

SEVEN OAKS

Property Owners' Association

A Distinctive Residential Community

Declarations of Covenants, Conditions and Restrictions

Revised March 4, 2021

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
OF
SEVEN OAKS**

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ARTICLE I DEFINITION

- A. "Seven Oaks" shall mean and refer to the Property as intended to be developed under the Site Development Plan, as amended from time to time.
- B. "Articles" and "Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association, as they may exist from time to time, which are attached hereto and incorporated herein as Exhibit "B" and Exhibit "C", respectively.
- C. "Association" shall mean and refer to Seven Oaks Property Owners' Association, Inc.
- D. "Board" or "Board of Directors" shall mean the board of directors of the Association. Members of the Board shall be referred to as "Directors."
- E. "Builder" shall mean and refer to Declarant and those persons or entities who shall enter into agreements with Declarant for the purchase of any part of the Property, together with the commitment to construct residences thereon.
- F. "CDD" shall mean Seven Oaks Community Development District, a community development district created pursuant to Chapter 190, Florida Statutes.
- G. "County" shall mean and refer to Pasco County, Florida.
- H. "Common Property" shall mean and refer to those parcels of land, together with any improvements thereon, which are actually dedicated or deeded to the CDD, including the Community Center and any Recreational Facilities. The term "Common Property" shall also include Conservation Areas and Recreation Areas, and any personal property acquired by the CDD if such personal property is otherwise intended to be used with realty which is Common Property.
- I. "Conservation Areas" shall mean and refer to those areas dedicated or deeded by Declarant for such purposes.
- J. "Declarant" shall mean SB Associates I Limited Partnership, a Delaware Limited Partnership. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include the successors and assigns of Declarant.
- K. "Declaration" shall mean and refer to this Declaration, as amended from time to time.
- L. "Design Review Committee" or "DRC" shall mean and refer to the Design Review Committee appointed by the Association.
- M. "Design Guidelines" shall mean and refer to the design guidelines as amended from time to time by the Association, setting forth the development standards for all of the Property and for each village or neighborhood therein, and which are incorporated herein by reference.
- N. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering any part of the Property which is a bank, savings and loan association, insurance company, a pension fund, a real estate investment trust, a mortgage banker, mortgage broker, Federal National Mortgage Association, Federal Home Loan Mortgage corporation, Federal or State agencies, or other like business entity. "Institutional Lender"

shall also mean Declarant or its affiliates and Declarant's acquisition and development lender(s), its (their) nominees or assignees.

- O. "Lake" or "Lakes" shall mean and refer to those bodies of water located on the Property, whether existing, constructed or altered by Declarant.
- P. "Lot" shall mean a separate subdivision lot as created by and shown on a Plat, or any combination of two or more lots approved by Declarant for use and construction of a Residential Unit.
- Q. "Maintenance" shall mean, but not be limited to, the following in connection with the Property: cleanup, landscaping and grounds care, painting and structural upkeep of improved properties, roads, sidewalks, bridges, boardwalks, bike paths and right-of-way repair, as well as services related to Lakes and stormwater facilities and such other functions as may be incidental to the services undertaken by the CDD. Maintenance, when used with respect to "Conservation Areas", shall mean the care and cleaning of such areas so as to keep them free of trash and any material not usually found in such an area.
- R. "Notice" shall mean sending of any document to the person or entity to whom such notice is sent to the last known address, according to the records of the party transmitting such notice. Delivery may be by mail, U.S. Postal Service, postage prepaid, and shall include, where such notice is directed to more than ten (10) Owners, posting in a conspicuous public place within the Property. Such posting shall constitute "Notice" notwithstanding failure to receive such notice by mail due to an erroneous address or typographical error in such address. Notice to one of two or more co-owners shall constitute notice to all Owners. Notice shall also include hand delivery, posting in a conspicuous place, and electronic delivery (including, without limitation, e-mail, cable television, and facsimile transmission) reasonably calculated to provide notice to any recipient thereof.
- S. "Owner" shall mean and refer to the owner as shown by the records of the Association, whether it be Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any portion of the Property. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- T. "Plat" or "Plats" shall mean the plat or plats subdividing Seven Oaks, as recorded from time to time in the Public Records of Pasco County, Florida.
- U. "Property" shall mean and include the real property described in **Exhibit "A"** attached hereto and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.
- V. "Recreational Areas" shall mean and refer to those areas designated within the Common Area for such use by the CDD.
- W. "Recreational Facilities" shall mean those areas on the Site Development Plan designated or set aside for recreational purposes, developed by Declarant or the CDD from time to time, and at the time of development are designated for such use. "Recreational Facilities" shall include the "Community Center".

- X. "Residential Property" shall mean a Lot or Lots within Seven Oaks intended for use as a site for one or more Residential Units which has not been conveyed to an Owner intending to occupy the Residential Unit for residential purposes.
- Y. "Residential Unit" shall mean and refer to any improved parcel intended for use as a single-family dwelling, including, but not limited to patio homes, garden homes, townhomes, duplexes, and condominiums, constructed on the Property. For the purposes of this Declaration, a Residential Unit shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities or until the dwelling is determined by Declarant or the Association, in their reasonable discretion, to be substantially complete. A parcel shall thereafter be deemed to be a Residential Unit until such time as any improvements have been completely removed to the foundation level (in the event of voluntary or involuntary destruction).
- Z. "Site Development Plan" shall mean and refer to the plan for the development of Seven Oaks as a planned community as prepared by Declarant (including all phases of and amendments made to that plan).
- AA. "Stormwater Management System" shall mean that portion of the Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, wetlands, mitigated wetlands and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

ARTICLE II PROPERTY SUBJECT DECLARATION

The real property which shall be held, transferred, sold, conveyed, given, donated, leased or occupied subject to this Declaration is described in **Exhibit "A"** attached hereto and made a part hereof by this reference. Declarant developed the Property in accordance with the Site Development Plan. Declarant shall not be responsible or liable to any Owner for failing to follow any predetermined order of improvement and development within the Property; and it may bring within this Declaration additional lands and develop them before completing the development of the Property.

ARTICLE III MANAGEMENT OF THE PROPERTY

Section 1 Operation of the Property

Those portions of the Property owned by the Declarant shall be managed by Declarant and those portions of the Property owned by the CDD shall be managed by the CDD. By acceptance of a deed to any portion of the Property, each grantee thereof agrees to be bound and abide by the terms of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association established from time to time. In addition, the family, guests, invitees and tenants of Owners shall abide and be bound by the provisions of this Declaration.

Section 2 Development

Each Owner, by acceptance of a deed to any portion of the Property, acknowledges such Owner's quiet enjoyment of its portion of the Property may be interfered with to some extent by the construction operations on the other portions of the Property.

Section 3 Lakes

Certain Residential Units and other buildable areas may be located adjacent to Lakes or other water bodies. The Lakes and other water bodies are part of the master drainage system for the Property. The CDD and its successors and assigns, has the right to use the water from the Lakes and other water bodies for irrigation purposes at the Property and to vary the water level as may be necessary due to the amount of rainfall and the required attenuation of surface waters necessitated by such rainfall and the maintenance of stormwater facilities. The water-front property line of each such property may be located at or near the top of the bank around the Lake. However, no abutting Owner shall be deemed to acquire any right in such Lake or the waters thereof, and the usage of such Lake and control of the elevation of such waters shall be subject to regulations adopted from time to time by the CDD. The CDD does not make any warranties or representations that Lake levels will be maintained at any particular level or that the elevation of such waters will remain the same.

Section 4 Conservation Areas

The Conservation Areas shall be monitored, managed, and maintained by the CDD in accordance with the regulatory requirements of local, state and federal law. No Owner of any part of the Property, or any tenant, guest or invitee shall use or occupy any part of the Conservation Areas or any required buffer areas adjacent thereto, except as expressly permitted or authorized by the CDD.

Section 5 Community Center and Recreational Facilities

The Community Center and any Recreational Facilities constructed or developed shall be operated by the CDD, but such Community Center and Recreational Facilities and their operation are subject to the restrictions and terms of this Declaration.

The CDD shall have the right, but not the obligation, to provide future Recreational Facilities. If future Recreational Facilities are not constructed, the sites designated by Declarant for such purposes shall be managed, maintained, and operated by the CDD. If any Recreational Facilities shall be constructed, they shall be governed by the provisions hereof.

The right to use the Community Center and the Recreational Facilities shall be governed by such terms and conditions as may be promulgated from time to time by the CDD. The CDD shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Community Center and the Recreational Facilities, specifically including, without limitation, the terms and conditions of use, the number of users permitted to use the Community Center and any Recreational Facilities at any one time, or to reserve use rights for future Residential Unit Owners.

Ownership of a Residential Unit or Residential Property or of any other portion of the Property does not confer any ownership or ownership rights in the Community Center and any Recreational

Facilities. Persons in the future who are permitted to use the Community Center and any Recreational Facilities, as they may exist from time to time, shall not acquire a vested right to continue to use such facilities, so long as any discontinuance is uniformly applied to all owners.

The CDD and its successors in title shall have the following powers in addition to those granted or imposed by its charter or the State of Florida:

- A. to maintain the Community Center and any Recreational Facilities it operates; and
- B. to protect the Conservation Areas along the perimeter or adjacent to the Community Center and any Recreational Facilities, if any.

The CDD and its successors shall have the absolute right to discontinue the operation of the Community Center and any Recreational Facilities, or to sell or otherwise dispose of the real and personal property of the Community Center and any Recreational Facilities, or any portion thereof, in any manner whatsoever, and to any person or entity; provided, however, such person or entity must comply with the provisions of this Declaration.

Section 6 Stormwater Runoff, Water Conservation and Reclamation Programs

The CDD and its successors and assigns, shall have all rights to ground water, surface water, and stormwater runoff within the Property, and each Owner agrees, by acceptance of a deed, that the CDD shall retain all such rights. No person other than the CDD shall claim, capture, or collect rain water, ground water, surface water, or stormwater runoff within the Property without prior written permission of the CDD. The CDD may establish programs for reclamation of stormwater runoff and wastewater for appropriate uses within or without the Property, and may require Owners to participate in such programs to the extent reasonably practicable. No Owner shall have any right to be compensated for the water claimed or reclaimed from such Owner's property.

Section 7 Water Conservation

In construing and applying the provisions of this Declaration, the Declarant intends that all Owners and other parties subject to the terms hereof will endeavor to use "waterwise" landscaping and irrigation practices in order to conserve water as a natural resource.

