot; and provided further that the  
Association shall not install any Water, Sewer and Irrigation  
Facilities on lots owned by the Declarant without the Declarant's  
consent. The Declarant further grants to the Association an  
easement as to each lot or Unit for the maintenance, repair and  
replacement of any and all Water, Sewer and Irrigation Facilities  
now or hereafter constructed, placed or installed on such lot by  
either the Declarant or the Association pursuant to the authority  
of this section. By recorded instrument, the Association shall  
have the right to waive or relinquish its easement rights in  
whole or in part by action of its Board of Directors.~~

~~DECLARATION~~  
~~DECLARATION~~

~~Section 1~~

~~1. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Declarant in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as to part of the Properties initially included within the terms hereof, provided such to not occur more than (7) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner herein first set forth, no other real property owned by the Declarant or any other person or party whatsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. The provisions of this instrument shall not be construed to transfer the jurisdiction and control of the Declaration and made subject to the Declarant shall thereupon and thereafter be included within the term "Properties" used in this Declaration. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.~~

~~2. General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Land Plan" shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.~~

~~Section 3. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:~~

~~7. Additions in accordance with a General Land Plan.  
The Declarant shall have the right, free and clear, to  
determine and without need for consent or approval by  
either the Association or its members, to bring within the  
jurisdiction and control of the Association and make subject  
to the scheme of this Declaration, any additional land in  
the Declaration a sole proprietorship, partnership, corporation,  
or otherwise as Common Law.~~

~~8. Mergers. Upon a merger or consolidation of the  
Association with another corporation or partnership provided  
in its articles, its property, franchises, real or personal or  
rights and obligations may, by operation of law, be  
transferred to the surviving or consolidated corporation or,  
alternatively, the property, rights and obligations of the  
other corporation or partnership, by operation of law, be  
added to the property, rights and obligations of the  
Association or the surviving corporation pursuant to a  
merger, the surviving or consolidated corporation forming  
the Association. The covenants and restrictions established by  
this Declaration shall apply together with the  
covenants and restrictions established upon any other land  
of the scheme. No such merger or consolidation, however,  
shall effect any revocation, change or addition to the  
covenants established by this Declaration with the  
Declarant.~~

Section 3. General Provisions Regarding Additions to the  
Properties.

~~7. The additions authorized under Section 2 (A) of this  
Article shall be made by the Declarant filing of record a  
Supplement to Declaration of Covenants, Conditions and  
Restrictions with respect to the additional land extending  
the terms of the covenants and restrictions of this Decla-  
ration to such land, except as hereinafter provided in  
Section 3 (C). Such Supplement need only be executed by the  
Declarant and shall not require the input or consent of  
the Association or its members. Such Supplement may contain~~



~~such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described as attached Exhibit "A".~~

~~3. Regardless of which of the foregoing methods is used to add additional land to the subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owner of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.~~

~~6. Nothing contained in this ARTICLE VII shall obligate the Declarant to make additions to the Properties.~~

~~Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class I voting rights as to the Lots or Units thereof as is previously provided by this Declaration.~~

~~Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots or Units which it owns, upon the same terms and conditions~~

~~as contained in ARTICLE V of this Declaration, and shall have the same right as children provided to waive fee exemption, and become subject to assessment of twenty five percent (25%) of the annual assessment established for lots or units owned by Class I members other than the Declarant.~~

~~Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Units or Land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by this Declaration to other Owners of Class I Lots or Units.~~

~~Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Units or Land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be subject to assessments, annual, special and otherwise in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class I Lots or Units within the Properties.~~

ARTICLE VIII

PARKING AND STORAGE

~~Section 1. Parking and Storage - Generally. The Declarant shall construct sufficient covered parking and storage facilities so that each Lot or Unit can be assigned a covered parking space and storage area. In addition, the Declarant shall also provide on the Common Area for uncovered parking spaces to be used for general and guest parking in accordance with Rules and Regulations of the Board of Directors.~~

~~Section 2. Assignment of Covered Parking and Storage Areas. The Declarant shall assign to each Lot or Unit a specific covered parking space, carport or garage and storage area, which assignment shall be evidenced by a nonrecordable certificate filed with the Secretary of the Association. All spaces assigned shall refer to the "Parking and Storage Map" on file with the Association. The assignment of a covered parking space, carport or garage and storage area shall grant the Owner of such Lot or Unit~~

