

WELCOME

TO THE PRISTINE PLACE HOMEOWNERS' ASSOCIATION

THIS BOOK IS THE ASSOCIATION'S DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OR CC&R. THE DOCUMENTS THAT FOLLOW ARE TRUE AND ACCURATE COPIES OF THE DOCUMENTS AS THEY CURRENTLY EXIST IN THE PUBLIC RECORD.

The PRISTINE PLACE HOMEOWNERS' ASSOCIATION is a not-for-profit corporation formed under the Florida State Statute, Chapter 720. You, as a property owner, have become a member of this corporation and are required to conform to the By-Laws and Deed Restrictions contained herein to provide a quality of lifestyle to benefit all owners and residents of Pristine Place.

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If you are unfamiliar with being a member of a Deed Restricted Community, any questions may be directed to the Property Manager, Executive Board, or the Board of Directors.

PRISTINE PLACE HOMEOWNERS' ASSOCIATION

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DEED RESTRICTIONS
FOR
PRISTINE PLACE HOMEOWNERS' ASSOCIATION

This DECLARATION is made as of this 20 day of December 1989, by PARK AVENUE COMMUNITIES, INC., a corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as the "Declarant").

WITNESSETH

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

WHEREAS, Declarant desires to impose upon such real property certain easements, covenants, conditions and restrictions which will touch and concern such real property, and are intended by Declarant to be covenants running with the land;

NOW, THEREFORE, Declarant hereby declares that all of the described real property shall be subject to the following easements, covenants, conditions, and restrictions, which Declarant hereby imposes upon such real property, for the purpose of protecting the value and desirability thereof, and which shall run with such real property and be binding on all parties having any right, title, or interest therein, and on their heirs, successors, and assigns, and which shall insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration of Easements, Covenants, Conditions, and Restrictions (hereinafter referred to as this "Declaration"), unless the context shall prohibit, shall have the following meanings:

A. "**Association**" shall mean and refer to PRISTINE PLACE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, and its successors and assigns. A certified copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D" and, by this reference, made a part hereof. A copy of the By-laws of the Association is attached hereto as Exhibit "E" and by this reference, made a part hereof.

B. "**Common Area**" shall mean and refer to those portions of the Properties as are now or may from time to time be designated as Common Area by Declarant, whether in this Declaration, any amendment hereto, any Supplemental Declaration, or any amendment thereto. Those portions of the Properties now designated as the Common Area are described in Exhibit "B" (consisting of Exhibit "B-1" and Exhibit "B-2"), which is attached hereto and, by this reference made a part hereof. "Common Area" shall also mean and refer to the surface water management system.

C. "**Declarant**" shall mean and refer to PARK AVENUE COMMUNITIES, INC., a corporation organized and existing under the laws of the State of Florida, and such of its successors or assigns as are expressly granted all or part of the rights of Declarant hereunder.

D. "**Lot**" shall mean and refer to any residential building lot within the Properties, as shown upon any recorded plat of the Properties or any part thereof.

E. "**Member**" and "**Members**" shall mean and refer to all those owners who are members of the Association, individually or collectively, as the case may be, as provided in Article III, Section 1, hereof.

F. "**Model Center**" shall mean and refer to those portions of the Properties as are now or may from time to time be designated as such by Declarant, whether in this Declaration, any amendment hereto, any supplemental Declaration, or any amendment thereto; provided, however, that, notwithstanding any provision to the contrary contained herein, Declarant hereby reserves the absolute right, in its sole and unfettered discretion, to terminate such designation as to all or any portion of the Model Center at any time, without notice. Those portions of the Properties now designated as the Model Center are described in Exhibit "C", which is attached hereto and, by this reference, made a part hereof. In the absence of a prior termination or extension of such designation, the designation of those portions of the Properties described in Exhibit "C" as the Model Center shall terminate on May 1, 1992.

G. **“Owner”** shall mean and refer to the record owner, whether one or more persons or legal entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for this performance of an obligation.

H. **“Properties”** shall mean and refer to the real property hereinbefore described, and any additions thereto as are made subject to this Declaration and any amendment hereto or to any Supplemental Declaration made pursuant to the provisions hereof and any amendment thereto.

I. **“Supplemental Declaration”** shall mean and refer to any document, designated as such by Declarant, by which Declarant subjects any real property not now included among the Properties to the easements, covenants, conditions, and restrictions set forth in this Declaration or any amendments hereto, and such additional easements, covenants, conditions, and restrictions to which Declarant elects to subject such real property.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

Section 1. **Ownership.** The Common Area, as that term is defined hereinabove, is hereby dedicated to the joint and several uses, in common, of the Owners of all Lots that may, from time to time, constitute a portion of the Properties. From and after the date hereof, the Association shall be responsible for the management and maintenance of the Common Area in a perpetual, continuous, and satisfactory manner. Within ninety (90) days after all of the Lots have been conveyed to the other Owners, or sooner, if Declarant or any other owner of the Common Area so elects, Declarant or any other owner of the Common Area shall convey and transfer all of its interest in the Common Area to the Association, without warranties as to the title thereto, and the Association shall accept such conveyance. If Declarant or any other owner of the Common Area so elects, Declarant or any other owner of the Common Area may convey and transfer that portion of the Common Area described in Exhibit "B-2" indirectly by conveying and transferring to the Association all of its interest in a corporation organized and existing solely for the purpose of owning, managing, and maintaining said portion of the Common Area for the joint and several use, in common, of the Owners of all Lots that may, from time to time, constitutes a portion of the Properties. It is intended that the Common Area will eventually be owned exclusively by the Association or a subsidiary corporation, but that all real estate taxes assessed against the Common Area shall be the prorated responsibility of, and shall be assessed against and payable as part of the taxes on, the individual Lots within the Properties: provided, however, if such taxes are not so assessed, the same shall be paid by the Association out of the annual, special, or other assessments imposed in accordance with Article IV. The Owner of a Lot shall have no personal liability for any damages for which the Association is legally liable or arising out of, or connected with, the existence or use of the Common Area or any other property required to be maintained by the Association.

