

Prepared by and Return to:  
H. Web Melton III, Esq.  
Bush Ross P.A.  
1801 N. Highland Ave.  
Tampa, Florida 33602

---

**NOTICE OF PRESERVATION OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SPRING LAKE HOMEOWNERS ASSOCIATION OF PALM HARBOR, INC.**

Pursuant to Chapter 712, *Florida Statutes*, The Marketable Record Title Act ("MRTA"), the undersigned does record this Notice of Preservation of Covenants, Conditions and Restrictions ("Notice") to preserve and protect the declaration of covenants, conditions, and restrictions identified herein from extinguishment by operation of MRTA.

1. This Notice is filed by Spring Lake Homeowners Association of Palm Harbor, Inc., a Florida not for profit corporation (the "Association"), charged with the enforcement of the rights, obligations and duties set forth in Declaration of Covenants, Conditions and Restrictions for Spring Lake recorded in Official Records Book 1406 at Page 1662 *et seq.* of the Public Records of Pasco County, Florida, with a post office address of: 40347 US Highway 19 North, Suite 113, Tarpon Spring, FL 34689.

3. A full and complete description of the lands affected by this Notice is attached hereto as **Exhibit A**.

4. The required affidavit pursuant to Fla. Stat. §712.06(1)(b) of a member of the Board of Directors of the Association (the "Board") affirming that the Board did provide the required notice to the members of the Association as required under the provisions of MRTA is attached hereto as **Exhibit B**.

5. This Notice preserves the Declaration of Covenants, Conditions and Restrictions for Spring Lake recorded in Official Records Book 1406 at Page 1662 *et seq.* of the Public Records of Pasco County, Florida, as amended, and attached hereto as composite **Exhibit C**. This preservation action shall include and extend to all amendments of said Declaration.

6. The effective date of the root of title for the first title transaction for the Declaration of Covenants, Conditions and Restrictions for Spring Lake recorded in Official Records Book 1406 at Page 1662 *et seq.* of the Public Records of Pasco County, Florida, is May 31, 1985, as evidenced by the title transaction recorded on May 31, 1985 in Official Records Book 1419 at Pages 007 of the Public Records of Pasco County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

This Notice of Preservation of the Declaration of Covenants, Conditions and Restrictions for Spring Lake is executed this 26<sup>th</sup> day of May 2015 by the undersigned.

Witnesseth:

SPRING LAKE HOMEOWNERS ASSOCIATION OF PALM HARBOR, INC.

*Tatiana Bartek*

Print: Tatiana Bartek

*Edward Barick*

Print: Edward Barick

By: *Lester Hadnott*

Lester Hadnott  
President

Attest: *Edward Barick*

Edward Barick  
Board Member

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26 day of MAY, 2015, by Lester Hadnott, President, and Edward Barick, Secretary, of Spring Lake Homeowners Association of Palm Harbor, Inc., who  are personally known to me or  produced a \_\_\_\_\_ and \_\_\_\_\_, Drivers License as identification, who executed the foregoing instrument and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 26 day of May, 2015.

(SEAL)

*Irene Karagianis*  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires: JUNE 6, 2017

IRENE KARAGIANIS  
(Print, Type or Stamp Name)

My Commission Expires:



LEGAL DESCRIPTION

The undersigned, owner of the lands shown on this plat to be known as SPRING LAKE UNIT 40, TALL PINES AT RIVER RIDGE UNIT 40, a subdivision of a portion of Section 31, Township 25 South, Range 17 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the East 1/4 corner of said Section 31; thence N 00° 18' 00" E, along the East line of the Northeast 1/4 of said Section 31, for 315.85 feet; thence N 89° 42' 00" W, for 205.40 feet to the POINT OF BEGINNING; thence S 83° 14' 12" W, for 229.07 feet; thence N 32° 20' 53" W, for 379.52 feet to the point of intersection with a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 97.39 feet, a central angle of 09° 24' 47", an arc length of 16.00 feet and a chord bearing N 01° 26' 59" W, for 15.98 feet; thence N 57° 39' 07" E, for 108.71 feet; thence N 05° 54' 52" W, for 24.87 feet; thence N 08° 01' 23" W, for 136.34 feet; thence S 81° 58' 37" W, for 178.57 feet to the point of curvature of a curve concave to the North; thence northwesterly along the arc of said curve, having a radius of 325.00 feet, a central angle of 58° 26' 14", an arc length of 331.47 feet and a chord bearing N 68° 48' 16" W, for 317.29 feet to the point of reverse curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 50.00 feet, a central angle of 15° 33' 49", an arc length of 13.58 feet and a chord bearing N 47° 22' 03" W, for 13.54 feet to the point of reverse curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 200.00 feet, a central angle of 42° 07' 35", an arc length of 147.05 feet and a chord bearing N 34° 05' 10" W, for 143.75 feet to the point of tangency; thence N 13° 01' 23" W, for 86.38 feet; thence N 59° 36' 55" W, for 43.59 feet to the point of intersection with a curve concave to the Southeast, said point also being a point on the southeasterly right-of-way line of Massachusetts Avenue; thence along said southeasterly right-of-way line and northeasterly along the arc of said curve having a radius of 1470.00 feet, a central angle of 06° 22' 10", an arc length of 163.42 feet and a chord bearing N 76° 58' 37" E, for 163.33 feet; thence S 33° 34' 10" W, for 43.59 feet; thence S 13° 01' 23" E, for 189.45 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 50.00 feet, a central angle of 27° 15' 58", an arc length of 23.79 feet and a chord bearing S 26° 39' 22" E, for 23.57 feet to the point of compound curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 275.00 feet, a central angle of 57° 44' 02", an arc length of 277.10 feet and a chord bearing S 69° 09' 22" E, for 285.53 feet to the point of tangency; thence N 81° 58' 37" E, for 310.57 feet; thence S 08° 01' 23" E, for 13.00 feet to the point of radial intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 207.00 feet, a central angle of 81° 58' 39", an arc length of 223.91 feet and a chord bearing S 67° 02' 03" E, for 213.16 feet; thence S 53° 57' 16" W, for 24.00 feet to the point of radial intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 183.00 feet, a central angle of 12° 44' 40", an arc length of 40.70 feet and a chord bearing S 29° 40' 24" E, for 40.82 feet to the point of tangency; thence S 23° 18' 04" E, for 28.99 feet; thence S 35° 48' 41" W, for 90.33 feet; thence S 04° 28' 56" E, for 25.87 feet; thence S 41° 06' 55" E, for 69.79 feet; thence S 06° 45' 48" E, for 275.52 feet to the POINT OF BEGINNING, and containing 5.34 acres, more or less.

We caused said land to be divided and subdivided as shown hereon; and do hereby dedicate to the perpetual use of the public and Pasco County, Florida, all easements as shown and depicted hereon; and further do hereby dedicate to the perpetual use of the public and Pasco County, Florida, all lands upon 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, wells, lift stations, pumping stations, buildings, sewage disposal plants, other utility plants and other appurtenant facilities, lying within or upon the lands depicted on this plat and shown on as-built plans filed with the County for such lands; and further do hereby reserve unto itself, its heirs, successors, assigns and legal representatives, the right to construct, operate and maintain all such dedicated lands, utility improvements or facilities and appurtenances until 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 itself, its heirs, successors, assigns or legal representatives, including but not limited to the private utility furnishing water and sewer services and appurtenances thereto, the title to any lands or improvements dedicated to the public or to the County if for any reason such dedication shall be either voluntarily or involuntarily vacated, voided or invalidated.

O. R. 1406 PG 1692

EXHIBIT

A

tabbles

**EXHIBIT B**  
**AFFIDAVIT OF BOARD OF DIRECTORS**

BEFORE ME the undersigned authority, personally appeared and the undersigned, who after being duly sworn, deposes and says:

That I am a member, as well as the President, of the Board of Directors (the "Board") for Spring Lake Homeowners Association of Palm Harbor, Inc. a Florida not for profit corporation (the "Association"), and that the Board did cause a statement of marketable title action in substantially the form required by §712.06(1)(b), *Florida Statutes*, to be mailed or hand delivered in accordance with §712.05(1), *Florida Statutes*, to the members of the Association in connection with that certain Notice of Preservation of Covenants, Conditions and Restrictions ("Notice") affecting the lands described in Exhibit A of said Notice, such lands being commonly known as Spring Lake.

I further attest that at a meeting of the Board of Directors held in accordance with the requirements of Chapter 712, *Florida Statutes*, that at least two-thirds of the members of the Board approved preserving and protecting the Declaration of Covenants, Conditions and Restrictions for Spring Lake recorded in Official Records Book 1406 at Page 1662 et seq. of the Public Records of Pasco County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, *Florida Statutes*.

This affidavit is given in fulfillment of the requirements of §712.06(1)(b), *Florida Statutes*, and in furtherance of preserving and protecting the Declaration of Covenants, Conditions and Restrictions for Spring Lake recorded in Official Records Book 1406 at Page 1662 et seq. of the Public Records of Pasco County, Florida, and all amendments thereto from extinguishment by operation of Chapter 712, *Florida Statutes*.