~~the exclusive easement and right to use the space, to the extent  
of all other lots on Unit A, and shall have right  
appertaining to the lot or Unit. Such right may not be assigned  
or separated from ownership of the lot or Unit, but shall pass  
with title to the lot or Unit. Notwithstanding, a lot or Unit  
Owner may permit another lot or Unit Owner to use his assigned  
covered parking space, carport or garage and storage area, but  
may not receive compensation or consideration therefor.~~

~~Section 3. Maintenance. The Association shall be responsi-  
ble to maintain, repair and replace all uncovered parking areas,  
storage areas and covered parking spaces, carports and the  
entirety of the Common Area, except as hereafter  
provided. It is expressly agreed and understood, however, that  
the Association shall have no responsibility for the safety or  
security of any storage area or any covered storage area, use of  
any parking or storage area shall be at the sole risk and under  
the supervision of, and notwithstanding the maintenance  
responsibility of the Association set forth above, in the event  
that the need for maintenance, repair or replacement is caused  
through the negligence or negligent act of an Owner, or through the  
willful or negligent acts of the guests or invitees of an Owner,  
the cost of such maintenance, repair or replacement shall be the  
obligation of the Owner, and shall be added to and become a part  
of the cost of such assessment and payment here and payable by  
such Owner. An Owner may not park or otherwise make any change  
or alteration whatsoever on covered parking space, carport or  
storage or storage area without the prior written approval of the  
Association, which may be withheld by it in its sole discretion.~~

~~Section 4. Use Subject to Rules and Regulations. Notwith-  
standing the exclusive use rights granted by the assignment of a  
covered parking space, carport or garage and storage area, the  
use thereof shall be, and shall times remain, subject to the  
Rules and Regulations adopted by the Board of Directors from time  
to time. In addition, the Association shall have access to all  
such areas or spaces for the exercise of its rights and respon-  
sibilities under this Declaration.~~

ARTICLE XIV

HOMESTEAD

By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot or Unit shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

ARTICLE XV

SPECIAL PROVISIONS TO SATISFY THE REQUIREMENTS  
OF FEDERAL NATIONAL MORTGAGE ASSOCIATION

1. The Association shall allow all Owners, their lenders, insurers, and guarantors of first mortgages to inspect, during normal business hours, all of the records, books and financial statements of the Association.
2. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot or Unit in the Properties.
3. The Association shall maintain an adequate reserve fund for the periodic maintenance and repair and replacement of improvements of the Common Area, which shall be funded from regular monthly assessments for common expenses.
4. Upon written request, the Association shall furnish the following notices to the holder, insurer, or guarantor of any mortgage on any Lot or Unit in the Properties:
  - (a) Notice of any condemnation or casualty loss that affects a material portion of the Property or the applicable Lot or Unit.
  - (b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Lot or Unit.
  - (c) Notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond.

maintained by the Association.

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

5. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

6. As used herein, the terms "institutional mortgagee" or "lender" shall be deemed to include the Federal National Mortgage Association, the Federal Housing Authority and the Veterans Administration, as applicable.

~~7. A working capital fund is required for the initial months of the project's operation equal to at least two months' assessments for each Lot or Unit. Each Lot or Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sales of each Lot or Unit and maintained in an account for the use and benefit of the Association.~~

8. The right of a unit owner to sell, transfer, or otherwise convey his or her Lot or Unit is not subject to any right of first refusal or similar restriction.

9. The constituent documents do not restrict the Lot or Unit owner's right to mortgage his or her Lot or Unit. In addition, they do not limit the Lot or Unit owner's financing options by requiring the use of a specific lending institution or a particular type of lender.

10. The marketing and sales of the Lots or Units in the project shall comply with any applicable "Blue Sky" law or other laws of the jurisdiction or locality governing the development and sale of real property, the Securities Act of 1933, or the Securities Exchange Act of 1934.

ARTICLE XVI

INSURANCE

Section I. Duty to Insure. The Association and each Owner shall maintain in full and effect the policies of insurance

required under this Article. Policies of the Association may provide for the issuance of mortgagee endorsements to the holders of first mortgages upon Lots or Units and, if the insurance company will agree, may provide that the insurer waive his right of subrogation against or between the individual Owners, the Association, or its delegate.