Section 2. **Member's Easements.** Each Member and each tenant, agent, guest, or invitee of such Member shall, from and after the effective date hereof, have a permanent and perpetual easement for the use and enjoyment of the Common Area, such easements shall be appurtenant to and shall pass with the title to every Lot. Such easements shall be reciprocal and in common with all other Owners, their tenants, agents, guests, and invitees, subject to the following provisions:

A. The right and duty of the Association to make and levy assessments against each Lot owned by a Class A Member for the purpose of maintaining the Common Area.

B. The right of the Association to charge the Members reasonable admission and other fees for the use of the Common Area and for goods and services provided by the Association.

C. The right of the Association to suspend the voting rights, and the right to the use of any recreational facilities constructed on the Common Area, of a member for any period during which any assessment against his Lot remains unpaid for more than fifteen (15) days, and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations.

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any other person, legal entity, or public agency, authority, or utility for such purposes and subject to such conditions as set forth in this Article and as may be agreed upon by the Members. In the event that any Common Area, as defined herein, is dedicated to the County of Hernando or any other appropriate governmental authority or special taxing district, for public purposes, said Common Area shall cease to be subject to these covenants and conditions as of the date of said dedications, except as provided in this subparagraph D. provided however, that if a reversionary interest is retained in any Common Area so dedicated, then in the event said Common Area reverts to the dedicator, these covenants and conditions shall apply in full force and effect to said Common Area as if dedication had never occurred.

If any Common Area so dedicated to the County of Hernando or any other appropriate governmental authority or special taxing district, requires supervisory maintenance to be performed by the dedicator, the provisions of this Declaration and any amendments hereto and any Supplemental Declarations and any amendments thereto, including those relating to assessments, shall apply to the extent necessary to provide said supervisory maintenance according to the provisions of this Declaration and any amendments hereto and any Supplemental Declarations and any amendments thereto.

Section 3. Easements Appurtenant and Delegation. The assessments provided in Section 2 and Section 6 of this Article II and Section 10 of Article IX shall be appurtenant to and shall pass with, as an indivisible appurtenance to, the title to each Lot. Any Member may delegate, in accordance with the By-laws, his right of use and enjoyment of the Common Area and facilities constructed thereon, to the members of his immediate family who resides with him and to his tenants, agents, guests, and invitees who are accompanied by him. The right of use and enjoyment of the Owners' rights in the easements provided in Section 6 of this Article II and Article IX, Section 10, are non-delegable and shall remain appurtenant to the affected Lots.

Section 4. Maintenance. The Association shall at all times from and after the date hereof maintain the Common Area in good repair and shall replace, as often as necessary, in the discretion of the Board of Directors of the Association, any and all improvements situated on said Common Area, including, but not limited to, any recreational facilities, retention areas, buildings, landscaping, roads, paving, parking areas, tennis courts, drainage facilities, street lighting fixtures and appurtenances, sidewalks, or any other improvements, except utilities which have been dedicated to, and accepted by, appropriate governmental authorities and the special taxing districts for maintenance, all such work to be done by licensed professionals as ordered by the Board of Directors of the Association acting on a majority vote of the Board members.

Section 5. **Operation of the Common Area.** The Association shall at all times operate, supervise, control, and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore as it determines in its sole discretion. The operation, supervision, control and management of the Common Area may be delegated by the Association as set forth in Article IV, Section 5 of this Declaration.

Section 6. **Easements.** Easements for the installation and maintenance of utilities and CATV and for the installation and maintenance of drainage facilities are reserved as shown on the recorded Plat of the Properties. Within these easements, no improvement, planting or other material shall be placed or permitted to remain that may damage any facilities installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction or flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Association except for installation for which a special taxing district, public authority, utility company or CATV company is responsible. All original grantees of the above-stated easements, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines, sanitary sewers, gas mains, storm drains, electric, CATV and telephone lines, under and through the utility and drainage easements as shown on the Plat. There is hereby reserved a perpetual easement over the entire Common Area for the installation and maintenance of cable and community antenna radio and television lines. Any damage to pavements, driveways, drainage facilities, sidewalks or other improvements in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility or company whose installation or maintenance caused such damage. All utilities within the Properties, whether within street rights-of-way or within utility easements, shall be installed and maintained underground, unless approval for above ground installation is first obtained from the Architectural Control Committee and such installation and approval is not inconsistent with applicable ordinances.

Section 7. **Public Easements.** Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Common Area.

Section 8. **Club Membership and Recreation Agreements.** The Association may acquire and enter into agreements or arrangements ("Recreational Agreements") to acquire memberships or other possessory interests in real property or facilities, including, but not limited to, country clubs and other recreational facilities (the "Recreation Facilities"), whether or not contiguous to the Properties, intended to provide for the enjoyment, recreation or other use or benefit of the Owners.

Recreational Agreements may provide for the payment by the Association of membership or use fees, costs, expenses, or the amounts (herein "Recreational Costs"), in connection with the membership in or use of the Recreational Facilities, which shall be supported among the Owners by including the same in the annual assessments imposed in accordance with Article IV.

The Association may suspend membership or use rights in Recreational Facilities of any Owner who shall be delinquent in any assessment or any other obligation to the Association, but such suspension shall not affect the continuing obligation of each Owner for payment of Recreational Costs.

The Association shall have a lien against each Lot to secure the payment of Recreational Costs included in the annual assessments in accordance with Article IV.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every person or legal entity who is a record owner of a fee or undivided interest in any Lot shall be a Member of the Association. Notwithstanding anything to the contrary set forth in this section 1, any such person or legal entity who holds such interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be automatic and appurtenant to, and may not be separated from, the ownership of any Lot.

Section 2. **Voting Rights.** The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all those Owners, as defined in Section 1, of Lots, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person or legal entity holds such interest or interests in any Lot, all such persons or legal entities shall be Class A Members, and the vote for such Lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to three (3) votes for each lot owned by it. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease when all of the lots have been conveyed by Declarant to the other Owners.

Section 3. **Transfer of Control.** Within ninety (90) days after all of the Lots have been conveyed by the Declarant to the other Owners, or sooner, if Declarant so elects, Declarant shall transfer control of the Association to the other Owners. At that time, the members of the Board of Directors of the Association, shall until such time be appointed by the Declarant, shall resign and the other Owners shall be entitled to elect all of the directors. Declarant retains the right to name a majority of the members of the Board of Directors of the Association until Declarant transfers control of the Association to the other Owners.