Section 8 Notice of Proximity to Privately Owned Airport

The Property lies within the flight path of Runway 32 of Tampa North Aero Park, a privately owned, public use, general aviation airport located west of Interstate 75.

ARTICLE IV FUNCTIONS OF THE CDD

Section 1 Services

In addition to the powers provided under its charter or the State of Florida, the CDD may provide the following services:

- A. Maintenance of all Common Property and all county, district or municipal properties to the extent permitted by any governmental authority which are located within or in a reasonable proximity to the Property to the extent that their deterioration would adversely affect the Common Property. The CDD may adopt standards of maintenance and operation provided by this and other subsections within this Section 1.
- B. Maintenance of any real property located within the Property upon which the CDD has accepted an easement for such maintenance.
- C. Maintenance of Lakes within the Property, if and to the extent permitted by any governmental authority having jurisdiction thereof. Maintenance shall include, but not be limited to the preservation of any Lakes as bodies of water to be used for such water activities as may be determined and allowed from time to time by the CDD.
- D. The CDD's Maintenance of the Common Property shall specifically include, but shall not be limited to, the Conservation Areas, the stormwater management system (and side drains or underdrains) associated therewith, and other facilities permitted therein.
- E. Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the CDD to supplement the service provided by the state and local governments.
- F. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Common Property and performing any of the functions or services delegated to the CDD in any covenants, conditions or restrictions applicable to the Common Property.
- G. Purchasing general liability and hazard insurance covering improvements and activities on the Common Property and directors' and officers' liability and other insurance as the Board of Supervisors deems necessary.
- H. Publishing and enforcing such rules and regulations as the Board of Supervisors deems necessary or desirable with respect to the Common Property.
- I. Conducting recreation, sport, craft and cultural programs of interest to Owners and charging admission fees for the operation thereof.
- J. Constructing improvements on Common Property and easements as may be desirable to provide the services as described in Section 1 of this Article.

Section 2 Conveyance by CDD

The CDD shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes, or to any private entity so long

as the use is consistent with the intended use of such property. Any such delegation or conveyance to any governmental unit shall be only upon the approval and acceptance thereof.

ARTICLE V THE ASSOCIATION

Section 1 Membership

Every person or entity who is an Owner of a fee (or undivided fee) interest in any Residential Unit shall be a member of the Association; provided, however, that any Owner who holds such interest merely as security for performance of an obligation shall not be a member. Membership in the Association shall be compulsory and shall continue as to each Owner until such time as such Owner transfers or conveys of record his interest in the Residential Unit upon which his membership is based, or until his interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the ownership interest upon which such membership is based.

- A. Subject to the provisions of this Declaration, the Association may:
- a. adopt and amend Bylaws and Rules and Regulations governing the use, appearance and maintenance of the Common Property and Lots;
 - b. adopt and amend budgets for revenues, expenditures and reserves and collect assessments from Residential Unit Owners for its functions hereunder and under its Articles, Bylaws and Rules and Regulations;
 - c. hire and discharge managing agents and other employees, agents and independent contractors;
 - d. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Residential Unit Owners;
 - e. make contracts and incur liabilities;
 - f. impose and receive any payments, fees or charges for services provided to Residential Unit Owners;
 - g. impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration, the Design Guidelines, or the Articles, Bylaws and Rules and Regulations of the Association;
 - h. impose reasonable charges for the preparation and recordation of statements of unpaid assessments;
 - i. provide for the indemnification of its officers and maintain directors' and officers' liability insurance;
 - j. acquire, hold, encumber, mortgage and convey in its own name any right, title, or interest to real or personal property;

- k. assign its right to future income, but only to the extent the Declaration, Articles and Bylaws expressly so provides;
 - l. exercise any other powers conferred by the Declaration, the Articles or Bylaws;
 - m. exercise all other powers that may be exercised in this State by similar legal entities; and
 - n. exercise any other powers necessary and proper for the governance and operation of the Association.
- B. Except as provided in this Declaration or the Articles or Bylaws, the Board may act in all instances on behalf of the Association. In the performance of their duties, officers and members of the Board are required to exercise ordinary and reasonable care.

Section 1 Budget

Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to all Owners. The budget and the budget summary shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Board shall set a date for a meeting of its members to consider ratification of the budget not less than 14 or more than 30 days after mailing of the summary. Unless at that meeting a majority of all such members reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by such members shall be continued until such time as the members ratify a subsequent budget proposed by the Board.

Section 2 Board of Directors

Upon turnover of control, the members shall elect a Board of at least 3 members, all of whom shall be Residential Unit Owners. Such Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 3 Bylaws. The Bylaws of the Association shall provide for:

- A. the number of members of the Board and the titles of the officers of the Association;
- B. election by the Board of a president, treasurer, secretary and any other officers of the Association specified by the bylaws;
- C. the qualifications, powers and duties, terms of office and manner of electing and removing Board members and officers and filling vacancies;
- D. which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent;

- E. which of its officers may prepare, execute, certify and record amendments to the Declaration on behalf of the Association; and
- F. the method of amending the Bylaws.

Subject to the provisions of the Declaration and the Articles, the Bylaws may provide for any other matters the Association deems necessary and appropriate.

Section 4 Maintenance Responsibility

Each Owner is responsible for maintenance, repair and replacement of his property.

Section 5 Mortgage and Pledge

The Board shall have the power and authority to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its functions.

Section 6 Delegation

The Association may, through its Board, assign to any entity its duties, powers and obligations hereunder, except those which may require a vote of the membership of the Association.

ARTICLE VI EASEMENTS

Section 1 Appurtenant Easements

Owners shall have, as an appurtenance to the ownership of fee title interest to certain defined real property within the Property, and subject to this Declaration and the rules promulgated by the CDD, as owner of any Common Property, a perpetual nonexclusive easement for ingress and egress over, across and through all Common Property, such use and enjoyment to be shared in common with the other Owners, subject always to the terms of this Declaration.

Section 2 Utility Easement

Declarant reserves to itself, its successors and assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating irrigation lines, sewer lines, water lines, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, telephone, fiberoptic and cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and services servicing all Owners and servicing all Common Property. All such easements shall be of a size, width and location as Declarant, in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3 Declarant Easement

Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners.

Section 4 Extent of Easements

The rights and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the CDD to borrow money from any lender for the purpose of improving and/or maintaining the Common Property and providing services authorized herein and, in aid thereof, to mortgage said properties.
- B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner for any period during which any assessment remains unpaid, and for any infraction of its published rules and regulation, it being understood that any suspension for either nonpayment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment. With respect to suspensions for infractions of the published rules and regulations of the Association, the following restrictions shall apply: (A) suspension may not be imposed without notice of at least 14 days to the person sought to be suspended and an opportunity for a hearing before a committee (the "Violations Committee") of at least three members appointed by the Board; and (B) if the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- C. The right of the CDD to give, dedicate or sell all or any part of the Common Property (including any leasehold interest therein) to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by the CDD.

Section 5 Platted Easements

Easements for drainage and for installation and maintenance of utilities are reserved as shown on the Plat or Plats. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may impede the flow of water through drainage channels in the easements or otherwise affect the utilities therein. All banks, swales, and berms constituting a part of any Lake, and any swales and drainage canals located within the Property, must remain undisturbed and properly maintained in order to perform their functions. Any easement area on a Lot and all improvements within it shall be maintained continuously by its Owner, except for those improvements for which a public authority or utilities company is responsible. No one shall take

any action which would impede the use of the easement in the manner intended. Within the areas encompassed by platted easements, there shall be no structures, fences, trees, or objects which impair or block, permanent or temporarily, the ability of the CDD to have free and unencumbered access to drainage facilities or platted Conservation Areas abutting the easements, so that the CDD will have regular periodic access to such facilities in the areas and sufficient area in which to conduct maintenance activities. The CDD shall have access to all drainage and platted Conservation Areas for purposes of operation and maintenance thereof, and shall not be held liable for any damage to or removal of any Owner's sod or other plantings caused by such operation and maintenance activities.

Section 6 Lake Access and Maintenance

The CDD and its successors and assigns, shall have easements for drainage and for Lake access and maintenance as shown on Plats to provide for drainage and access to any abutting Lakes or canals for maintenance. Notwithstanding the foregoing, the Owners of property abutting a Lake shall be solely responsible for mowing the area from the rear or side of the Owner's property to the water line of the Lake. In no event shall Pasco County be responsible for mowing and maintaining the areas from the rear of any Owner's Property to the littoral zone of the Lake. The platted lake access and maintenance easements shall remain free of obstructions at all times. The CDD, its successors and assigns, has the full unrestricted right of access upon any property as shown on the Plats to the extent required for access to and for maintenance of the Lakes within the Property, and for any temporary overflow of Lake waters.

Section 7 Easements for Cross-Drainage

Every Lot (excluding the building slab thereon), Residential Unit (excluding the building slab thereon), and the Common Property (excluding the building slab thereon), shall be burdened with easements for natural drainage of stormwater runoff from other portions of the Property as shown on the master drainage plan included as part of the Site Development Plan. No Owner or other person shall alter the drainage on any Lot or Residential Unit so as to materially increase the drainage of stormwater onto adjacent property unless such person has obtained the consent of the Owner of the affected property and of all applicable governmental authorities (to the extent such consent is required by those authorities), and the drainage must be consistent with the master drainage plan included in the Site Development Plan.

Section 8 Right of Entry

In addition to the easements described herein, the CDD, and the Association are hereby granted a right of entry onto each Lot or Residential Unit (but not inside a dwelling thereon), whether improved or unimproved, for any purpose reasonably related to the performance of any duty imposed, or the exercise of any right granted by, this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any dwelling shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to court order or other authority

granted by law. The foregoing right of entry may be exercised by the agents, employees, and contractors the CDD and the Association.

Section 9 Benefits

Such easements are intended to supplement, not replace, the easements shown on the Plats and shall be construed as complementary to any such platted easements.

Section 10 Dissolution

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets and maintenance obligations of the Association shall be dedicated and transferred to the local unit of special-purpose government authorized and created pursuant to Chapter 190, Florida Statutes then governing the property owned by the members of the Association to be used for purposes similar to those for which the Association was created. If acceptance of such dedication or transfer is refused, the assets and maintenance obligations of the Association shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 11 Owner Responsibility

It is the Owner's obligation to be aware of the location and ensure compliance with all easements on his or her lot. Owners are exclusively responsible for ensure all plantings, modifications, additions, or alterations made on or to or to the Lot or any structure or no-structure thereon does not interfere with any easement.