~~Section 2. Common Area Property Coverage. The Association or its delegate shall insure all Common Area and Property through non-assessable policies with companies licensed to do business in the State of Florida, against destruction or loss by fire and other causes, in amounts and upon terms and provisions as it shall deem acceptable. All structural improvements upon real property shall be covered for their replacement value. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to the Common Area and Property covered by the policy, with any excesses to be paid to the Owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in a form or manner which is at least equal to the original quality. If the insurance proceeds are insufficient to cover the loss the Association shall have a claim against the Lot or Unit Owner in accordance with the provisions of this Declaration to cover the deficiency.~~

~~Section 3. Election Not to Repair. If the Common Area and Property are damaged or destroyed in excess of fifty percent (50%) of its value at the time of loss, and if seventy-five percent (75%) of all Owners shall elect not to rebuild, repair or replace the Common Area or Property, the insurance proceeds shall be distributed to the Owners and their mortgagees as their interest may appear.~~

~~Section 4. Liability Insurance. The Association shall obtain and keep in effect a comprehensive public liability insurance policy insuring the Association, its Board of Directors, Officers and the Owners who are its members, against possible liabilities arising out of the use and ownership of the Common Area and Property. This policy shall be in an amount of not~~

~~less than \$500,000.00 for claims or damages for personal injuries from any single cause to any one person, and for not less than \$1,000,000.00 to cover. In connection with any one particular accident or occurrence, the total aggregate of any claims for personal injuries alleged against the insured parties. The insurance shall also provide for a minimum of \$50,000.00 property damage coverage.~~

Section 5. Additional Insurance. The Association is authorized to carry such further policies of insurance as may, from time to time, be required by state law, or as its Board of Directors may seem appropriate.

~~Section 6. Insurance Coverage by Owners. Each Owner must keep in full force and effect at all times a full replacement value insurance policy insuring his Lot and Living Unit, and also providing coverage for the Owner's personal tort liability in amounts set and determined by the Association. Premiums for such insurance shall be paid for annually, and proof of payment shall be furnished to the Association, together with a copy of all such policies. In the alternative and in its option, the Association may purchase the replacement value insurance for the Living Units and the liability coverage for the Lots or Units with the costs of such insurances then being included as a part of the regular budget of the Association expenses, assessable and collectible as set forth elsewhere herein. In such event, the Association shall not be liable or responsible to any Lot or Unit Owner for the advocacy of such insurance coverage.~~

ARTICLE XVII

TERMINATION

This Declaration may be terminated at any time by an instrument signed by the Class B Member, if any, and by not less than eighty percent (80%) of the Owners of all Lots or Units which are subject to these provisions, and the consent and concurrence of a majority of all Mortgagees having First Mortgage interests in Lots or Units.

IN WITNESS WHEREOF, the undersigned, being the Declarant  
herein, has hereunto set its hand and seal this 15th day of  
April, 1985.

Signed, sealed and delivered  
in the presence of:

AMERICAN MANAGEMENT AND  
DEVELOPMENT CORPORATION

William A. Chase

By: Frank P. Macagnone  
Frank P. Macagnone, President

Donald J. Stearns

Billy R. Barnes  
Billy R. Barnes, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Polk

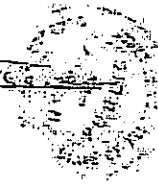
BEFORE ME, a Notary Public in and for the State and County  
aforesaid, duly authorized to take acknowledgments, personally  
appeared Frank P. Macagnone and Billy R. Barnes as President and  
Secretary respectively of AMERICAN MANAGEMENT AND DEVELOPMENT  
CORPORATION, to me well known, and they acknowledged before me  
that they executed, sealed and delivered the foregoing Declara-  
tion of Covenants, Conditions and Restrictions for the uses and  
purposes therein expressed, as such officers, by authority and on  
behalf of said corporation, as the free act and deed of said  
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal at Polk County, said County and State, this  
15th day of April, 1985.

Donald J. Stearns  
Notary Public

My commission expires:

None  
My term of office is:





CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, THAT:  
SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a  
Florida Corporation ("Mortgagee"), the owner and holder of a  
MORTGAGE from AMERICAN MANAGEMENT & DEVELOPMENT CORPORATION, a  
Florida Corporation, in the original amount of \$9,000,000.00  
recorded in Official Records Book 1333, page 465, Public Records  
of Pasco County, Florida, hereby consents to the Declaration of  
Covenants, Conditions and Restrictions of Hunt Ridge, and the  
recording of such declaration in the Public Records of Pasco  
County, Florida.

Dated this 17th day of April, 1985.

Signed, sealed and delivered  
in the presence of:

Debra A. King  
Debra A. King

SUNRISE SAVINGS AND LOAN  
ASSOCIATION OF FLORIDA, a Florida  
Corporation

By: William C. Frame  
WILLIAM C. FRAME  
EX. V. P.