ARTICLE IV

COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS

Section 1. **Lien and Personal Obligation of Assessments.** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association as hereinafter provided:

A. **Annual assessments** or charges against each Lot owned by a Class A Member, which shall include (1) assessments in Section 4 and 5 of Article II, (2) assessments for the payment of Recreational Costs as provided in Section 8 of Article II, and (3) such reasonable reserves as the Association may deem necessary. These annual assessments shall be collected as hereinafter provided: and

B. **Special assessments** against each Lot owned by a Class A Member. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established, and collected from time to time as hereinafter provided: and

C. **Other assessments** against each Lot owned by a Class A Member as provided in Section 2 of Article VI, Section 15 of Article VII and Section 2 of Article VIII.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall constitute a lien upon the Lots against which each such assessment is made, which lien shall take authority as to the date of recording of this Declaration. Each such assessment, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. All assessments, whether annual, special or other, imposed by the Association, shall be against all Lots subject to its jurisdiction, fixed at a uniform rate per Lot.

Section 2. **Purpose of Assessments.** The annual assessments levied by the Association shall be used exclusively for the general purpose of promoting the recreation, health, safety and welfare of the Members of the Association, their families residing with them, their tenants and guests and, in particular, for the improvements, preservation, operation and maintenance of the Properties and the services and facilities if any, devoted to this purpose and related to the use and enjoyment of the Common Area's facilities, including, but not limited to, the capital improvement, repair, replacement and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. **Special Assessments.** In addition to the annual assessments authorized by Section 2 hereof, the Association may levy, in any assessment year, a

special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the Association, benefits all Lots, including the necessary fixtures and personal property related thereto, or for the purpose of defraying shortfalls in the annual assessments or extraordinary costs incurred in the maintenance and operation of the Common Area.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date of conveyance of the first Lot to an Owner. The amount of the annual assessment that may be levied for the balance remaining in the first year of assessment shall be an amount bearing the same relationship to the annual assessments provided for herein as the remaining number of months in such calendar year bears to the total number of months in said calendar year.

The annual assessment shall be payable in monthly installments due on the first day of each calendar month, or alternatively, in annual, quarterly, semi-annual or annual installments, if so determined by a resolution of the Board of Directors.

The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 5 Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each Lot owned by a Class A Member and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereafter be sent to the Owner of every Lot subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an Officer of the Association setting forth whether said assessment have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment due to the Association, which is stated therein to have been paid.

From time to time, the Association, through the actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose of providing professional management, operation of, and maintenance of service for, the Common Area.

Section 6. Amount of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be One Hundred and Twenty and No/100ths Dollars (\$120.00) for each Lot owned by Class A Members. From and after January 1 of

the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the Board of Directors of the Association shall, after consideration of the current maintenance costs and future needs of the Association, fix the actual assessment for each year; provided, however, that the actual assessment shall not exceed one-hundred and twenty percent (120%) of the previous year's assessment without the affirmative vote of a majority of the Class A Members present and voting at a meeting of the Members duly called for that purpose. The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member.

Section 7. Effect of Nonpayment of Assessment; Personal Obligation of Owner; the Lien; Remedies of Association. If any assessment is not paid within thirty (30) days after the date when due (being the dates specified in Section 4 hereof) then such assessment shall become delinquent and shall bear interest from the date when due at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or in equity to foreclose the lien securing payment of same against the Lot or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees, whether a suit is filed or otherwise, and the costs of preparing and filing of the complaint or petition in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, together with the costs of the action and any such appeal.

No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or Recreational Facilities, if any, or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessment.

In addition to the rights of collection of assessments stated in this Section 7, any and all persons acquiring title to, or any interest in, an Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the possession or occupancy of such Lot, or the enjoyment of the Common Area or Recreational Facilities, if any until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 8 of this Article.

Section 8. Subordination of the Lien to First Mortgages and Tax Liens. The lien of the assessment provided for herein shall be subordinate to any tax lien and to the lien of any first mortgage encumbering any Lot and the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such

sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against, all Lots owned by the Class A Members, including the Lot as to which the forgoing took place.

Section 9. Effect on Declarant. Lots owned by the Declarant, as the Class B Member, shall not be subject to assessments by the Association and Declarant shall have no liability for assessments.

Section 10. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently provided by, or which are the responsibility of, the Association, including but not limited to special taxing districts for sidewalk maintenance or street lighting, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District; provided, however, the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing Districts had never been created.

Section 11. Reserves; Working Capital Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area, and any other areas within the Properties, for which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for the common expenses and, together with the entire amount of all special assessments, shall be maintained in a segregated account until disbursed as contemplated herein.

A working capital fund shall be established for the initial months of the project operation equal to at least three (3) months of the applicable estimated annual assessment charge for each Lot. Each Lot's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot by the Declarant to the Lot's initial purchaser(s) and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to ensure that the Association Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services, deemed necessary or desirable by said Board. Amounts paid into the fund are not, and shall not be considered to be, advance payments of regular assessments or capital contributions to the Association.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. **Purpose; Common Scheme; Covenant.** The Declarant intends that the Properties be planned, developed and constructed in a uniform and aesthetically compatible manner in order to preserve the value of the Properties and in accordance with a common, and over-all scheme; said scheme being reasonably intended to promote and preserve the health, safety and general welfare of all Owners, their tenants, invitees and guests and further to promote and preserve the aesthetics of the Properties, as developed. In order to promote and fulfill these purposes and intentions, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree that no building, fence, wall or other improvement of an nature shall be commenced, erected, placed or maintained upon the Properties, nor shall any exterior addition to, change of, or alteration of the Properties, the Lots or the improvements located thereon be made, nor shall grading, landscaping, or other alteration of the natural topography of the Properties or the Lots be undertaken, until the plans and specifications, showing the nature, kind, shape, heights, materials and location of same shall have been submitted to, and approved in writing as to uniformity or aesthetics and harmony of external design and location in relation to surrounding improvements and topography by the Architectural Review Committee, the composition of which shall be as directed below.