WITNESSES:  
Jaffida Bartek  
(Print Name: Jaffida Bartek)

AFFIANT:  
[Signature]  
Lester Hadnott, President

[Signature]  
(Print Name: [Signature])

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of MAY, 2015, by Lester Hadnott, President of Spring Lake Homeowners Association of Palm Harbor, Inc. who  is personally known to me or  produced a \_\_\_\_\_ Drivers License as identification.

[Signature]  
Notary Signature  
IRENE KARAGIANIS  
(Type, Stamp or Print Name)  
NOTARY PUBLIC  
State of Florida at Large  
My commission expires:

(NOTARY SEAL)



143663

REC 125.00  
ST .....  
SUR .....  
INT .....  
TOT 125.00

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPRING LAKE

FILED RECORD  
*Fred [Signature]*  
CLK. DEPT. OF COUNTY, FL  
APR 10 6 27 PM '85

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 SPRING LAKE 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.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SPRING LAKE HOMEOWNERS ASSOCIATION OF PALM HARBOR, 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.).

THIS INSTRUMENT PREPARED BY/IS RETURN TO:  
DONALD R. HALL, ATTORNEY  
GOZA and HALL, P.A.  
BOX 12209, CLEARWATER, FL 33516-0013

Return to:  
SURETY TITLE INSURORS, INC.  
2550-A NURSERY RD.  
CLEARWATER, FL 33543  
PH. 813 - 567-3425

~~O.R. 1400 PG 4862~~

tabbles  
EXHIBIT  
C  
ATION

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, 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.

Section 6. "Declarant" 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 purchaser 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.

~~O.R. 1408 PG 1663~~

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 roadways. The Association shall, however, maintain certain decorative entranceways to the Properties 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 XII which provides for additions to the Properties pursuant to

~~OR 1408 PG 488~~

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.

## ARTICLE III

## PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of 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 rescind 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 infraction 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 as 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

~~OR 1100 PG 4895~~



any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot or Unit, provided the Owner waives his use in writing.

Section 3. 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, destructive 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, treat, 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 at any time except 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, as the same are from time to time adopted by the Association.

Section 7. Title to Common Area. Not later than the time the Declarant consummates the sale of its last Lot or Unit in 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.

~~OWN 1400 PG 1066~~

## 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 nine (9) votes 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 December 31, 1995, or
- (c) when the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if 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, if 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

~~O.R. 1400 50-1067~~

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 a 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

~~D.R. 1406-20-1998~~

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

~~C.R. 1408 PG 1669~~

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

~~0.11.1400-10-1670~~

of the annual assessments levied against their respective Class A Lots or Units. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, 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 terminating effective as of the last day of February of such year its responsibility for the deficiency, and waiving its right to exclusion 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 completed unit with a Certificate of Occupancy, shall thereafter be assessed at twenty-five percent (25%) of the annual assessment 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, prorated as of and commencing with, the month following 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, prorated as of 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

~~C.N. 1400 PG 1071~~

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 with 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

~~0-11-1400-00-1672~~

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. Declarant 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.

~~O.R. 1100 PG 1673~~



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. Exception.

(a) Anything in this Declaration to the contrary 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 mortgagee 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 in

~~O.R. 1400 PG 4974~~

the plan of development, as may be required by any lender, 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. Models. Notwithstanding anything contained in this Declaration to the contrary, the Declarant retains the right to utilize Lots or Units as models and to conduct sales activities on the Properties. Declarant retains the right to maintain any model 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 Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

~~O.R. 1488 PG 1035~~

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

Section 5. Right to Contribution Runs With 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 wall, or under the provisions of this Article, each 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 Declarant may be kept as pets, but may not be replaced 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

~~O.R. 1400 PG 1076~~

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 Activity. Clothes hanging devices exterior to a residence shall be prohibited.

Section 6. Antennas. No exterior radio, television or any other electrical antennas 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

~~O.R. 4400-20-1677~~

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

~~OR BK 1406 PG 1678~~

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 in 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

~~OR 1100 PG 1079~~

the purpose of providing water and sewer services and irrigation to such Lots or to other Lots and Common Area within the Properties. 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 Irrigation Facilities on any specific Lot or Lots. By recorded instrument, 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 as to each Lot or Unit to construct, place and install additional Water, Sewer and Irrigation Facilities, provided that if such installation 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.