ARTICLE VII ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligations of Assessments

In addition to taxes, levies or assessments of the CDD, Declarant covenants, and each Owner shall by acceptance of a deed regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association: (1) annual assessments, (2) special assessments and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the property against which the assessment was made. In the case of co-ownership of Residential Unit or Residential Property, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2 Annual Assessments

The annual assessments shall be used exclusively to provide services which the Association is authorized or required to provide including, but not limited to, payment of the costs to acquire management and supervision necessary to carry out its authorized or required functions.

Section 3 Special Assessments

In addition to the annual assessments, the Board may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the costs of any unexpected expense, provided that any such assessment per Lot in excess of \$400.00 per year in the aggregate shall have the assent of a majority of the votes of such Association's members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least 30 days in advance and shall set forth the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement and the required quorum at any such subsequent meeting shall be 70% of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 4 Individual Assessments

The Association may impose an individual assessment upon any Owner whose use or treatment of his Residential Unit or Residential Property is not in conformance with the standards as adopted by the Association. The amount of such assessment shall be equal to such cost incurred and may be enforced in the manner provided for any other assessment. Fines levied by the Association may also be assessed against the Lot as Individual Assessments.

Section 5 Date of Commencement of Annual Assessments; Due Dates

The annual assessments shall commence on the date set by the Board. The frequency of payment shall be fixed by the Board.

The annual assessment of the Association shall be based upon an estimate of the operating expenses for the year, plus an adequate reserve for anticipated expenses. In the event this assessment proves insufficient to satisfy such expenses, the Board may levy a supplementary assessment in the amount of the deficit.

The due date of any special assessment shall be fixed in the resolution authorizing such assessment and/or in the special assessment invoice sent to the Owner. Written notice of the assessment shall be sent to every Owner subject thereto. Notwithstanding the foregoing, an Owner need not receive actual notice of any assessment, as assessments are due by virtue of Ownership of a Lot.

Section 6 Duties of the Board

The Board shall prepare a roster of Owners and assessments applicable thereto which shall be kept by the Secretary of the Association, and a copy thereof shall be made available to any Owner upon reasonable request (but not more frequently than once every 12 months).

The Association shall, upon reasonable request, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 7 Determination of Annual Assessments

The Board shall determine the total annual assessment for the Property in accordance with the procedures set forth in its Articles and Bylaws. Failure of the Board to fix assessment amounts or rates shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

Section 8 Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies

If the assessments are not paid on the date due (being the dates specified and fixed by the Board) then such assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain his personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, the Association may charge a late fee and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property.

The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida or as may be otherwise permitted by Florida law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of collection and foreclosure, including reasonable

attorneys' fees, at trial, in bankruptcy court, and in any appellate courts. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof.

Section 9 Subordination of the Lien to Mortgagees' Rights

The lien of the assessments provided for herein is unequivocally subordinate to the lien of any first mortgage to an Institutional Lender ("institutional first mortgagee") or purchase money mortgage now or hereafter placed upon any portion of the Property subject to assessment prior to the recording in the public records of a notice stating the amount of or unpaid assessment attributable to such Property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, including a sale or transfer of such property pursuant to a deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Notwithstanding anything to the contrary contained in this Declaration or Florida Statutes, as amended from time to time, the liability of an institutional first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of the Lot's unpaid assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or 1% of the original mortgage debt. The foregoing limitation on assessment liability shall only inure to the benefit of an institutional first mortgagee, or its successor or assignee, which shall not include a party who purchases a Lot at an auction or public sale ordered by any court. Other than the Association or an institutional first mortgagee, or its successor or assignee, each owner of a Lot, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous owner(s) for all unpaid assessments, including late fees, interest, costs of collection, court cost and legal fees, that have accrued on an account or came due up to the time of transfer of title. This liability is without prejudice to any right the present owner of the Lot may have to recover any amounts paid by the present owner from the previous owner(s), excluding the Association or a first mortgage, or its successor(s) or assignee(s). The limitations on an institutional first mortgagee liability provided by this Section apply only if the institutional first mortgagee filed suit against the Lot or Owner and initially joined the Association as a defendant in the first mortgage foreclosure action.

Section 10 Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated or deeded and accepted by a public authority and devoted to public use, including the CDD; (b) all Common Property and any improvements thereon; and (c) any property not designated as Residential Property or Residential Unit.

Section 11 Collection of Assessments

Assessments allocated to any Residential Unit, Residential Property, or Recreational Facilities shall be collected by the Association.

Section 12 Costs of Collection

The Association shall be entitled to its costs of collection and attorneys' fees from any Owner against whom an assessment must be enforced.

Section 13 No Diminution or Abatement

No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for convenience or discomfort arising from any other action.

Section 14 Assessments by CDD

Every Owner is subject to such assessments as may be levied by the CDD. Assessments of the CDD are in addition to, and not in lieu of, assessments of the Association.

ARTICLE VIII USE OF PROPERTY

Section 1 Protective Covenants

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

- A. Limitations. Nothing shall be erected, constructed, planted or otherwise placed on any portion of the Property in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets or roads. No improvement or modification or alteration of an improvement shall interfere with those easements or other rights which are set forth in this Declaration.
- B. Building Restrictions. All buildings and other improvements on the Property shall comply with the provisions of the Design Guidelines and must have received prior written approval

from the DRC acknowledging the same. No improvement or modification shall interfere with those easements or other rights set forth in this Declaration. Only one dwelling may be constructed on any Lot or Residential Unit. The minimum square footage of each dwelling in each Block depicted on the Plats shall be the square footage as set forth in the Design Guidelines. Any dwelling constructed on a Lot or Residential Unit shall be in accordance with the front yard, side yard, and rear yard setback requirements contained in the Design Guidelines and all governmental setback requirements. No structural or non-structural alterations shall be permitted without written permission of the DRC.

- C. Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning and pool equipment and materials, supplies and other equipment which are placed or stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties and are subject to standards adopted by the DRC. Any such visual barrier shall be subject to DRC approval. Solar hot water heating equipment or other solar panels constructed or used in connection with a Residential Unit shall not be visible from any road or adjacent property and shall comply with the Design Guidelines.
- D. Residential Use. Each Residential Unit and Residential Property may be improved for use for single family residential purposes, and only dwellings approved in accordance with Article IX may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Residential Unit except private offices may be maintained in Residential Units, provided that an Owner or occupant residing on a Residential Unit may conduct business activities within such Unit so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the dwelling; (ii) the activity conforms to all zoning requirements for the Residential Unit; (iii) the activity does not involve visitation by clients, patients, customers, suppliers, or other business invitees, or door-to-door solicitation of residents of the Property; (iv) the activity does not require any agent or employee who does not reside in the Residential Unit to enter the Residential Unit; (v) the activity is consistent with the residential character of the Property; and (vi) does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.
- E. Nuisances. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.
- F. Unlawful or Offensive Use. No immoral, improper, offensive or unlawful use shall be made of any part of the Property. All Applicable laws, zoning ordinances, orders, rules,

regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

- G. Insurance. Nothing shall be done or kept on any part of the Property which will increase the rate of insurance for the Association or the CDD. No Owner shall permit anything to be done or kept in or on a Residential Unit which will result in the cancellation of insurance on Common Property, or which would be in violation of any law.
- H. Access. The CDD and the Association, or their agents and employees, may at any time enter upon and access Common Areas to maintain, inspect, repair or replace improvements within the Common Area which are their respective responsibilities, or in case of emergency for any purpose, or to determine compliance with this Declaration.
- I. Pets. An Owner may not keep, raise, or breed any animals, livestock, or poultry in or on any of the Property, except that customary domestic household pets such as cats, dogs, pet birds, and fish may be kept subject to the provisions herein. All other animals including but not limited to wild felines, bears, nonhuman primates, livestock, poultry, exotic animals and Dangerous Animals (an animal whereby the animal owner is required to have a Florida Fish and Wildlife Conservation Commission Class I or Class II permit, or venomous snake permit; snakes or other reptiles having the capability to injure or cause the death of a person; a dog that has been declared a “dangerous dog” under Florida law; and wolf-dogs or wolf hybrid dogs of any kind whatsoever) are prohibited from being brought, maintained or kept anywhere on the Property by any person. No animal may be kept, bred or raised on the Property or upon any Residential Unit for commercial purposes of any kind whatsoever. Livestock or farm animals shall not be brought into or kept on the Property or on any Residential Unit or yard. The following shall apply with regard to any pet which is allowed to be kept in or on the Property:
1. Owners of a cat, dog or other customary household pet that can be leashed shall be required to keep the same on a leash at all times unless kept in an enclosed area.
 2. Owners of a cat or dog shall be required to remove immediately all forms of excrement of such pets from the Property, including, but not limited to, lawns, walks, driveways, and parking areas. Such pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.
 3. No pet will be allowed which creates excessive noise, emits obnoxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night. Any Owner of a pet allowed hereunder who is the subject of two verified complaints shall permanently remove the pet from the Owner's property upon notice by the Association. A verified complaint is a complaint signed by a complaining party before a notary public and determined by the Violations Committee to be true and a valid basis for requiring the removal of the pet. Such

Owner shall not be allowed to have any pets within the Property at any time thereafter, except upon the express written consent of the Board.