(Corporate Seal)

STATE OF FLORIDA

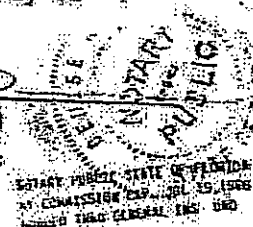
COUNTY OF PALM BEACH

Before me this day personally appeared William C. Frame  
as Exec. Vice President of SUNRISE SAVINGS AND LOAN ASSOCIATION OF  
FLORIDA, a Florida Corporation, to me well known and known to me  
to be the person described in and who executed the foregoing  
instrument and acknowledged to and before me that he executed said  
instrument for the purposes stated therein.

Witness my hand and official seal this 17th day of  
March, 1985.

Debra A. King  
Notary Public

My Commission Expires:



RECORD VERIFIED

By: M. Hernandez

MAY 31 1 35 PM '85  
CLERK OF PASCO COUNTY, FL  
TALLAHASSEE, FLORIDA

158133

13

REC	
ST	
SUR	
INT	
TOT	9.00

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

FOR  
HUNT RIDGE

200006 10 9370 12-12-85 2102  
11:32  
RECORDING  
01 00 40 1 9.00  
10 CASH TOTAL 2 9.00

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for HUNT RIDGE, is made this 2nd day of December, 1985, pursuant to the provisions of Article VII, Section 4(b), of the Declaration of Covenants, Conditions and Restrictions for HUNT RIDGE, which is duly recorded in the Public Records of Pasco County, Florida, at O.R. Book 1419, Page 281. The foregoing Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

1. Article V, Section 2, is hereby amended to delete the following words from the last sentence: "including covered parking, carports and the exterior of garages."

2. Article V, Section 3, is hereby amended to read as follows: The Association shall provide exterior maintenance upon each Lot or Unit which is subject to assessment hereunder, as follows: care of lawns, shrubs and irrigation systems.

In the event that the need for maintenance or repair of a Lot or Unit or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful negligent acts of the family, guests or invitees of the Owner of the Lot or Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Unit is subject.

3. Article V, Section 4, is hereby amended to delete the following words from the second sentence of that Section as follows: "fertilizing and pest control, as appropriate, and any other lawn maintenance service which may be deemed advisable from time to time by the Association."

4. Article VIII is deleted in its entirety since it has no application to this particular single family lot development.

5. Article XIII is deleted in its entirety since it has no application to this particular single family lot development.

OR BK 9177 PG 437  
34 of 45

O.R. 1465 PG 1887

FILED FOR LC NO  
DEC 12 6 20 PM '85  
203381

6. All of the other terms and provisions of the original Declaration of Covenants, Conditions and Restrictions, as amended, are herein by reference and made a part hereof.

This Amendment is made by AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, a Florida Corporation, the day and year first above written.

Signed, sealed and delivered in the presence of:

Felucia A. Chason  
Scott R. Spaul

AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION

By: Frank P. Macagnone  
President

(corp. seal)

STATE OF FLORIDA

COUNTY OF PASCO

I HEREBY CERTIFY that on this 2nd day of December, 1985, before me personally appeared Frank P. Macagnone, as President, of AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, a Florida Corporation, to me known to be the person described in and who executed the foregoing Amendment on behalf of said Corporation and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, on the day and year last aforesaid.

Felucia A. Chason  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Aug 28, 1988  
Bonded by SAFECO Insurance Company of Florida

R. JOHN M. FROMMELT  
2380 US Hwy 19 N  
PALM HARBOR FL 33563

202

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
HUNT RIDGE

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for HUNT RIDGE, is made this 25 day of ~~December~~ <sup>SEPTEMBER</sup>, 1986, pursuant to the provisions of Article VII, Section 4(b), of the Declaration of Covenants, Conditions and Restrictions for HUNT RIDGE, which is duly recorded in the Public Records of ~~Dade~~ <sup>Dade</sup> County, Florida, at O.R. Book 1419, Page 281. The ~~following~~ <sup>above</sup> Declaration of Covenants, Conditions and Restrictions is hereby amended as follows:

200007104275092300  
09:35  
RECORDING  
01 00 40  
10 CAN TUNE 1  
9.00  
7.15

1. Article V, Section 2, is hereby amended to delete the following words from the last sentence: "including covered parking, carports and the exterior of garages."

2. Article V, Section 3, is hereby amended to read as follows: The Association shall provide exterior maintenance upon each Lot or Unit which is subject to assessment hereunder, as follows: care of lawns, shrubs and irrigation systems.