Section 2. **Architectural Control Committee.** The Architectural Control Committee shall be a committee of no less than three (3) or more than five (5) appointees. Until such time as the Class B membership of the Association ceases, and is converted to Class A membership pursuant to the provisions of Article III, Section 2 hereof, the persons who shall comprise the Architectural Control Committee shall be appointed by Declarant; thereafter, the persons who shall comprise the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

The Architectural Control Committee shall be a permanent committee of the Association and shall approve all proposed development or construction of improvements, including all additions, modifications or alterations thereto, or any proposed change in use of any of the Properties subject to this Declaration and any Supplemental Declaration. The Architectural Control Committee shall also assist and advise the Board of Directors of the Association in enforcing this Declaration and in advising and publishing rules, regulations, and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The initial Architectural Control Committee shall be composed of three (3) persons appointed from time to time by, and serving at the pleasure of, the Declarant. For so long as the Declarant has the right to appoint the committee members in accordance with the terms of this Declaration, members appointed to the Architectural Control Committee need not be Owners. Thereafter, the members of the Architectural Control Committee shall be selected from among the Owners. Nothing herein shall prevent the appointment, as an ex-officio or non-voting member, of an non-resident architect, engineer or other

professional whose expertise or advice the Board of Directors deem necessary for the proper functioning of the Architectural Control Committee.

Section 3. Standards and Procedures for Review. The standards which shall be applied by the Architectural Control Committee when reviewing requests for approval of the activities described in Section 1 hereinabove shall be promulgated by the Architectural Control Committee; provided, however, that all such standards shall be promulgated, applied and enforced without discrimination. In order to maintain the aesthetic integrity and deed restriction covenants, building plans of the proposed residence, including landscaping must be presented to the Architectural Control Committee prior to the start of any ground breaking or construction.

In the event that the Architectural Control Committee fails to approve, disapprove or approve with conditions, any request for approval within forty-five (45) days after said plans and specifications have been submitted to it, the approval will no longer be required and the requirement of this Article shall be deemed to have been satisfied.

The Architectural Control Committee may disapprove, or require modification to, any plans or specifications submitted to it pursuant to Section 1, above, for any reason and upon any basis including, but not limited to, purely aesthetic considerations. In determining whether to approve or disapprove of any submitted plans and specifications, the Architectural Control Committee shall consider and shall be guided by the following:

A. Individual Lots are situated so as to provide the greatest view, privacy, use of natural topography, and the preservation of natural vegetation for each Lot Owner. Therefore, the exact location of any improvement will be controlled and must be approved by the Architectural Control Committee in each case.

B. Because individual Lots vary in size, location, topography, and type of vegetation, standard set back regulations are not specified in this Declaration. This allows the flexibility to insure that the location of each dwelling will provide the maximum amount of view and breeze and to insure that improvements will be properly located with regard to the location of large trees and other similar considerations. The Declarant reserves unto the Architectural Control Committee, its successors and assigns, the right to control absolutely and solely the precise location of any dwelling or other improvement to be constructed upon any Lot. This responsibility will be invoked without hesitation to assure that the overall objectives of the project are met; provided, however, that this will be done only after a reasonable opportunity has been afforded the Owner to recommend a specific location of the improvements on his property.

Section 4. Size of Dwelling. No dwelling will be approved with a “living area” as that quoted term is defined from time to time pursuant to the standards promulgated by the Architectural Control Committee, of less than 1,700 square feet excluding garage or storage areas, nor will any dwelling be approved unless it has an enclosed garage capable of accommodating a minimum of two (2) automobiles. Additionally, no dwelling will be approved unless it has dimensional shingles or tiles.

Section 5. Design, Materials and Color of Improvements. The Architectural Control Committee will strictly limit the exterior appearance of any improvements built within the Properties. Only those designs which truly fit the development's atmosphere and character will be approved. This may result in disapproval or require modification of designs which would be appropriate in other locations. It is specifically understood and agreed to by each Lot Owner that the Architectural Control Committee shall, in its sole discretion, have the right to approve or disapprove the design, color, and material of any improvement on any grounds whatsoever, including purely aesthetic considerations.

No improvement constructed upon any Lot shall be more than 2 1/2 stories in height for the finished ground floor elevation.

No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. No fence, wall or other dividing instrumentality shall be of masonry or chain link construction and all shall be installed and constructed in an aesthetically compatible manner to the character of the development, subject to approval by the Architectural Control Committee.

Section 6. Utility Service and Fees. Each Owner shall connect improvements located on his Lot to utility systems which are available to the Lots at the time of completion, or to such additional systems as may become available from time to time. Such systems may, but need not necessarily, include the provision of electricity, water, sewer, septic tank, telephone service or CATV service. Lot Owners are required to bring utility service from their Lot boundary line to their residence. The Lot Owner shall pay all fees connected with the installation and use of such facilities. The payment of such fees is a condition precedent to obtaining approval of any building plans and specifications.

Section 7. Approval of Architectural Control Committee. Upon approval or qualified approval of the Architectural Control Committee of any plans submitted pursuant to Section 1 above, the Architectural Control Committee shall : notify the applicant, in writing, of such approval or qualified approval, which notification shall set forth any qualifications or conditions of such approval: file a copy of such plans as are approved for the permanent record (together with such qualifications or conditions, if any): and, if requested by the applicant, provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans related to the Lot or any portion thereof shall be final to such property and such approval may not be revoked or rescinded thereafter, provided:

A. That the improvements or uses described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in this Declaration or any of the restrictions of covenants of record with respect to the Properties of an portion thereof; and

B. That any such plans, qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans and land use in connection with any parcel or portion of the Properties should not be deemed a waiver of the right of the Architectural Control Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot, Unit or portion of the property.

Section 8. Written Notification of Disapproval. In all cases where the Architectural Control Committee disapproves of any plans submitted hereunder, the Architectural Control Committee shall so notify the applicant in writing together with a statement of the grounds upon which the action was based. In any case, the Architectural Control Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 9. Rules and Regulations of the Architectural Control Committee. The Architectural Control Committee may from time to time promulgate written rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of construction, improvements, or alterations, additions or modifications to improvements, or uses; provided, however, that no such rule or regulation shall be deemed to bind the Architectural Control Committee to approve or disapprove of any plan submitted for approval, or to waive the exercise of the Architectural Control Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of this Declaration or any applicable governmental law, code, ordinance, rule or regulation. The Board of Directors shall review all rules and regulations of the Architectural Control Committee and shall have the right, from time to time, to rescind, revoke or modify any of the rules and regulations of the Architectural Control Committee, as it deems appropriate.