4. The Association may, by reasonable rules, restrict the type of pets which may be kept and may restrict the area of the Properties where pets may be walked.
 5. All pets shall be properly vaccinated. The Board of Directors may require proof of current vaccination and registration with Animal Services at any time.
- J. Signs. No signs or banners shall be permitted except for those promotional signs erected by the CDD or the Association, which shall be erected, maintained and removed subject to compliance with the Pasco County Sign Ordinance then in effect and rules promulgated by the Association. Notwithstanding the foregoing, Owners may erect and display: (a) one "For Sale" sign within the front yard area of their Property so long as such signs are not in areas subject to screen planting easements and are in compliance with the Pasco County Sign Ordinance then in effect and in no instance larger than two feet by three feet (2' x 3') and (b) political signs meeting the foregoing criteria for "For Sale" signs for two (2) weeks prior to an election which must be removed on the day after the election. The Board shall have the right to erect signs as it, in its discretion, deems appropriate.
- K. Flags and Flagpoles. Any Owner may erect a freestanding flagpole no more than 20 feet high on a Residential Unit, provided the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may display in a respectful manner from that flagpole one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria established by the Association. If Residential Unit does not have a freestanding flag pole, a flag may be displayed on poles mounted on the fronts of Residential Units. Flags may not exceed 4 1/2 feet by 6 feet in size and there shall be no more than one flag in any Residential Unit. Only one (1) garden yard flag no larger than 12 inches by 18 inches may be displayed in a planting bed in accordance with any rules established by the Association. Political Flags of any kind are prohibited.
- L. Parking and Garages. All vehicles shall be kept inside garages, except that vehicles may be parked on the driveway, but only if the Owner's garage or garages are fully occupied with the Owner's vehicles. Garage doors shall be kept closed except when vehicles are entering or leaving the garage. Vehicles, (as defined in rules and regulations promulgated by the DRC) tractors, mobile homes, recreational vehicles of all types, trailers of all types (either with or without wheels), campers, camper trailers, boats and other water craft, all-terrain vehicles, boats, and recreational vehicle trailers shall be parked only in garages. No inoperable vehicle of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored on any driveway of a Residential Unit. No vehicles of any kind shall be repaired or rebuilt anywhere within a Residential Unit other than within the garage located thereon. No commercial vehicles owned, leased, or assigned to an Owner displaying signs or advertising of any nature shall be permitted to

be parked in a driveway of a Residential Unit, or on the street, such vehicles must be kept inside the garage when not in use. This provision shall not prohibit the parking of marked or unmarked police vehicles in a driveway, (i.e., squad cars) which are assigned to a sworn law enforcement officer who is an Owner. Street parking is prohibited from 11 p.m. to 6 a.m. Blocking the sidewalk is prohibited. The foregoing restrictions do not apply to parking at the Common Property, the parking of construction vehicles and trailers during construction on the Property so long as such vehicles and trailers are parked in accordance with the Association's construction and parking regulations.

For the purposes of this section a "commercial vehicle" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows any marking, sign, display, lettering, logo, business name, tools, equipment, commercial carrier/roof rack, or anything indicating the trade or occupation of the owner or operator of the vehicle. A commercial vehicle shall further include any vehicle not intended for passengers; any vehicle with solid side or solid rear panels; and any vehicle intended for carrying more than 10 passengers. This section shall not apply to any parking pass or decal required by an employer, school, homeowners association, or government agency visible from the exterior of the vehicle.

- M. Antennas, Other Devices. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite or other signals shall not be installed or mounted without the prior written consent of the DRC. However, consistent with rules and regulations mandated by the Federal Communications Commission the foregoing does not prohibit (i) antennas for the reception of television broadcast signals which do not extend more than ten (10) feet above the top roof ridge (although internal antennas are strongly recommended by the Association) and (ii) direct broadcast satellite receiving discs or dishes no larger than one (1) meter in diameter provided that such over-the-air reception devices are installed or mounted in compliance with all conditions established by the DRC pertaining to the location, screening and manner of installation of such devices and provided that such conditions do not cause unreasonable cost or delay and do not preclude reception of an acceptable quality signal. In no event shall free-standing transmission or receiving towers which support satellite dishes larger than one (1) meter in diameter or non-standard television antennae be permitted within the Property.
- N. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the standards adopted by the DRC. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.
- O. Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Property or adjacent parcels. No window or through-wall air conditioning units shall be installed in any Residential Unit.
- P. Temporary and Accessory Structures. No accessory structure, such as any type of basketball, soccer, or baseball equipment, playsets, green houses, trampolines, or other free standing structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

1. Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRC.
 2. Temporary structures during the period of actual construction as approved by the DRC.
 3. Tents or other temporary structures for use during social functions but only in accordance with rules adopted by the DRC.
 4. Accessory structures permitted in writing by the DRC.
 5. Basketball, soccer or baseball equipment, playsets, trampolines and other play items are permitted as approved and in the location approved by the DRC.
 6. Portable basketball hoops are permitted, as allowed by the DRC.
- Q. Water Supply and Sewerage. No septic tanks shall be permitted within the Property. No wells shall be installed without the express written consent of the DRC and all other applicable government agencies.
- R. Soliciting. No soliciting will be allowed at any time within the Property except that soliciting may be permitted on the Common Property in accordance with the rules, regulations, and policies adopted by the CDD.
- S. Maintenance. The portions of the Residential Property visible from other Residential Units, the roads or from any Recreational Areas and Recreational Facilities shall be properly maintained, repaired and kept in an orderly condition by the Owner so as not to detract from the neat appearance of the Property. The Owner shall also be responsible for the maintenance and repair of the trees strip, driveway apron, mailbox and all other items and landscaping located in the area adjacent and contiguous to the Lot between the Lot line and street curb, except for street trees maintained by the CDD. The Board, in their sole discretion, may determine whether or not such visible portions are orderly. The Association may have any objectionable items removed so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article VII, Section 4 hereof.
- T. Trees. No trees greater than four inches (4") in diameter at breast height shall be cut or removed without approval of the DRC, excluding trees which are maintained by the CDD.
- U. Mailboxes. Residential Unit Owners shall provide, install, repair, replace and maintain mailboxes only as approved in writing by the DRC.
- V. Watercraft. No water craft powered by internal combustion engines may be used on any Lake or body of water on the Property without the prior approval of the CDD. No Owner may store or park a boat, other water craft and/or boat trailer within his parcel, except within a fully-enclosed garage. In all other instances, boats and boat trailers shall not be stored or parked within the Property or any portion thereof. Docks, davits, ramps, outbuildings, or any structure designed for the use of a boat or water craft near or in any Lake or other body of water are expressly prohibited.
- W. Fences and Walls. Chain link fences are prohibited on any Residential Property. No other fences or walls shall be erected on the Property without approval by the DRC.

- X. Clotheslines. The installation of clothes lines and clothes poles are permitted so long as they are landscaped or fenced (as approved by the DRC in writing) so as to not be visible from the street or any adjacent Lots Units.
- Y. Pools and Spas. If the pool is to be enclosed by a screened enclosure, it must be by one of uniform color and material that is acceptable to the DRC. Mill-finish aluminum is not permitted. The pool may be fenced, must meet local ordinances and have received the prior written approval of the DRC. No aluminum roofing or sheet metal panels will be permitted. Landscaping must be incorporated to help modulate and soften the overall appearance of any screened enclosure and fencing. All pool and spa equipment shall be screened so that it is not visible from any street, Common Area or adjacent property. Screening or buffering may be accomplished by the use of walls and/or landscape materials providing 100% capacity at the time of initial installation.

Pool enclosures cannot exceed one story without prior DRC approval. No above-ground swimming pools shall be installed or placed on Residential Property. The foregoing does not apply to outdoor spas and hot tubs included with a deck or patio and which are screened from view from adjacent Units and installed with the prior approval of the DRC.

- Z. Irrigation. All Lots shall install and maintain an underground, fully automatic, 100% overlap coverage irrigation system for Lot and the tree strip area adjacent to and contiguous to the Lot. An irrigation plan must be submitted to the DRC for review and approval. The plan shall indicate the location, type and size of water meter, backflow prevention device, automatic and manual valves, valve boxes, spray heads, rotor heads, mainline piping, lateral zone piping with sizes indicated, time clock, automatic rain sensor/shut-off device, sleeves, wiring, etc. for 100% overlap coverage of all landscape materials and turf areas.
- AA. Delivery and Construction Hours. No construction activities, other than work to be performed on the inside of a Residential Unit which is enclosed, nor delivery of construction materials shall be permitted between the hours of 7 p.m. and 7 a.m., nor on Sundays or any legal holidays in Pasco County, Florida.
- BB. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Residential Unit which in any way will allow light to be reflected on any other Residential Unit or the improvements thereon or upon any Common Property or any part thereof, without the written authorization of the DRC. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Property shall be allowed. No colored light source of any kind shall be permitted except for seasonal lighting which is temporary in nature and removed within 14 days after the end of the applicable season.
- CC. Window Treatments. Window treatments shall be compatible with the exterior design and color of the dwelling in which they are installed. No bedsheet, paper, cardboard, aluminum foil or other similar covering are permitted.
- DD. Leasing. No Owner shall lease less than the entire Residential Unit.

A Residential Unit shall not be leased without the prior written approval of the Association and the terms and conditions of said lease are subject to the approval of the Board. In the event the Association approves a lease, such approval of a lease shall not release the Owner from any obligation under this Declaration. No lease of any Residential Unit shall be permitted unless thirty (30) days prior to the tenant(s) moving into the Residential Unit, the Owner submits to the Association a completed lease application. In the event that a lease is not approved, the tenancy shall not be created and the tenant(s) shall not take possession of the Residential Unit.

The Board shall have the power to adopt, promulgate, rescind and amend rules and regulations regarding the approval requirements and lease application submission requirements for leases. The Association also has the right to charge a lease application fee not to exceed the maximum amount permitted by law for each applicant over eighteen (18) years of age.

All renewals, rollovers and extensions of approved leases beyond the term of the originally approved lease shall be subject to the prior written approval of the Board.

No Residential Unit shall be leased for less than twelve (12) consecutive months and there shall be no more than two (2) leases in a calendar year. Short term rentals through Airbnb and other similar companies are strictly prohibited.

For the purposes of this section "lease" or "leasing" shall be defined as occupancy of a Residential Unit by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere, or occupancy of the Lot by a person who is residing in the Lot in exchange for consideration.

EE. Owner's Insurance. By virtue of taking title to a Residential Unit, each Owner covenants and agrees to carry blanket "all-risk" property insurance on his property and structures thereon, providing for replacement cost coverage (less a reasonable deductible). Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Residential Unit, he shall proceed to repair or to reconstruct such structures within 12 months after such damage or destruction, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. Alternatively, the Owner shall clear the property of all debris and ruins and maintain the property in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

FF. Subdivision. No Residential Unit shall be further subdivided.

GG. General Restrictions on Common Property. No Owner shall obstruct any part of the Common Property, nor shall any Owner keep or store anything on the Common Property. No person other than the CDD, or their appointed agents, may alter, construct upon, or remove anything from the Common Property. All uses and activities upon or about the Common Property are subject to the rules, regulations, and policies of the CDD.

HH. Protection of Environmentally Sensitive Lands. No Owner may construct or maintain any building, residence, sign, billboard, utility or other structure on, above, or below the surface; dump or place silt or other substance or material such as landfill, trash, waste or unsightly or offensive materials; remove or destroy trees, shrubs or other vegetation; excavate, dredge or remove loam, peat, gravel, soil, rock or other material in such manner as to affect the surface area; make any use of the surface that does not allow

it or any water or conservation area to remain predominantly in its natural condition or make any use that is detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish or wild life preservation, or to any aspects of any of the Property having historical, archaeological or cultural significance; or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s), conservation easement(s) , and drainage easement(s) described in any approved permit and Plat, unless prior approval is received from the Southwest Florida Water Management District (“SWFWMD”) Brooksville Regulation Department, U.S. Army Corps of Engineers, the Association, and the CDD.