In the event that the need for maintenance or repair of a Lot or Unit or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful negligent acts of the family, guests or invitees of the Owner of the Lot or Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot or Unit is subject.

3. Article V, Section 4, is hereby amended to delete the following words from the second sentence of that Section as follows: "fertilizing and pest control, as appropriate, and any other lawn maintenance service which may be deemed advisable from time to time by the Association."

4. Article VIII is deleted in its entirety since it has no application to this particular single family lot development.

5. Article XIII is deleted in its entirety since it has no application to this particular single family lot development.

6. All of the other terms and provisions of the original Declaration of Covenants, Conditions and Restrictions, as amended, are herein by reference and made a part hereof.

This Amendment is made by AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, a Florida Corporation, the day and year first above written.

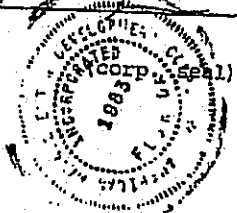
Signed, sealed and delivered in the presence of:

AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION

Shirley Beck Steinhilber

Kathleen P. Smith

By: Frank P. Macagnone  
President



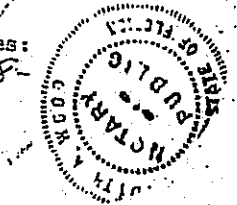
STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this 19th day of September, 1986, before me personally appeared Frank P. Macagnone, as President, of AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, a Florida Corporation, to me known to be the person described in and who executed the foregoing Amendment on behalf of said Corporation and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, on the day and year last aforesaid.

Judith A. McAllister  
Notary Public

My Commission Expires:  
Nov, 1988



**R** AMERICAN MANAGEMENT & DEVELOPMENT  
2320 U.S. 19 W.  
PALM HARBOR, FLA. 33563

FILED IN RECORD  
280107  
SEP 23 2 30 PM '86  
CLERK OF COURT  
COUNTY OF PASCO, FLA.

1300

100004 10 1537 02-27-86 1003  
14:43  
RECORDING  
01 00 40 1 13.00  
10 CASH TOTAL 1 13.00

FIRST SUPPLEMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
HUNT RIDGE

WHEREAS, American Management and Development Corporation, hereinafter called "Declarant", did cause a Declaration of Covenants, Conditions and Restrictions for Hunt Ridge to be recorded on May 31, 1985, in Official Records Book 1419 at Page 281, Public Records of Pasco County, Florida, said Declaration being hereinafter referred to as the "Declaration", and

WHEREAS, the Declaration reserved unto Declarant, the right to annex additional property to the Properties previously made subject to the Declaration;

NOW, THEREFORE, American Management and Development Corporation, as Declarant, hereby amends the Declaration as follows:

Article 1 section 3 is hereby amended as follows:

"Properties" shall mean and refer to that certain real property described on attached Exhibit A to the Declaration together with the property described in Exhibit A attached to the First Supplement to the Declaration and incorporated therein by reference, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association, and be made subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, in its capacity as Declarant has caused this First Supplement to the Declaration of Covenants, Conditions

STATE TITLE & ABSTRACT, INC.  
2509-G SUGGERY ROAD  
CLEWATER, FL 33516  
PH. 813 - 530-9001

221926  
FEB 27 3 20 PM '86

and Restrictions to be signed by its duly authorized officer and its corporate seal affixed herewith the 17th day of February, 1986.

Signed, Sealed and Delivered in the presence of:

American Management and Development Corporation

[Handwritten Signature]  
[Handwritten Signature]

By: [Handwritten Signature]

Attes: [Handwritten Signature]

(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 17th day of February, 1986 by Frank Madrynos and [Handwritten Name], as President and [Handwritten Name] Secretary, respectively, of American Management and Development Corporation, on behalf of said Corporation.

[Handwritten Signature]  
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Nov 1 1988

**EXHIBIT A**

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS HUNT RIDGE UNIT 11 - TALL PINES AT RAYER RIDGE, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA; THENCE N00°18'38"E, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1,330.97 FEET; THENCE N89°55'17"W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4, 271.15 FEET TO THE POINT OF BEGINNING; THENCE N89°55'17"W, CONTINUING ALONG SAID SOUTH LINE 950.67 FEET; THENCE N02°03'35"E, ALONG THE PROPOSED EASTERLY RIGHT OF WAY LINE OF MASSACHUSETTS AVENUE 69.64 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 840.00 FEET, A CENTRAL ANGLE OF 62°16'00", A CHORD BEARING N03°11'35"E, 868.61 FEET, AN ARC DISTANCE OF 512.88 FEET; THENCE N64°19'36"E, ALONG SAID RIGHT OF WAY 432.18 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE BY A CURVE TO THE LEFT HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 04°50'27", A CHORD BEARING N61°54'21"E, 106.42 FEET, AN ARC DISTANCE OF 106.45 FEET; THENCE LEAVING SAID RIGHT OF WAY S32°10'24"E, 680.25 FEET; THENCE S39°04'36"W, 591.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.76 ACRES, MORE OR LESS.