Section 10. Delegation of Functions. The Architectural Control Committee may authorize its staff, subcommittees or individual members of the Architectural Control Committee to perform any and all of the functions of the Architectural Control Committee as long as the number and identity of such staff or members and the functions and scope of the authority delegated have been established by resolution of the entire Architectural Control Committee. The approval or disapproval of plans by staff members, individual members or a subcommittee will be subject, however, to the reasonable review of the entire Architectural Control Committee, in accordance with the procedures to be established by the Architectural Control Committee, if any.

Section 11. Liability of the Architectural Control Committee. No action taken by the Architectural Control Committee or any member, subcommittee, employee or agent thereof shall entitle any person to rely thereon with respect to the conformity with laws, regulations, codes or ordinances, or with respect to the physical or structural soundness or propriety of any proposed improvements or construction. Neither the

Architectural Control Committee nor the Association, nor any member, subcommittee, employee or agent thereof, shall be liable to anyone submitting plans to them for approval or to any Unit Owner, Member of the Association, or any other person, in connection with any submission of plans, or the approval or disapproval thereof, including, without limitation, mistakes in judgment, negligence, omissions, or misfeasance. Every person or other entity submitting plans to the Architectural Control Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Control Committee, or any member, subcommittee, employee or agent thereof, in connection with such submission.

Section 12. **Certificate of Compliance.** Upon written request of any Owner or mortgagee or any other person reasonably having a right to the information requested, the Architectural Control Committee shall issue or cause to be issued a certificate of compliance, where appropriate, indicating that any proposed or constructed improvements or uses have been approved by the Architectural Control Committee in accordance with the provisions of this Section. No such certificate shall be issued unless and until all the conditions and requirements of this Section have been complied with.

ARTICLE VI

DUTY TO MAINTAIN

Section 1. **Common Area.** As more fully described and provide for elsewhere in this Declaration, the Association shall be responsible for the maintenance, upkeep and repair of the Common Area.

Section 2. **Lots.** The Lot Owner shall be responsible for the maintenance and repair of the grounds and improvements for on their individual Lots in a neat and attractive manner, including, but not limited to, the periodic repainting of the improvements.

In the event a Lot Owner in the Properties shall fail to maintain the grounds or improvements of or on his individual Lot in accordance with the provisions of this Declaration in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot, and any improvements thereon, and effectuate the needed maintenance or repair. If the Lot Owner fails to pay the Association the costs incurred by the Association in so maintaining or repairing the ground or improvements of or on his Lot within fifteen (15) days after demand for payment from the Association, the Association may levy an assessment against his Lot for the amount of such costs, which shall constitute a lien upon such Lot, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, and shall be enforceable as with other liens for unpaid assessments, and as provided in Article IV.

Section 3. **Lots in Model Center.** The Owners of Lots in the Model Center shall be responsible for the maintenance and repair of the grounds and improvements of or on their individual Lots in a neat and attractive manner, including, but not limited to, the periodic repainting of the improvements, in such a manner as to maintain the particularly high standards necessary to the success of the Model Center, as determined by Declarant or by the Owners of Lots in the Model Center, or a committee thereof, and approved by Declarant.

In the event an Owner of a Lot in the Model Center shall fail to maintain the grounds or improvements of or on his individual Lot in a manner satisfactory to Declarant, Declarant shall have the right, through its agents and employees, to enter upon said Lot, and any improvements thereon, and effectuate the needed maintenance or repair. The costs incurred by Declarant in so maintaining or repairing the Lot shall be payable by the Owner of the Lot to Declarant and Declarant shall have a lien upon such Lot for such costs, enforceable as with liens for unpaid assessments, as provided herein.

ARTICLE VII

RESIDENTIAL AREA COVENANTS

Section 1. **Use Restrictions.** Each and all Lots within the Properties are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes.

Only one (1) residence, with a least 1,700 square feet of “living area” as defined in Section 3 of Article V hereinabove, may be built upon each Lot. A construction shed and related facilities may be placed on a Lot by the Owner and remain there temporarily during the course of active construction of a residence; otherwise, no portable or temporary buildings, carports, mobile homes, tents, shacks or barns may be placed on a Lot. The Declarant shall also be permitted to make temporary use of a construction trailer, model homes, sales displays, parking lots, sales offices or other offices, or any one combination thereof, of a Lot, until the permanent cessation of all such uses, by Declarant, takes place.

Section 2. **Easements.** Easements for the installation and maintenance of utilities and for the installation and maintenance of drainage facilities are reserved as shown on the recorded plat of the Properties. Within these easements, no improvement, planting or other material shall be placed or permitted to remain that may damage any facility installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction of flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for installations for which a public authority, utility company or special; taxing district is responsible. All original grantees of the above-stated easement, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines sanitary sewers, gas mains, storm drains, electric and telephone lines, under and through the utility and drainage easement as shown on the plat. There is hereby reserved a perpetual easement for the installation and maintenance of cable and community antenna radio and television lines. Any damage caused to pavements, driveways, drainage facilities, sidewalks or other improvements in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused such damage. All utilities within the Properties, whether street rights-of-way or within utility easements, shall be installed and maintained underground, unless approval for above ground installation is first obtained from the Architectural Control Committee and such installation and approval is not inconsistent with applicable ordinances.

Section 3. **Temporary Buildings.** Trailers, tents, shacks, carports, barns or other temporary buildings of any design whatsoever are expressly prohibited within the Properties and no temporary residence shall be permitted in any unfinished dwelling. This restriction shall not prevent temporary buildings used by contractors of the

Declarant or its agents and employees in construction work, which shall be removed from the premises on the completion of the construction work.

Section 4. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign, designed and constructed in accordance with the standards promulgated by the Architectural Control Committee, advertising the property for sale or rent, may be displayed in the front yard of any Lot upon which a Unit has been constructed. Notwithstanding the forgoing, no sign of any kind shall be displayed to the public view on any vacant Lot. The Association shall have the right to enter upon any Lot for the purpose of removing any sign displayed in violation of this Section, and shall not be liable in any way for such entry or removal. Notwithstanding anything to the contrary contained herein, Declarant reserves unto itself, and shall have, the right to display signs on vacant Lots. Such signs as are allowed must be maintained in good condition at all times, must be removed upon termination of their use, and must have the approval of the Architectural Control Committee.