No Owner of property may fill, excavate, clear, mow, plant, or in any other way disturb the areas designated as conservation areas or conservation easements, wetland buffers, wetland mitigation, or upland preservation which are directly adjacent to their unit. These protected areas are clearly defined on the approved construction drawings issued by SWFWMD. Owner will be required to restore any disturbed protected area to its original condition, including the removal of any fill or buildings placed within a protected area, the restoration of original grade elevations which have been modified, the restoration of any native vegetation which has been removed or destroyed, and the removal of any vegetation which has been planted in a protected area and is deemed to be a disturbance by the Brooksville Regulation Department of SWFWMD.

- II. Compliance with Surface Water Management System. Each Owner at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).
- JJ. Construction Material Storage. Storage of construction material associated with construction shall be screened from view, unless approved by the Association. A single garage bay may be used for storage of construction material and equipment for a limited period of time during construction. Prior to using a single garage bay for storage of construction material the Owner shall obtain the written approval of the Association to use a single garage bay for storage of construction material and the Association may withhold approval for any reason, or no reason at all. If approved in writing, the Owner may only use the garage bay for storage of construction material and equipment while the construction project is ongoing and in no event longer than the timeframe set by the Association.
- KK. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted except those of a permanent nature associated with pool heat, and small portable tanks used for personal fires for warmth or cooking. Fuel and gas storage tanks must be approved by the DRC and concealed from view by being buried in a location approved by the DRC. Small portable tanks used for personal fires for warmth or cooking (ex. for gas grill) do not need DRC approval, but must be concealed from view from the street and adjacent lots and stored in a safe manner.
- LL. Firearms, Weapons, and Projectile Devices. The discharge of a firearm within the Properties is prohibited. The term “firearm” includes, guns, rifles, handguns, crossbow, bow and arrow, BB gun, pellet gun, paintball gun and any other firearm of all types, regardless of size. Fireworks that explode, move, or make noise are prohibited anywhere

within the Properties, except as may be used in a community event and with prior approval of the Association. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

ARTICLE IX DESIGN CRITERIA AND REVIEW

Section 1 Purpose

To preserve the natural beauty, to protect sensitive portions and to ensure that construction of improvements upon the Property shall be in harmony with the natural aesthetics of the site, the Property is hereby made subject to the following restrictive covenants in this Article and every Owner agrees to be bound and comply with the provisions contained in this Article.

Section 2 Design Review Committee (“DRC”)

Shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures in accordance with the CCR’s for Seven Oaks and Master Development Design Guidelines.

It is the plan and scheme of development for Seven Oaks, as set forth in the Master Development Guidelines promulgated by the Developer in January 2008 that certain modifications, additions or alterations may not be allowed at *The Villas at Edenfield, Villas of Deer Run, or Lakeside Town Homes*. Residents of these neighborhoods should consult the homeowners’ associations of their respective neighborhoods.

Allowable modifications, additions or changes at *Willow Creek at Seven Oaks* are subject to the approval of the Seven Oaks DRC alone.

Allowable modifications, additions or changes at *The Villas at Edenfield, Villas of Deer Run or Lakeside Town Homes* are subject to review by Seven Oaks DRC and the architectural control and/or review committee of the respective homeowners’ association. Any amendment promulgated or adopted by any neighborhood which is contrary to the plan and scheme of development for Seven Oaks, as set forth herein, shall be void and unenforceable.

- A. Initial DRC. The Board may determine the number and membership of the DRC. In the absence of the Board establishing a DRC, the Board or portion of the Board may act as the DRC.
- B. Construction Subject to Design Review. No construction, modification, alteration or other improvement of any nature whatsoever, except interior alterations not affecting the external structure or appearance, shall be undertaken on any Residential Unit or parcel of land unless and until the plans of such construction or alteration shall have been approved in writing by the DRC. Modifications subject to such approval specifically include, but are not limited to the following: painting or other alteration of a dwelling (including doors, windows and roof);

installation of solar panels or other energy-generating devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the parcel, including without limitation the cutting or removal of trees in excess of 4" in diameter at breast height; planting or removal of plants; the creation of any pond or swale or similar features of the landscape.

C. Design Review Procedures

1. The Declarant has established and the Association has amended Design Guidelines for all construction, other improvements and landscaping to which this Article applies and uniform procedures for the review of applications submitted to it. These criteria and procedures shall be published in the Design Guidelines. These standards may be modified from time to time by the Association, provided such modifications are not inconsistent with this Declaration, the ordinances of the County of Pasco or other instrument of record among the public records of Pasco County, Florida for Seven Oaks.
2. The plans to be submitted to the DRC for approval for any dwelling or other improvement shall conform to the Design Guidelines and shall include:
 - a) reproducible copies of the construction specifications, including all proposed improvements;
 - b) an elevation or rendering of all proposed improvements;
 - c) a survey showing the following:
 - i. the type and the locations of all trees in excess of four inches (4") in diameter at breast height; and
 - ii. such other information or samples as the DRC may reasonably require.

One copy of the plans shall be retained in the records of the DRC and one shall be returned to the Owner marked "approved" or "disapproved". The third copy shall be used by the DRC.

- D. The DRC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the DRC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, energy conservation features, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property, in accordance with the provisions of this Declaration and the Design Guidelines. All decisions of the DRC shall be provided to the Board and evidence thereof may, but need not be made by a certificate in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of a DRC shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination the Board upon reviewing any such decision shall in all events be

dispositive. The DRC in accepting or reviewing any plans shall not have or undertake any responsibility or liability for the quality of design or construction and shall only concern itself with those matters set forth in this Article IX.

- E. If any structure, paving, landscaping or other improvement requiring approval pursuant to this Article IX is changed, modified or altered without prior approval of the DRC of such change, modification or alteration and the plans and specifications therefor, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications originally approved by the DRC, and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, including costs and reasonable attorneys' fees of the DRC.
- F. Unless specifically excepted by the DRC, all improvements for which approval of the DRC is required shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the DRC in the event that the approval is so conditioned.
- G. The DRC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land where those lines are not set in the graphics of the Design Guidelines, in order to preserve the integrity of the Property and the Site Development Plan. In this respect, the DRC's judgment and determination shall be final and binding.
- H. There is specifically reserved unto the DRC, the right of entry and inspection upon any Residential Unit or Residential Property for the purpose of determination by the DRC whether there exists any construction of any improvement which violates the terms of any approval by the DRC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The DRC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorneys', paralegals', legal assistants', and expert witnesses' fees in connection therewith. The Association shall indemnify and hold harmless the DRC and its members from all costs, expenses and liabilities including attorneys' fees incurred by any member's service as a member of the DRC.
- I. The Association may delegate any or all of its powers under this Article to the DRC.
- J. The DRC may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder provided all such rules and regulations shall be filed with and made a part of the Association's minutes.
- K. The DRC may impose reasonable fees and charges to enable it to carry out its functions.

ARTICLE X ENFORCEMENT OF RULES AND REGULATIONS

Section 1 Compliance by Owners

Every Owner, tenant, guest, and invitee shall comply with the restrictions and covenants set forth herein and any and all rules, regulations, and policies adopted by Declarant, the CDD or the Association.

Section 2 Enforcement

Failure of an Owner, tenant guest, and invitee to comply with such restrictions, covenants or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys, paralegals, legal assistants, and expert witnesses fees incurred in bringing such actions, and if necessary, costs and attorneys, paralegals, legal assistants, and expert witnesses fees for appellate review and in any bankruptcy proceedings, including proceedings to lift automatic stays. In addition to the enforcement power set forth above, the CDD or the Association may take emergency action to enforce its rules and regulations where such action is necessary to protect the health and welfare of the Owners or people elsewhere in the Property. The Association may find that there exists any emergency relating to the appearance or condition of any portion of the Property and issue a notice requiring the affected persons to attend a hearing on short notice (but no shorter than 48 hours) concerning the condition, unless it shall be remedied sooner than that time. If such remedy shall not have occurred at the time of a hearing then the Board may take such enforcement action as it deems necessary to abate or remedy the condition. The Board and its agents shall have the power and right to enter onto any portion of the Property to take such action without liability for trespass.

Section 3 Fines

In addition to all other remedies, in the sole discretion of the Board, a reasonable fine or fines, not to exceed the maximum allowed by Florida law may be imposed upon an Owner for failure of an owner, his family guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein, or in the Articles or Bylaws of the Association, or promulgated pursuant to this Declaration, provided the following procedures are adhered to:

- A. Notice. The Association shall notify the violator of the infraction or infractions. The homeowner shall have at least 14 days from receipt of the notice to request a hearing before the Violations Committee. The Violations Committee shall be a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

- B. Hearing. The noncompliance shall be presented to the Violations Committee at which the violator may present reasons why penalties should not be imposed. If the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. A written decision of the Violations Committee shall be submitted violator.

- C. Appeal. Any person aggrieved by the decision of the Violations Committee as to a noncompliance may, upon written request to the Violations Committee filed within 7 days of the Violations Committee's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Violations Committee and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Violations Committee may elect to review its decision in light of the findings of the appeals committee.

- D. Payment of Penalties. Fines shall be paid not later than 30 days after notice of the imposition or assessment of the penalties.

- E. Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

- F. Application of Penalties. All monies received from fines shall be allocated as directed by the Board.