O. R. 1483 PG 1440

OR BK 9177 PG 443  
40 of 45



OR BK 9177 PG 444  
41 of 45

40 Rec. 13.00  
41 S.  
43 M.  
TOT. 13.00

SECOND SUPPLEMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF HUNT RIDGE  
TO ADD HUNT RIDGE UNIT 12

STATE TITLE & ABSTRACT, INC.  
2550-B NURSERY ROAD  
CLEARWATER, FL 33546  
PH. 813 - 530-9904

WHEREAS, AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, FRANK P. MACAGNONE and BILLY R. BARNES, as General Partners of TALL PINES, LIMITED, a Florida Limited Partnership, hereinafter called "Declarant", did cause a Declaration of Covenants, Conditions and Restrictions for HUNT RIDGE to be recorded on May 31, 1985, in Official Records Book 1419 at Page 281, Public Records of Pasco County, Florida, said Declaration being hereinafter referred to as the "Declaration", and

WHEREAS, Declarant did thereafter add additional properties to HUNT RIDGE by a First Supplement to the Declaration, which property was known as HUNT RIDGE UNIT 11, as recorded in Plat Book 24, Page 77 of the Public Records of Pasco County, Florida, and

WHEREAS, the Declaration reserved unto Declarant, the right to annex additional property to the Properties previously made subject to the Declaration; and

WHEREAS, the Declaration wishes to add the following real property to the Hunt Ridge development to be known as HUNT RIDGE UNIT 12;

NOW, THEREFORE, AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, FRANK P. MACAGNONE and BILLY R. BARNES, as Declarant, hereby amend the Declaration as follows:

"Properties shall mean and refer to that certain real property described on attached "Exhibit A" to the Declaration together with the property described in "Exhibit A" attached to this Second Supplement to the Declaration and incorporated therein by reference, and such other additions thereto as may hereafter be brought with the jurisdiction of the Association, and be made subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, in its capacity as Declarant has caused this Second Supplement to the Declaration of

Covenants, Conditions and Restrictions to be signed by its duly authorized officer and its corporate seal affixed herewith the 4 day of DECEMBER, 1986.

Signed, Sealed and Delivered in the presence of:

TALL PINES, LIMITED, a Florida Limited Partnership

GENERAL PARTNERS:

AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION

M. R. Doherty

By Frank P. Macagnone President

Judith A. McAllister

ATTEST: Billy R. Barnes (Corporate Secretary)



Billy R. Barnes  
Billy R. Barnes, General Partner  
Frank P. Macagnone  
Frank P. Macagnone, General Partner

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 4 day of December, 1986, by FRANK P. MACAGNONE and BILLY R. BARNES, as President and Secretary, respectively, of AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION, on behalf of said Corporation, and individually, as as General Partners of TALL PINES, LIMITED, a Florida Limited Partnership.