Section 5. **Pets, Livestock and Poultry.** No animals, livestock, potbellied pigs, or poultry of any kind shall be raised, bred or kept on any Unit, Lot or in any improvement thereon, except dogs, cats and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, provided that; they are not kept, bred or maintained for any commercial purpose or in excessive numbers; all permissible household pets have been duly licensed in compliance with all governmental regulations; and they do not become an annoyance or nuisance to any neighbor. All such household pets shall not be permitted or allowed to stray, run, be, or go at large, without a leash or other appropriate restraint, in or upon any street, sidewalk, walkway, the Common Area or the private property of others without the express or implied consent of the owner of such private property. No dogs or other pets shall be permitted to have excretions on any portion of the Common Area. In the event of any such excretions, the owner of said dog or other pet shall immediately remove and dispose of said excretions.

Section 6. **Water Supply.** No individual Owner may permit to be located upon his Lot any individual water supply system other than for irrigation purposes. This covenant shall not restrict the Association from permitting a water supply system to exist upon the Common Area for irrigation purposes.

Section 7. **Parking Restrictions.** No trucks, service vehicles or commercial vehicles, other than those present on business, and no home trailers, motor homes, campers, boats, boat trailers, or recreational vehicles or trailers, of any and every other description shall be permitted to be parked or stored on the Common Area or any publicly-dedicated or private street or right-of-way in the Properties or on any Lot, except in an enclosed garage out of sight from public view. In any event, trucks, service vehicles or commercial vehicles shall not be permitted to be parked or stored on any Lot, Common Area or any publicly-dedicated or private street or right-of-way for a period of time exceeding twelve (12) hours or overnight. This restriction shall not apply to

contractors of Declarant or its agents and employees during periods of construction work on the Properties.

Only passenger automobiles, passenger station wagons, and trucks and vans primarily used to carry passengers, not otherwise excluded, shall be permitted to be parked or stored on the driveway of a Lot within sight of public view; provided, however, that no such passenger automobiles, passenger station wagons, trucks, or vans shall be so parked except in compliance with this Section 7 and then only on a temporary basis or in the absence of available space in an enclosed garage.

No owner of a Lot shall repair or restore any motor vehicle, boat, trailer or other vehicle on any portion of any Lot, or the Common Area or publicly dedicated or private street or right-of-way except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

In the event a boat and recreational vehicle parking facility is provided to the Owners by the Declarant or the Association, the Owners, their tenants, guests, and invitees, may, after obtaining a permit from the Association and paying any applicable fee therefore, park such motor homes, campers, boats, boat trailers, or recreational vehicles or trailers in such boat and recreational vehicles parking facility. Unauthorized vehicles may be towed at the Owner's expense and the owner thereof may be fined Fifty and no/100 Dollars (\$50.00) for each day such vehicle is improperly parked.

Notwithstanding anything to the contrary contained herein, no vehicles of any kind or description may be parked anywhere on a publicly dedicated or private street or right-of-way or on the Common Areas or Recreational Facilities for a period of time exceeding twelve (12) hours. No vehicles of any kind or description [may be parked] on the Common Areas or Recreational Facilities, except in designated parking areas, and no vehicles of any kind or description may be parked in the designated parking areas without a resident's permit or a visitor's permit (as the case may be) from the Association. Unauthorized vehicles parked on the Common Areas in violation of this Section 7 may be towed at the owner's expense. The owner of any vehicle improperly parked anywhere on the Properties may also be fined Fifty and no/100 Dollars (\$50.00) for each day such vehicle is improperly parked, to a maximum of One Thousand and no/00 Dollars (\$1,000.00)

Section 8. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot or the Common Area except on designated collection days and in a suitable receptacle or dumpster which is placed or situated so as to be as inconspicuous as possible and which is substantially shielded or screened from the view of the neighboring property and the Common Area; provided, however, that garden trash and rubbish that is required to be placed at a point, approved by the Architectural Control Committee, in order to be collected may be placed and kept at such designated point, and need not be in any container, for periods not exceeding twenty-four (24) hours, provided, further, that the requirements, from time to time, of Hernando County, Florida or other governmental subdivision having jurisdiction over such matters, for disposal or collection

shall be complied with and that all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 9. **Drainage.** No installations or improvements shall be permitted, placed or erected, nor shall any alterations of any kind, including but not limited to landscaping, be made, permitted, or placed upon, any Lot or the Common Area which shall in any way hinder the surface or subsurface drainage of the Properties.

Section 10. **Telephone, Gas, CATV and Electric Services.** Service to all Lots by telephone, gas, community radio and television, and electric power must be by underground services from easement areas into the improvements, unless an exception therefor is granted by the Architectural Control Committee and that exception is not inconsistent with applicable ordinances.

Section 11. **Unit Air Conditioners and Reflective Materials.** No air conditioning or heating units may be mounted through windows or walls unless the type, location, method of installation, appearance and desirability per se, have been approved by the Architectural Control Committee. It is the intent of this provision to authorize said Committee, in its sole discretion, to approve or disapprove any such air conditioning units on purely aesthetic grounds or any other grounds, or for the reason that there should be no such window or wall units in such location. No building on any Lot or the Common Area shall have any aluminum or other metal foil, film or tape placed or displayed in any window or glass door, nor shall any other reflective material or substance be shown or displayed on any glass of any building on any Lot, or the Common Area.

Section 12. **Exterior Antennas, Cable Reception Dishes.**

A. These restrictions are being adopted to maintain aesthetic quality and property values of the homes in Pristine Place and to preserve the safety of the residents in the community while not precluding any resident from receiving an acceptable quality broadcast signal pursuant to FCC rules and regulations.

B. Satellite dishes, antennas and receivers not specifically permitted by the rules of the Federal Communications Commission (FCC), effective October 14, 1996, must obtain prior approval through the Architectural Control Committee and the Board of Directors (referred to herein as "the Board"), in accordance with the restrictions and procedures in effect at the Subdivision from time to time.

C. As to those specific dishes, antennas and receivers permitted in the FCC rules, including satellite dishes less than one meter in diameter, and MMDS antennas and receivers (wireless cable) less than one meter in length or diameter, an expedited review process shall be followed:

I. A Registration Form must be completed by any owner proposing to install any dish, antenna or receiver provided for by the FCC rules. Such forms may be modified from time to time by the Board.