- G. Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XI COVENANTS FOR MAINTENANCE; SECURITY

Section 1 Maintenance by Owner

Each Owner shall keep their property and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning, and cutting of all trees and shrubbery, replacement of dead, diseased or destroyed landscaping materials with plant material of equal quality and size, and the painting (or other appropriate external care) of all buildings and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management. Each Residential Unit Owner's responsibility for maintaining the landscaping on the Residential Unit shall also include maintaining the tree strip, sidewalks, driveway apron, street trees not maintained by the CDD, and any landscaped area within a right-of-way which is adjacent to and contiguous with the Owner's Residential Unit. In no event shall Pasco County be responsible for maintaining street trees,

sidewalks and any landscaped area within a right-of-way which is adjacent to and contiguous with the Owner's Residential Unit. The Association shall have the power, but not the obligation, to adopt minimum maintenance standards in connection with each Residential Unit and the improvements located thereon. Such standards shall be in addition to those obligations of the Owners as stated in this Article and may be amended from time to time by the Association. Any minimum maintenance standards established pursuant to this Article need not be recorded. If any Owner fails to perform the duties in this Section, the Association shall have the right (but not the obligation), through its agents and employees, to enter upon the Property in question and to repair, maintain, repaint and restore the Residential Unit to good order and repair all without liability or responsibility for trespass or injury to property in the course of performing the acts set forth in this Article; provided, however, the Association shall first have given the owner seventy-two (72) hours notice of the failure to comply with this section and the Owner shall have failed to cure such non-compliance. The cost of such restoration shall be assessed and be a binding, personal obligation of the Owner, as well as a lien (enforceable in the same manner as any other assessment provided for herein) upon the parcel in question. Any such lien shall be subordinate to the lien of mortgages in the same manner set forth in Article VII, Section 9.

Section 2 Lake Area Maintenance

Certain portions of the Property is located adjacent to Lakes or other water bodies. Each Owner of such property shall have the responsibility of sodding and mowing the abutting land area located between the Lake-front property line of such Owners' Property and the waterline of the Lake. In no event shall Pasco County be responsible for sodding, mowing and maintaining the abutting land area located between the Lake facing property line of any Owner's Property and the waterline of the Lake. Each Owner shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

Section 3 Notices and Disclaimers as to Water Bodies

Neither the CDD nor the Association, nor any of their officers, directors, committee members, employees, management agents, contractors, or subcontractors (collectively, the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any Lake, pond, canal, creek, stream, or other water body within the Property, except as such responsibility may be specifically imposed by, or contracted with, an applicable governmental or quasi-governmental agency or authority. Further, all Owners and users of any portion of the Property located adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such portion of the Property, to have agreed to hold harmless the Listed Parties for any and all changes in the quality and level of the water in such bodies. The Listed Parties do not make any warranty or representation that Lake levels will be maintained at any particular level or that the elevation of such waters will remain the same. All persons are hereby notified that, from time to time, alligators and other wildlife may inhabit or enter into water bodies within the Property and may pose a threat to persons, pets, and property,

but that the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury, or damage caused by such wildlife.

Section 4 Security

The CDD and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither the CDD nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar system, or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and covenants to inform the occupants of its Residential Unit as the case may be, that the CDD and the Association are not insurers and that each person using the Property assumes all risks for loss or damage to persons, property, dwelling, and to the contents of dwellings resulting from the acts of third parties.

ARTICLE XII GENERAL PROVISIONS

Section 1 Duration

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the CDD (as applicable), the Association, any Owner, and their respective legal representatives, heirs, successors and assigns, for a period of 30 years from the date this Declaration is recorded. Upon the expiration of said 30 year period this Declaration shall be automatically renewed and extended for successive 10 year periods. The number of 10 year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each 10 year renewal period for an additional 10 year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial 30 year period, or during the last year of any subsequent 10 year renewal period, 3/4 of the votes cast at a duly held meeting of the Owners vote in favor of terminating this Declaration at the end of its then-current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least 45 days in advance of such meeting. An approved form of proxy shall accompany such notice. In the event that the Owners vote to terminate this Declaration, the President and Secretary of the Association shall execute a single certificate which shall set forth the resolution of termination adopted by the Owners, the date of the meeting at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum at a meeting of the Owners, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Pasco County, Florida and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2 Amendments

This Declaration may be amended at any time provided that 3/4 of the votes cast by the Owners present, in person or by proxy, at a duly called and held meeting of the Owners vote in favor of the proposed amendment. Notice shall be given at least 45 days prior to the date of the meeting at which such proposed amendment is to be considered. An approved form of proxy shall accompany such notice. If any proposed amendment to this Declaration is approved by the Owners as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than 60 days after the date of recording the amendment, the date of the meeting of the Owners at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Owners, the total number of votes required to constitute a quorum at a meeting of the Owners, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Pasco County, Florida. Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Areas, must have prior approval of the SWFWMD. Any amendment that would impair or prejudice the rights and priorities of any Institutional Lender shall not be effective without the prior written consent of such Institutional Lender.

Section 3 Enforcement

Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Association, or any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant, condition or restriction herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4 Attorneys Fees

The costs and reasonable attorneys, paralegals, legal assistants, and expert witnesses fees (including those resulting from any appellate proceedings, pre-suit fees and any bankruptcy proceedings, including proceedings to lift automatic stays) incurred by the CDD or the Association in any action against an Owner to enforce any provisions of this Declaration or other Governing Document shall be a personal obligation of such Owner which shall be paid by such Owner, and any amount which remains due and unpaid shall be a continuing lien upon the real property and improvements thereon of such owner collectable in the manner provided in Article VII hereof.

Notwithstanding the foregoing which may seem to be contrary, the prevailing party in any action brought hereunder shall be entitled to its costs and reasonable attorneys', paralegals', legal assistants, and expert witness' fees (including those resulting from any appellate proceedings and any bankruptcy proceedings, including proceedings to lift automatic stays).

Section 5 Severability

Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6 Interpretation

The Board shall have the right, except as limited by any other provisions of this document, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7 Covenants Running with the Land

Notwithstanding anything to the contrary in this Declaration, and without limiting the generality (and subject to the limitations) of other applicable sections hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors, and assigns) that these covenants and restrictions shall run with the land and with title to the Property. Without limiting the generality of any other section hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application, and then be enforced in such a manner which will allow these covenants and restrictions to so run with the land. If such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 8 Prohibited Actions

Notwithstanding anything contained herein to the contrary, the Association will not perform any act or undertake any activity which will violate it's nonprofit or tax exempt status under applicable state or federal law.

Section 9 Singular, Plural and Gender

Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 10 Compliance with Laws

Notwithstanding anything contained in this Declaration to the contrary, no provisions of this Declaration or any rule or regulation of the Association shall be enforceable if it is violative of any rule, law, ordinance, order, statute or regulation of any governmental authority having jurisdiction over the Property and such violative provision shall be nullified.

Exhibit A

Seven Oaks Parcels S-16 and S-17 A, according to the plat thereof recorded in Plat Book 42 Pages 37 of the Public Records of Pasco County, Florida.

Seven Oaks Parcels S-11 and S-15, according to the plat thereof recorded in Plat Book 42 Pages 62 of the Public Records of Pasco County, Florida.

Seven Oaks Parcels S-1 3A and S-1 3B, according to the plat thereof recorded in Plat Book 44 Pages 54 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-170, according to the plat thereof recorded in Plat Book 44 Pages 79 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-9, according to the plat thereof recorded in Plat Book 46 Pages 128 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-7B, according to the plat thereof recorded in Plat Book 47 Pages 74 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-8A, according to the plat thereof recorded in Plat Book 47 Pages 86 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-8B 1, according to the plat thereof recorded in Plat Book 47 Pages 94 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-6B, according to the plat thereof recorded in Plat Book 47 Pages 107 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-7 A, according to the plat thereof recorded in Plat Book 47 Pages 121 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-8B2, according to the plat thereof recorded in Plat Book 47 Pages 141 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-4A/S-4B/S-5B, according to the plat thereof recorded in Plat Book 51 Pages 100 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-5A, according to the plat thereof recorded in Plat Book 51 Pages 143 of the Public Records of Pasco County, Florida.

Seven Oaks Parcels S-4C according to the plat thereof recorded in Plat Book 56 Pages 116 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel C-1 CIC-ID, according to the plat thereof recorded in Plat Book 57 Pages 42 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-6A, according to the plat thereof recorded in Plat Book 57 Pages 55 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel C-4A, according to the plat thereof recorded in Plat Book 63 Pages 126 of the Public Records of Pasco County, Florida.

Seven Oaks Parcel S-2, according to the plat thereof recorded in Plat Book 64 Pages 1 of the Public Records of Pasco County, Florida.

Seven Oaks Parcels C-48 and S-1 A, according to the plat thereof recorded in Plat Book 66 Pages 93 of the Public Records of Pasco County, Florida.

Seven Oaks Parcels C-1 A and C-1B, according to the plat thereof recorded in Plat Book 67 Pages 135 of the Public Records of Pasco County, Florida.

Exhibit B

**ARTICLES OF INCORPORATION
OF
SEVEN OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned Incorporator hereby files these Articles of Incorporation for the purpose of forming a not for profit corporation under the provisions of Chapter 617 and Chapter 720, Florida Statutes.

ARTICLE I
Name

The name of this Corporation shall be SEVEN OAKS PROPERTY OWNERS' ASSOCIATION, INC. (the "Association").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at c/o Crown Community Development, 5808 Old Pasco Road, Wesley Chapel, Florida 33544.

ARTICLE III
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 100 South Ashley Drive, Suite 1500, Tampa, Florida 33602 and the initial registered agent of the Association shall be Aileen S. Davis . The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members (the "Members"). The specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the property submitted in its jurisdiction pursuant to the Declaration (the "Property"). and for all other social and community related purposes benefitting the Members.

The Association is being formed to promote the health, safety and welfare of the existing and future owners of parcels within the Property and for the purposes to:

1. Exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in the certain Declaration

of Covenants, Conditions and Restrictions for Seven Oaks (the "Declaration") applicable to the Property and recorded in the public records of Pasco County, Florida, as the same may be amended from time to time;

2. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including all licenses, taxes and governmental charges levied or imposed against property of the Association;
3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
4. Borrow money, mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property;
6. Have and to exercise any and all powers, rights and privileges which a corporation organized under the laws of the State of Florida by law may now or hereafter have or exercise

ARTICLE V **MEMBERSHIP**

SB Associates I Limited Partnership (the "Declarant") and every person or entity who is a record owner of an interest in any Lot or portion of the Property which is subject to the Declaration and assessment by the Association, including contract sellers, shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion of the Property.

ARTICLE VI **VOTING RIGHTS**

The Association shall have two classes of voting membership:

1. **Class A.** Class A Members shall be all Owners of improved Residential Units conveyed by the builder or developer of Residential Property. Class A Members shall be allocated one vote for each improved Residential unit in which they hold the interest required for membership pursuant to the Declaration.
2. **Class B.** The Class B Member shall be the Declarant, or its specifically designated (in writing) successor. The Class B Member shall be allocated a number of votes equal to three times the total number of Class A votes at any time; provided, that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier
 - a. Upon voluntary conversion to Class A membership by Declarant.