Judith A. McAllister  
Notary Public

My Commission expires: Nov 1988

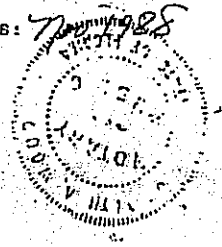


EXHIBIT A

TO SECOND SUPPLEMENT  
To Declaration of Covenants, HUNT RIDGE

THE UNDERSIGNED OWNER OF THE LANDS SHOWN ON THIS PLAT TO BE KNOWN AS HUNT RIDGE UNIT 12 TALL PINES AT RIVER RIDGE, A SUBDIVISION OF A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 25 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 32; THENCE N0°18'00"E, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 939.21 FEET; THENCE LEAVING SAID WEST LINE N12°14'12"E, A DISTANCE OF 136.74 FEET FOR A POINT OF BEGINNING; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 271.00 FEET, A CENTRAL ANGLE OF 20°26'42", A CHORD BEARING S77°09'57"W, 96.19 FEET, AN ARC DISTANCE OF 96.70 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 25°57'41", A CHORD BEARING S74°24'28"W, 152.74 FEET, AN ARC DISTANCE OF 154.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°59'21", A CHORD BEARING N77°04'42"W, 33.13 FEET, AN ARC DISTANCE OF 36.21 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 189.00 FEET, A CENTRAL ANGLE OF 34°12'41", A CHORD BEARING N52°41'22"W, 111.18 FEET, AN ARC DISTANCE OF 112.85 FEET; THENCE N69°47'39"W, 10.37 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 207.00 FEET, A CENTRAL ANGLE OF 28°13'44", A CHORD BEARING N83°54'31"W, 100.96 FEET, AN ARC DISTANCE OF 101.99 FEET; THENCE N18°01'23"W, 13.00 FEET; THENCE S81°58'37"W, 310.57 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 57°44'02", A CHORD BEARING N69°09'22"W, 265.53 FEET, AN ARC DISTANCE OF 277.10 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 27°15'58", A CHORD BEARING N26°39'22"W, 23.57 FEET, AN ARC DISTANCE OF 23.79 FEET; THENCE N13°01'23"W, 189.45 FEET; THENCE N33°34'10"E, 43.59 FEET; THENCE ALONG THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF MASSACHUSETTS AVENUE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,470.00 FEET, A CENTRAL ANGLE OF 27°47'44", A CHORD BEARING S85°56'28"E, 706.13 FEET, AN ARC DISTANCE OF 713.10 FEET; THENCE S72°02'138"E, ALONG SAID RIGHT OF WAY LINE 395.93 FEET; THENCE ALONG SAID RIGHT OF WAY LINE BY A CURVE TO THE LEFT HAVING A RADIUS OF 1,530.00 FEET, A CENTRAL ANGLE OF 00°26'59", A CHORD BEARING S72°16'08"E, 12.01 FEET, AN ARC DISTANCE OF 12.01 FEET; THENCE S12°14'12"W, 160.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7.218 ACRES, MORE OR LESS.

HAVE CAUSED SAID LAND TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON; AND DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES AND PASCO COUNTY, FLORIDA, ALL EASEMENTS AS SHOWN AND REPLICED HEREON; AND FURTHER DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND PASCO COUNTY, FLORIDA, ALL LANDS WHICH OR WITHIN WHICH UTILITY IMPROVEMENTS OR FACILITIES EXIST; AND FURTHER DO HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC AND PASCO COUNTY, FLORIDA, ALL UTILITY IMPROVEMENTS AND FACILITIES INCLUDING BUT NOT LIMITED TO WATER AND SEWER LINES OR PIPES, FIRE HYDRANTS, LIFT STATIONS, PUMPING STATIONS, BUILDINGS, SEWAGE DISPOSAL PLANTS, AND OTHER UTILITY PLANTS AND OTHER APPROPRIATE FACILITIES, LYING WITHIN OR UPON THE LANDS REPLICED ON THIS PLAT AND SHOWN ON AS-BUILT PLANS FILED WITH THE COUNTY FOR SUCH LANDS; AND FURTHER DO HEREBY RESERVE UNTO MYSELF, MY HEIRS, SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ALL SUCH DEDICATED LANDS, UTILITY IMPROVEMENTS OR FACILITIES AND APPURTENANCES WITHIN SUCH TIME AS THE OPERATION AND MAINTENANCE OF SAID LANDS, IMPROVEMENTS, FACILITIES AND APPURTENANCES IS ASSUMED BY PASCO COUNTY, FLORIDA; AND FURTHER DO HEREBY RESERVE UNTO MYSELF, MY HEIRS, SUCCESSORS, ASSIGNS OR LEGAL REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO THE PRIVATE UTILITY FURNISHING WATER AND SEWER SERVICES AND APPURTENANCES THEREON, THE TITLE TO ANY LANDS OR IMPROVEMENTS DEDICATED TO THE PUBLIC OR THE COUNTY IF FOR ANY REASON SUCH DEDICATION SHALL BE EITHER VOLUNTARILY OR INVOLUNTARILY VACATED, VOIDED OR INVALIDATED.