#### ARTICLE XII

#### ADDITIONAL PROPERTY

##### Section 1.

A. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if

~~Ord. 1400-90-1620~~

part of the Properties initially included within the terms hereof, provided such is done within seven (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 hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

B. 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 2. 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:

A. Additions in Accordance with a General Land Plan.  
The Declarant shall have the right from time to time, in its discretion 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 Declarant's sole discretion, portions of this land may

~~O.R. 1400 PG 1981~~



be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), 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 non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by the Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 3. General Provisions Regarding Additions to the Properties.

A. 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 scheme of the covenants and restrictions of this Declaration 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 joinder 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 on attached Exhibit "A".

~~OR BK 9196 PG 506~~

B. Regardless of which of the foregoing methods is used to add additional land to that 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 Owners 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.

C. Nothing contained in this ARTICLE XII 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 B 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 therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots or Units owned by Class A 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 on land

~~011-1400-10-1002~~

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 A Lots or Units.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Units on 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 A Lots or Units within the Properties.

#### ARTICLE XIII

##### 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 same, to the exclusion of all other Lot or Unit Owners, and shall be a right appurtenant 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

~~G.N. 1400 PG 1004~~

covered parking space, carport or garage and storage area, but may not receive compensation or consideration therefor.

Section 3. Maintenance. The Association shall be responsible to maintain, repair and replace all uncovered parking areas, storage areas and covered parking spaces, carports and the exterior of garages on 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 item kept in any assigned storage area. Use of any parking or storage area shall be at the sole risk and liability of the Owner using it. Notwithstanding the maintenance responsibilities of the Association set forth above, in the event that the need for maintenance, repair or replacement is caused through the willful 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 Lot or Unit assessment installment next due and payable by such Owner. An Owner may not paint or otherwise make any change or alteration whatsoever to a covered parking space, carport or garage 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. Notwithstanding 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 at all 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 as required for the exercise of its rights and responsibilities 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

~~OR 1100 PG 1695~~

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

**CH. 1400 TO 1986**

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 sale 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 1. 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.

~~OWN 1400 PG 1087~~

Section 2. Common Area Property Coverage. The Association or its delegate shall insure all Common Areas 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 casualty, in amounts and upon terms and provisions as it shall deem acceptable. All structural improvements upon real property shall be insured 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 Areas 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 levy an assessment against the Lot or Unit Owners in accordance with the provisions of this Declaration to cover the deficiency.

Section 3. Election Not to Repair. If the Common Areas 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 Areas 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

~~OR BK 9196 PG 512~~

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 deem 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 at 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 adequacy 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 12<sup>th</sup> day of MARCH, 1985.

Signed, sealed and delivered in the presence of:

Deborah L. Furman  
[Signature]

AMERICAN MANAGEMENT AND DEVELOPMENT CORPORATION

By Frank P. Manig

PREBIDSON

By [Signature]

SECRETARY

(Corporate Seal)

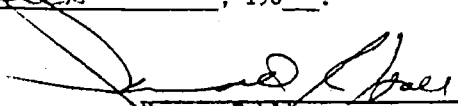
~~C.R. 1496 DD 1690~~



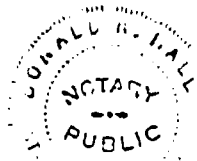
STATE OF FLORIDA  
COUNTY OF PINELLAS

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 Declaration 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 Gresham, said County and State, this 12 day of MARCH, 1985.

  
\_\_\_\_\_  
Notary Public

My commission expires:



NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXP. NOV 14, 1987  
BONDED THRU GENERAL INS. UND.

~~C.R. 4400-DC 1600~~

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 466, Public Records of Pasco County, Florida, hereby consents to the Declaration of Covenants, Conditions and Restrictions of the Spring Lake Homeowners of Palm Harbor Association, Inc., and the recording of such Declaration in the Public Records of Pasco County, Florida.

Dated this 27th day of March, A. D., 1985.

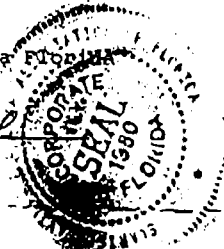
Signed, Sealed and delivered in the presence of:

Denise A. King  
Elizabeth J. Perry

SUNRISE SAVINGS AND LOAN ASSOCIATION OF FLORIDA, a Florida corporation

By William C. Frame  
WILLIAM C. FRAME  
EXECUTIVE V.P.

(S E A L)



STATE OF FLORIDA

COUNTY OF PALM BEACH

200006 10 9881 04-10-85 2106  
12:21  
RECORDING  
01 00 40 1 125.00  
10 CASH TOTAL 2 125.00

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 27th day of March, A. D., 1985.

Denise A. King  
Notary Public

My Commission Expires



**OR-1499-PS-1984**