- b. When ninety percent (90%) of the maximum number of improved Lots allowed for the Property (as amended and supplemented from time to time) have been conveyed to owners other than the Declarant and its assigns.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three directors, selected in accordance with the By-Laws. The number of directors may be either increased or diminished from time to time as provided in the By-Laws. The name and street address of the initial directors of this Association are:

<u>Name</u>	<u>Address</u>
Tom Panaseny	5808 Old Pasco Wesley Chapel, 33541
Paul Nettina	5808 Old Pasco Wesley Chapel, 33541
Arlene Elmone	5808 Old Pasco Wesley Chapel, 33541

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the written assent signed by not less than two - thirds (2/3) of all Members, or as otherwise provided by law. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If acceptance of such dedication is refused, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust organization to be devoted to such similar purposes.

ARTICLE IX
EFFECTIVE DATE AND DURATION OF CORPORATE EXISTENCE

This Association shall have an effective date as of its date of filing with the Secretary of State of Florida, and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE X

AMENDMENT

Amendments shall require the assent of a majority of the directors.

ARTICLE XI
INCORPORATOR

The name and street address of the person signing these Articles as Incorporator are:

Aileen S. Davis
Akerman Senterfitt & Eidson, P.A.
100 S. Ashley Drive, Suite 1500
Tampa, Florida 33602 .

ARTICLE XII
BY-LAWS

The power to adopt, alter, amend or repeal By- Laws shall be vested in the Board.

ARTICLE XIII
INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

Dated: _July 9 2001.



AILEEN S. DAVIS, Incorporator

(Document recreated to reflect original filing)

CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN FLORIDA
AND REGISTERED AGENT
UPON WHOM PROCESS MAY BE SERVED

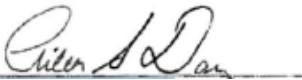
In compliance with Section 46.091, Florida Statutes, the following is submitted:

SEVEN OAKS PROPERTY OWNERS' ASSOCIATION, INC., under the laws of the State of Florida with its registered office at 100 South Ashley Drive, Suite 1500, Tampa, Florida 33602, has named and designated Aileen S. Davis as its Registered Agent to accept service of process within the State of Florida.

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

HAVING BEEN NAMED to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated: July 9, 2001.



AILEEN S. DAVIS,

(Document recreated to reflect original filing)

Exhibit C

THIS NOTICE PREPARED BY AND RETURN TO:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677

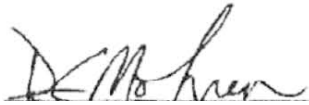
AMENDED NOTICE OF FILING OF AMENDED AND REST A TED BYLAWS OF SEVEN OAKS PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, a Notice of Filing of Bylaws for Seven Oats Property Owners• Association, Inc. ("the Association") was recorded by the developer of the community on May 24, 2007 at Official Records Book 7510, Page 1888 of the Public Records of Pasco County, Florida; and

WHEREAS, the Bylaws filed along with such Notice did not correctly reflect all amendments which had previously been made to the Bylaws, and further contained typographical errors regarding the numbering of the sections of the Bylaws; and

WHEREAS, the Association wishes to record an updated and corrected set of Amended and Restated Bylaws to correct the public records;

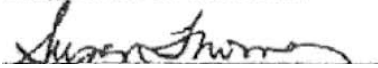
NOW, THEREFORE, the Association has authorized the recording of the attached Amended and Restated Bylaws, which reflect the original Bylaws which were adopted on behalf of this Association, and all amendments to date. All prior recorded documents are superseded and corrected by the attached Amended and Restated Bylaws.



Signature of Witness #1

David Mohren

Printed Name of Witness #1




Signature of Witness #2

Susan Thomas

Printed Name of Witness #2

Seven Oaks Property
Owners' Association

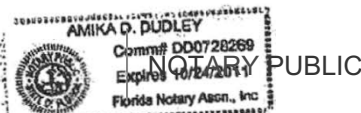
By 

IN CONFIRMATION OF THE FOREGOING, Seven Oaks Property Owners' Association, Inc. has caused this Notice to be executed by its duly authorized officer on this ___day of ___2008.

The foregoing instrument was acknowledged before me this 1 day of April, 2008, by William Parsons. as President of SEVEN OAKS PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My Commission Expires:

(Document recreated to reflect original filing)



STATE OF FLORIDA

**AMENDED AND RESTATED BYLAWS
OF
SEVEN OAKS PROPERTY OWNERS' ASSOCIATION, INC.**

ARTICLE I NAME, PRINCIPAL OFFICE, DEFINITIONS

Section 1.1 Name

The name of the Association shall be Seven Oaks Property Owners' Association, Inc. (the "Association").

Section 1.2 Principal Office

The principal office of the Association shall be located at such place as may be designated by the Board of Directors from time to time. The Association may have such other offices as the Board of Directors may determine or as the affairs of the Association may require.

Section 1.3 Definitions

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants, Conditions and Restrictions for Seven Oaks (the "Declaration"), unless the context indicates otherwise.

ARTICLE II MEMBERSHIP AND MEETINGS

Section 2.1 Membership

The Association shall have two classes of membership, as set forth in the Articles, the terms of which (pertaining to membership) are incorporated by this reference.

Section 2.2 Place of Meetings

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

Section 2.3 Annual Meetings

The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Meetings shall be of the Members. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.

Section 2.4 Special Meetings

The President or a majority of the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by the Members representing at least 35% of the total votes of the Association. Signatures on any such petition may be filed by facsimile transmission or other electronic means provided the signature clearly

acknowledges the substantive content or purpose of the petition.

Section 2.5 Notice of Meetings

Written or printed notice stating the place, date and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member then entitled to vote at such meeting, not less than fourteen nor more than fifty days before the date of such meeting by or at the direction of the President, Secretary or the officers or persons calling the meeting. The Association may also provide notices to the Members by electronic means such as electronic mail or facsimile, if the Member has consented to receive notices in this manner, in accordance with the Florida Statutes.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address appearing on the records of the Association, with postage prepaid.

Section 2.6 Waiver of Notice

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless an objection is raised on the basis of lack of proper notice before the business is put to a vote.

Section 2.7 Adjournment of Meeting

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five nor more than thirty days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided any action taken is approved by at least a majority of the votes required to constitute a quorum.

Section 2.8 Voting

The voting rights of the Members shall be as set forth in the Articles.

Section 2.9 Proxies

On any matter as to which a Member is entitled to personally cast the vote for his/her Residential Unit(s), such vote may be cast in person or by proxy, subject to the limitations of Florida law relating to use of general proxies and subject to any specific provision to the contrary in the Articles or these Bylaws. No proxy shall be valid unless signed by the Member of the Residential Unit(s) for which it is given, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and lawful adjournments of such meeting. In no event shall a proxy be valid more than ninety days after the date of the original meeting for which it was given. Every proxy shall be revocable and shall automatically cease upon termination of membership or conveyance of the Residential Unit(s) for which it was given.

Section 2.10 Majority

As used in these Bylaws, the term "majority" shall mean those votes of Members, totaling more than 50%.

Section 2.11 Quorum

The presence of 10% of the total voting Members represented in person or by proxy shall constitute a quorum at all meetings of the Association.

Section 2.12 Conduct of Meetings

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolution adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 2.13 Action Without A Meeting

Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed a majority of the Members. Such consents shall be signed within sixty days after receipt of the earliest dated consent. dated and delivered to the Association at its principal place of business in the State of Florida. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of a Member at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice (delivered by hand or regular U.S. mail) to all Members who did not give their written consent, fairly summarizing the material features of the authorized action.

Section 2.14 Management

A property manager or management company may perform certain duties which would otherwise be performed by the Secretary or Treasurer, as approved by the Board of Directors from time to time.

ARTICLE III BOARD OF DIRECTORS

Section A. Composition and Selection

Section 3.1 Governing Body Composition

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. The Board of Directors shall have the authority to delegate any of its duties to agents, employees or others; provided, however, in the event of such delegation, the Board of Directors shall remain responsible for any action undertaken by such delegate. The directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time, and that the initial directors named in the Articles (the "Initial Directors") shall be exempt from this requirement. In the case of a Member who is not a natural person, any person appointed by or an officer, director, partner or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

Section 3.2 Number of Directors.

The affairs of the Association shall be governed by a Board of Directors consisting of seven (7) members. Beginning with the 2006 annual meeting, the four candidates receiving the largest number of votes shall be elected for a two-year term, and the three other candidates who are elected to the Board shall be elected for a one-year term of office. In the event that there is no contested election held due to there being seven or less candidates for the Board of Directors, the new directors elected to the Board at the 2006 annual meeting shall either agree among themselves as to how the staggering of terms shall be implemented, or they shall draw lots in order to determine whether each director shall serve a one-year term or a two-year term. At each annual meeting which follows, the terms of office of either three or four directors will expire, and successors will be elected in regard to these expired terms. The terms of office of all successors will be two years each. Notwithstanding any other provision of the Bylaws, any person appointed to fill a vacancy on the Board of Directors shall serve for the remaining unexpired term of the position on the Board that is being filled.

Section 3.3 Nomination and Election Procedures

(a) Nomination and Declaration of Candidacy

Nominations for election to vacancies on the Board of Directors shall be made either 'by a Notice of Intent being submitted as set forth below, or by nomination from the floor at the annual meeting. A letter will be sent to all members at least 45 days prior to the election, along with a Notice of Intent form. on which the intent to run for the Board can be stated. Owners will have 20 days from the date of the mailing of this letter within which to nominate themselves or another eligible person (subject to acceptance of such nomination). The Notice of Intent form must actually be received in the Association office, by regular mail, facsimile or personal delivery, by the deadline or it will not be valid. A written receipt will be issued to those persons who have submitted a Notice of Intent. Any nominees may also include information on a one-sided 8½ X 11 page on their background and their reasons for seeking to be elected to the Board, and such information sheets will be provided to the membership as set forth below. Persons may also be nominated as a candidate for the Board at the meeting where the election is to be held, as further set forth below.