100002 10 4830 12-11-86 1003  
11:53  
CASH TOTAL 1 13.00

RECORD VERIFIED  
HER PITHMAN  
CLERK OF PASCO COUNTY  
*[Signature]*

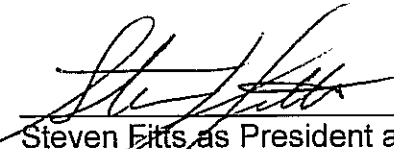
O. R. 1562 PG 0342

98, 44 80 71 11 300  
PLAT 111603  
RECORD FOR 03-02-14

AFFIDAVIT OF STEVEN FITTS

STATE OF FLORIDA  
COUNTY OF PASCO

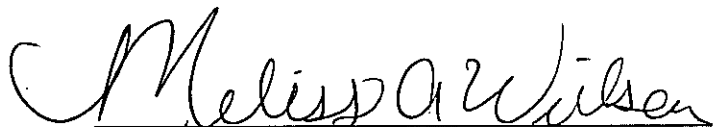
1. My name is Steven Fitts and I make these statements based on my own personal knowledge.
2. I am President of and a member of the Board of Directors of Hunt Ridge at Tall Pines, Inc.
3. The Board of Directors of Hunt Ridge at Tall Pines, Inc. caused a Statement of Marketable Title Action, in substantially the form set forth in Florida Statutes (2014) Section 712.06(1)(b), to be mailed or hand delivered to the members of Hunt Ridge at Tall Pines, Inc. not less than seven days prior to the meeting where, on March 23, 2015, the preservation and protection, for another thirty years, of portions of the Declaration of Covenants, Conditions, and Restrictions for Hunt Ridge as recorded in O.R. Book 1419 beginning at Page 281 of the Public Records of Pasco County, Florida as amended by those certain instruments recorded in O.R. Book 1465 beginning at Page 1887 and O.R. Book 1539 beginning at Page 1368 of the Public Records of Pasco County, Florida, and as may be amended from time to time, as supplemented by the First Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge as recorded in O.R. Book 1483 beginning at Page 1438 of the Public Records of Pasco County, Florida and as supplemented by the Second Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge to add Hunt Ridge Unit 12 as recorded in O.R. Book 1562 beginning at Page 340 of the Public Records of Pasco County, Florida was approved by at least two-thirds of the members of the Board of Directors of Hunt Ridge at Tall Pines, Inc. **A copy of said Statement of Marketable Title Action, which was included in the notice of the aforementioned meeting, is attached hereto and made a part hereof.**

  
 \_\_\_\_\_  
 Steven Fitts as President and Director of  
 Hunt Ridge at Tall Pines, Inc.

Sworn to and subscribed before me by Steven Fitts as President of and Director of Hunt Ridge at Tall Pines, Inc. on behalf of said corporation this 14<sup>th</sup> day of April, 2015. Steven Fitts is personally known to me or he produced the following identification:

Personally known



  
 \_\_\_\_\_  
 Notary Public-State of Florida Melissa A. Wilson

**EXHIBIT B**

Hunt Ridge at Tall Pines, Inc.  
c/o Parklane Real Estate Services, 8048 Old  
County Road 54, New Port Richey, FL 34653

## Notice of Meeting

OR BK 9177 PG 448  
45 of 45

February 13, 2015

Dear Homeowner,

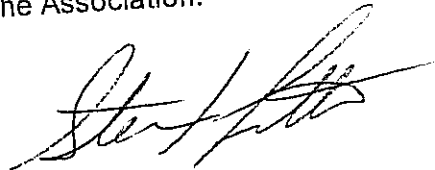
A Special Meeting of the Board of Directors of the Association will be held Monday, March 23, 2015 at 7:00 P.M. at the Tall Pines Clubhouse, 10930 Tall Pines Blvd, New Port Richey, Florida.

The purpose of this meeting is to extend the duration of portions of the Declaration of Covenants, Conditions, and Restrictions for Hunt Ridge, as amended, for an additional 30 years. In conjunction therewith, we are providing you with the following statement:

### STATEMENT OF MARKETABLE TITLE ACTION

Hunt Ridge at Tall Pines, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions, and Restrictions for Hunt Ridge as recorded in O.R. Book 1419 beginning at Page 281 of the Public Records of Pasco County, Florida as amended by those certain instruments recorded in O.R. Book 1465 beginning at Page 1887 and O.R. Book 1539 beginning at Page 1368 of the Public Records of Pasco County, Florida, and as may be amended from time to time, as supplemented by the First Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge as recorded in O.R. Book 1483 beginning at Page 1438 of the Public Records of Pasco County, Florida and as supplemented by the Second Supplement to the Declaration of Covenants, Conditions, and Restrictions of Hunt Ridge to add Hunt Ridge Unit 12 as recorded in O.R. Book 1562 beginning at Page 340 of the Public Records of Pasco County, Florida, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Sincerely,



Steven Fitts as President of  
Hunt Ridge at Tall Pines, Inc.  
for the Board of Directors