II. The Registration Form must be submitted to the designated representative of the Board by hand-delivery at least 5 days prior to the proposed installation, with all necessary information for the Association to review the proposal. If all information regarding the installation is contained in the Registration Form, and the installation complies with the rules and guidelines of the Association, the association representative shall notify the homeowner as soon as possible after receipt of such information that the installation may proceed as proposed, providing that the Hold Harmless and Indemnification Agreement required by these rules is also provided.

III. In the event that the designated representative of the Board has questions about the contents or any omissions in the Registration Form, he/she will contact the homeowner as soon as possible after receipt, within the 5-day period, in order to discuss the nature of the proposed installation. If applicable, a second visit by the company or surveyor who identified the proposed location of the equipment may be required by the Association, in order to determine whether a more acceptable method of installation, or location, is possible. No installation is to take place until the registration form has been accepted and any questions regarding the manner, size and location of the installation have been resolved. The Hold Harmless Agreement must also be executed by the lot owners prior to installation, in the event that the Association has any safety concerns in connection with a particular installation.

IV. The preferred locations for installations of dishes and antennas, from an aesthetic and safety perspective are as follows:

MOST ACCEPTABLE

1. In rear of property;
2. In other location where not visible from front street view of home, or side street if corner lot;
3. On side of property; and

LEAST ACCEPTABLE

4. On roof, chimney or other visible location.

V. No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

VI. Due to safety concerns relating to wind loads, and the risk of falling or flying structures, any installation that will extend more than twelve feet above the roof line must go through a separate approval process under the standard Architectural Control Committee procedure. Detailed drawings of the structure and methods of anchorage shall

be submitted with the certification from a licensed contractor that such plans properly address any safety concerns.

VII. All installations are to be completed in a manner that will cause the least adverse visual impact on neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from neighboring properties the Association may require inexpensive landscaping, or painting in a color compatible with the building, in order to minimize any adverse impact.

VIII. Homeowners will be required to maintain all installations in a safe and proper manner.

IX. No homeowner may install or maintain more than one antenna or satellite dish on their property at any time.

D. Any violation of these rules will subject the lot owner to sanctions, including attorneys' fees and all other remedies provided for in the Association's documents.

E. If any portion or section of these rules is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining rules and provisions.

F. The Board of Directors may adopt additional rules and regulations to implement this section, and may change the forms from time to time.

Section 13. **Excavation.** No excavation shall be made on the Properties except for the purposes of: swimming pool installation; construction and building on the Properties by the Declarant or on a Lot by the Owner, at the time of commencement of such building and construction; and the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the Properties except with the prior written permission of the Architectural Control Committee.

Section 14. **Waste Material.** No building waste or other material, of any kind or description, shall be dumped or stored on the Properties except earth for the purpose of grading in connection with the erection of a building thereon or for the immediate improvement of the grounds or landscaping thereof with the prior written approval of the Architectural Control Committee.

Section 15. **Tree Removal.** No living trees larger than six inches (6") in diameter shall be cut down or removed from the Properties other than those standing within an area to be cleared or excavated for the erection of a building and accessory improvements thereon without the prior written consent of the Architectural Control Committee and any applicable governmental authorities. Subject to this exception, if any tree is cut down, removed or damaged without the prior written consent of the

Architectural Control Committee, the Owner responsible for the destruction of the tree shall pay a fine to the Association in amount not to exceed Two Hundred Dollars (\$200.00) for each tree and shall forthwith replace the tree under the supervision and to the satisfaction of said Committee as to type, size and planting of the replacement tree.

If the Owner responsible for the destruction of a tree fails to pay to the Association any fine levied by the Association within fifteen (15) days after demand for payment from the Association, the Association may levy an assessment against his Lot for the amount of such fine, which shall constitute a lien upon such Lot, together with interest thereon and costs of collection of same, including reasonable attorney's fees, and shall be enforceable as with other liens for unpaid assessments, as provided in Article IV.

A current (within ninety (90) days) boundary survey and a tree survey prepared by King Engineering Associates, Inc., or other surveyor acceptable to the Architectural Control Committee and showing all trees of six inches (6") in diameter shall be submitted to the Architectural Control Committee at any time that plans and specifications for the erection of any improvement on any Lot, or for any grading, landscaping or other alteration of the natural topography, is submitted. Such survey shall also indicate any such trees to be removed (with the consent of the Architectural Control Committee.)

Section 16. Commencement of Construction. Completion of construction shall be within twelve (12) months of commencement. Prior to the construction, the vacant Lots shall be mowed and maintained in an aesthetically compatible manner in order to preserve the attractiveness of the community.

Section 17. Sodding. Upon completion of construction of the dwelling on each Lot, full sodding shall be installed from the front roadway to the rear of the Lot (sodding plugs and/or seeding may be installed in the exterior portion of the Lot from the rear of the dwelling) so as to preserve and maintain the aesthetic in integrity of the community.

Section 18. Driveways and Sidewalks. During construction of the dwelling on each Lot, the Owner shall cause to be installed a concrete driveway. Said driveway may be constructed of quality paver bricks or other concrete covering. The color selection shall be approved by the Architectural Control Committee and must meet applicable building codes and comply with the required specifications of the driveway for the dwelling. The owner shall cause to be installed a four (4') foot wide concrete sidewalk, meeting applicable building codes and otherwise complying with the required specifications of the Architectural Control Committee. The sidewalk shall be installed in the easement reserved as set forth on the Plat of Pristine Place. Each Owner shall locate and construct said driveway and sidewalk in accordance with the plans, specifications approved by, and the other requirements of, the Architectural Control Committee.

Section 19. Extension of Anderson/Snow Road. Deleted December 11, 2000.

Section 20. Compliance with County Governmental Requirements. By acceptance of title to his Lot, each Owner shall be deemed conclusively to have received

the following notices, as required by the Board of County Commissioners of Hernando County:

There is intensive agricultural activity in the proximity to this project and this lot (or parcel).

There is a special tax district for street lighting and sidewalk maintenance within this project and this Lot (or parcel).

Noise Warning: An Airport Facility is located within a range of 1 to 4 miles of this project and this lot (or parcel) is subject to noise levels produced by low flying jet aircraft taking off and landing. Additional noise information may be obtained by contacting the Airport Manager of the Hernando County Airport.