(b) Election Procedures

After the expiration of the time period for sending in a Notice of Intent, the Secretary, or other designated agent of the Board, shall send a second notice of the annual meeting/election to be mailed or delivered to each Member at least fourteen (14) days prior to the date of the meeting where the election will be held. Such notice shall be accompanied by a written ballot listing all candidates who have submitted a Notice of Intent. Such ballot shall also have a space for write-in candidates, subject to any such candidates being nominated from the floor at the annual meeting. This mailing will also include all information sheets that have been submitted by candidates, as well as a proxy form which may be used by members to appoint someone else to act for them at the meeting if they are unable to attend personally. Only one vote shall be allowed for each lot within the community, and any of the owners of the lot may exercise the vote on behalf of a lot that is owned by more than one person. If a lot is owned by more than one person, and the owners cannot agree as to how their vote is to be exercised, then the vote for that lot shall not be counted. The second notice and accompanying documents shall not contain any communication by the Board which endorses, disapproves, or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the lot number and/or address of the property being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association, and must be received at or prior to the time of the election.

(i) Alternatively, if a member does not wish to personally vote in regard to the election, but instead wishes to designate someone as a general proxy holder who will have authority to vote on their behalf, the proxy holder will be provided with a ballot at the meeting where the election is to be held, in order to be able to cast the votes of the Member who has designated such proxy holder. Each member or their proxy holder may cast one vote for each candidate for each lot owned by such member, provided that any ballot which contains votes for more candidates than the number of vacancies which exist shall be invalid and will be disregarded. There shall be no cumulative voting.

(ii) The ballots and outer envelopes which are sent in by mail prior to the date of the meeting are generally not to be opened until the time of the election; however, the outer envelopes may be verified and may be opened prior to the commencement of the annual meeting by an impartial committee appointed by the Board, up to three days prior to the date when the annual meeting is to be held, if a notice is posted at least 48 hours in advance, in the location where meeting notices are posted in the community, identifying the specific time and place where the outer envelopes will be opened. At the committee meeting, the signature and property identification on the outer envelope shall be checked against the list of qualified voters. The voters shall be checked off on the list as having voted. Any exterior envelope not signed by the eligible voter shall be marked "Disregarded" or with words of similar import, and any ballots contained therein shall not

be counted. Any members who wish to observe the opening of the outer envelopes are allowed to be present during the time that the ballots are opened by the committee. No Board members, person who is seeking to be elected, or their spouse, will be allowed to participate in the opening of the outer envelopes.

(iii) At the meeting where the election is to be held, any eligible candidate may be nominated for the Board, subject to acceptance of such nomination by the person being nominated, in person or in writing. Any members or proxy holders who are voting in person at the election meeting will be allowed to write in the name of such nominees on the ballot that they are provided with, but owners who have sent in their ballots by mail will not be allowed to change their votes.

(iv) Once all ballots have been submitted, the remaining outer envelopes are to be verified, and ballots will be counted by neutral persons who are appointed by the existing Board of Directors or the Chairman of the meeting where the election is to be held. All ballots are to be retained as official records of the Association, and will be available for inspection and copying by any interested member, until the date of the next annual meeting. After the conclusion of the election in the following year, the ballots from the prior year's election may be destroyed.

(v) The persons receiving the highest number of votes shall be elected to the vacant positions which exist. In the event of a tie vote for any of the positions to be filled, if the candidates cannot agree among themselves as to how to resolve the tie (e.g., drawing lots or some other procedure), then a run-off election will be held for the position(s) which remain to be filled. The procedure for the run-off will be that an envelope containing a ballot listing the candidates, and their information sheets, will be mailed out to the entire membership, and the run-off elections will be conducted strictly by mail, with the members being given fourteen (14) days from the initial mailing within which to return their ballots in order to decide who shall be elected to the remaining directors' position(s). The same dual envelope procedure as described above will be used to insure secrecy of the ballots.

Section 3.4 Election and Term of Office

Notwithstanding any other provision of these Bylaws:

(a) The term of the Initial Directors shall expire when the Developer turns over control of the Association to Members other than the Developer.

(b) If for any reason a director is no longer a Member, as defined in the Articles, or the spouse of a Member, said director shall immediately resign and a successor director shall be elected in accordance with Section 3.5 of these Bylaws.

Section 3.5 Removal of Directors and Vacancies

Any director may be removed, with or without cause, by the vote of a majority of the Members. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. A separate vote shall be held for each director whose removal is sought. Upon removal

of a director, a successor shall be appointed by the Board to fill the vacancy for the remainder of the term.

Any director who has three consecutive unexcused absences from Board meetings may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy for the remainder of the term. The Board shall make reasonable efforts to appoint successors that will balance representation throughout the Association.

Section B Meetings

Section 3.6 Organization Meetings

The first meeting of the Board following each annual meeting of the membership shall be held within ten days thereafter at such time and place the Board shall fix.

Section 3.7 Regular Meetings

Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

Section 3.8 Special Meetings

Special meetings of the Board shall be held when called by written notice signed by the President or by any two directors.

Section 3.9 Notices, Waiver of Notice

(a) Notices of meetings of the Board shall specify the time and place of the meeting and in the case of a special meeting, the nature of any special business to be considered. Notice of all regular and special meetings shall be posted in a conspicuous place in the community at least forty-eight hours in advance of a meeting, except in an emergency. In the alternative, if notice is not so posted, notice of each Board Meeting shall be mailed or delivered to each Member at least seven days before the meeting, except in an emergency. If the Association has more than one hundred Members, as an alternative to posting or mailing of notice of Board Meetings to Members as provided herein, notice may be provided by providing each Member with an annual schedule of regular Board Meetings at the beginning of the year.

(b) Notice of meetings of the Board shall be given to each director by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director, or (iv) telephone facsimile, computer, fiber optics or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail number, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail

shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

(c) The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present; and (ii) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) An assessment may not be levied at a Board Meeting unless notice of the meeting includes a statement that assessments will be considered and the nature of the assessment to be considered.

Section 3.10 Telephonic Participation in Meetings

Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Section 3.11 Quorum of Board of Directors

At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.12 Compensation

No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested director, and any contract in existence prior to the date of the first meeting of the Board.

Section 3.13 Conduct of Meetings

The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

Section 3.14 Open Meetings

Subject to the provisions of Section 3.15, all meetings of the Board shall be open to all Members and, if required by law, all owners of the Property identified in the Articles. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors to discuss matters of a sensitive nature.

Section 3.15 Action Without a Formal Meeting

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote.

Section C. Powers and Duties

Section 3.16 Powers

The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in these Bylaws, the Articles, and as provided by Law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws, or Florida law do not direct be done and exercised exclusively by the Members or the membership generally.

Section 3.17 Duties and Rights

The duties and rights of the Board shall include, without limitation:

- (a) preparation and adoption of annual budgets and establishing an annual membership fee for Members of the Association;
- (b) assessing and collecting assessments from the Members;
- (c) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided any reserve fund may be deposited in the directors' best business judgment in depositories other than banks.
- (d) making and amending rules and regulations;
- (e) opening of bank accounts on behalf of the Association and designating the signatories required;

(f) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules adopted by it and bringing any proceedings which may be instituted on behalf of or against property owners subject to the Declaration; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines the Association's position is not strong enough to justify taking enforcement action; and filing and adjusting claims, as appropriate;

(g) obtaining and carrying insurance, and providing for payment of all premiums, and filing and adjusting claims, as appropriate;

(h) paying the cost of all services rendered to the Association or its Members;

(i) keeping books with detailed accounts of the receipts and expenditures of the Association;

(j) making available to any Member current copies of the Declarations, the Articles, the Bylaws, rules and all other books, records, and financial statements of the Association;

(k) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association, to the extent such indemnity is required by Florida Law, the Articles or these Bylaws; and

(l) suspending, for a reasonable period of time, the rights of any Member or the guest, invitee, and tenant of any Member, to use any common areas, park areas, open spaces, or other areas controlled by the Association. and levying reasonable fines against any Member or the guest, invitee, and tenant of any Member, not to exceed an amount permitted by law and as prescribed by applicable law, for violation of the Articles of Incorporation, Bylaws or rules and regulations of the Association and for violation of any of the terms and conditions of the Declaration and any other governance documents of the Association.

Section 3.18 Accounts and Reports

An annual report shall be made available to all Members within one hundred twenty (120) days after the close of each calendar year. The report shall show the income and expenses for the prior year, and include a copy of the adopted budget for the year in progress.

Section 3.19 Right to Contract

The Association shall have the right to contract for the performance of various duties and functions, including, without limitation, management, bookkeeping and legal services.

Section D. Enforcement

Violation of the Declarations by any property owner subject thereto shall be grounds for the Association to take enforcement action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review. The Association may also suspend the voting rights of a Member. but only

when said Member fails to pay Association membership fees or assessments, or other charges when due. The Board shall develop a procedure for addressing violations of the Declarations, and for notifying the property owner in violation.

ARTICLE IV OFFICERS

Section 4.1 Officers

The officers of the Association shall be a President, Vice President, Secretary and Treasurer who are appointed by the Board. Officers may, but need not, be members of the Board. The Board may appoint such other officers including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary. All officers must be Members of the Association except while the Association is controlled by the Declarant, the officers need not be Members.

Section 4.2 Election and Term of Office

The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of the Members. The initial officers shall be elected at the Board's organizational meeting. Officers shall serve until a successor is elected, or until the officer ceases to be a Member of the Association.

Section 4.3 Removal and Vacancies

The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

Section 4.4 Powers and Duties

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5 Resignation

Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6 Compensation

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

ARTICLE V MISCELLANEOUS

Section 5.1 Committees

The Board may appoint such committees as it deems appropriate to perform such tasks and functions as the Board decides. Committee members serve at the Board's discretion. Any committee member, including committee chair, may be removed by the vote of a majority of the Board. Each committee shall operate in accordance with the terms of the resolution establishing such committee.

Section 5.2 Fiscal Year

The fiscal year of the Association shall be from October 1 through September 30 of each year.

Section 5.3 Parliamentary Rules

Except as may be modified by Board resolution, Roberts Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles, the Declaration, or these Bylaws.

Section 5.4 Conflicts

If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles and the Bylaws (in that order) shall prevail.

Section 5.5 Books and Records

Every Member shall have the absolute right to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association, as set forth in Section 720.303, Florida Statutes. The right of inspection includes the right to make a copy of relevant documents at the expense of the owner who has requested such records.

Section 5.6 Notices

Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has been designated, at the address of the Residential Unit(s) of such Member; or
- (b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

Section 5.7 Amendment

(a) By Director. These Bylaws may be amended only by the affirmative vote of a majority of the directors

(b) Validity and Effective Date of Amendments.

Amendments to these Bylaws shall become effective upon adoption unless a later effective date is specified therein. In no event shall a change of conditions or circumstances alone operate to amend any provisions of these Bylaws.

END OF AMENDED AND RESTATED BYLAWS