Section 21. Use of Lots in Model Center. Notwithstanding any provision to the contrary contained in this Declaration, any amendment hereto, any Supplemental Declaration, or any amendment thereto, each Lot within the Model Center, during the period within which such Lot is included in the designation of same, is restricted to the use of a licensed builder active in the business of building and selling single-family residences at retail and approved by Declarant exclusively for purposes of a builder's model and:

A. During such period, no such Lot may be used for residential purposes or for any purposes other than for purposes of a builder's model.

B. During such period, no such Lot may be used for purposes of a builder's model in violation of any rules or regulation adopted from time to time by Declarant or by the Owners of Lots in the Model Center, or a committee thereof, and approved by Declarant.

C. During such period, no such Lot, nor any interest therein, may be sold, leased, or otherwise transferred without the prior written consent of Declarant, which consent shall not be unreasonably withheld or delayed unless Declarant, in Declarant's sole and absolute discretion, determines that such sale, lease, or other transfer may adversely affect the operation of the Model Center, or the operation of other Owners of Lots in the Model Center. Any such sale, lease, or other transfer without the prior written consent of Declarant shall be void and of no force and effect.

Section 22. Use Restrictions. No fence shall be erected or maintained on any Lot or Lots which exceeds four (4) feet in height. Wood fences must be of finished materials of 1 inch nominal size thickness or greater, and painted with an appropriate color to match the single family dwelling; no unfinished wood fences are permitted. Chain link fences must be vinyl-clad in either green or black. That portion of fence closest to and running parallel with the street on both sides of the house must be planted on the exterior side with hedge materials of a height sufficient to provide an effective visual screen. No fences shall be allowed in front yards. A front yard, as used herein, is

defined as that portion of a Lot between the curb and the front corners of a dwelling. All fences shall be maintained in good condition by the Owner of the Lot or Lots on which they are located.

ARTICLE VIII

RULES AND REGULATIONS

Section 1. **Compliance by Owners.** Every Owner shall comply with the covenants, conditions, and restrictions set forth herein; the Articles of Incorporation and the Bylaws of the Association; any and all rules and regulations adopted by the Board of Directors of the Association; any and all rules, standards, guidelines and procedures adopted by the Architectural Control Committee; any and all rules and regulations adopted or approved by Declarant with regards to the use of the Lots within the Model Center; and all applicable State, County and local ordinances.

Section 2. **Enforcement.** Failure of an Owner to comply with such covenants, conditions, restrictions, and rules and regulations shall subject the Owner (other than Declarant) to a fine levied by the Association, in its sole and absolute discretion, or, in the event of a violation of the rules and regulations adopted or approved by Declarant with regard to the use of the Lots in the Model Center, to a fine levied by Declarant, in its sole and absolute discretion, in either event in an amount not to exceed Two Hundred and no/100 Dollars (\$200.00) for each day such Owner fails to so comply (except as otherwise provided herein) and shall be grounds for legal action, by the Declarant and, except for a violation of the rules and regulations adopted by Declarant with regard to the use of the Lots within the Model Center, the Association or any Lot Owner, which may include, without limitation, an action to recover fines or other sums due for damages, an action for injunctive relief, or any combination thereof.

If the Lot Owner fails to pay to the Association or to the Declarant any fine levied by the Association or by the Declarant within fifteen (15) days after demand for payment from the Association or the Declarant, the amount of such fine shall constitute a lien upon such Lot, together with interest thereon and costs of collection of same, including reasonable attorney's fees, and shall be enforceable as with other liens for unpaid assessments, as provided in Article IV. The prevailing party in any such legal action shall also be entitled to recover his costs and attorneys' fees incurred in bringing such action, and if necessary, costs and attorneys' fees for appellate review. Additionally, the Association shall have the right to suspend voting rights and use of the Common Area of any Owner who fails to so comply and Declarant shall have the right to immediately suspend the use of any Lot in the Model Center for the remainder of the period of such designation, for any violation of the rules and regulations adopted or approved by Declarant with regard to the use of the Lots in the Model Center by the Owner of the Lot.

ARTICLE IX

GENERAL PROVISIONS

Section 1. **Duration.** The covenants and restrictions of this Declaration, and any Supplement Declaration, shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the affirmative vote of ninety percent (90%) of the Unit Owners voting in person or by proxy at a meeting duly notices and called for such purpose. This and any Supplemental Declaration may be amended as provided in Section 5 of this Article IX.

Section 2. **Notice.** Any notice required to be sent to any Member or Owner under the Provisions of this Declaration or any Supplemental Declaration, shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing. The Association may demand of each Owner a sworn statement of the Owner's address for notices and service of process.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover the damages, and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association, or after the transfer of control, any Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. **Amendment.** In addition to any other manner herein provided for the amendment of this Declaration or any Supplemental Declaration may be amended, changed, added to, derogated from, or deleted at any time during the first twenty (20) year period from and after the effective date hereof, as long as the Declarant owns at least one (1) Lot, by certificate of amendment executed by the Declarant with the formalities of a deed, without the necessity for approval or joinder of the Class A Members or the Association. After all of the Lots have been conveyed by the Declarant to the other

Owners, the provisions of this Declaration or any Supplemental Declaration may be amended, changed, added to, derogated from, or deleted at any time during said first twenty (20) year period and any successive ten (10) year period upon the approval of two-thirds (2/3) of the Class A Members, by certificate of amendment executed by the President and attested to by the Secretary of the Association with the formalities of a deed. Any amendment of this Declaration, or any Supplemental Declarations, which affect the Common Area identified as the surface water management system, including the water management portion of the Common Areas, must have prior written approval by the Southwest Florida Water Management District. Any amendment must be recorded in the public records of Hernando County, Florida.

Section 6. Special Amendments. Notwithstanding any provision to the contrary contained in this Declaration, any amendment hereto, any Supplemental Declaration, or any amendment thereto, Declarant reserves the right and power to make, execute, and record a special amendment (["Special Amendment"]) to this Declaration at any time and from time to time to amend this Declaration (I) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (II) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages encumbering Lots; (III) to correct clerical or typographical errors in this Declaration, any exhibit or amendment hereto, any Supplement Declaration, or any amendment thereto; (IV) to bring this Declaration into compliance with applicable laws, ordinances, or governmental regulations; (V) to bring this Declaration into compliance with the requirements of regulatory agencies relating to the development of the Properties or the approval of documents filed or required of Declarant in connection therewith; or (VI) to minimize any federal or state income tax liability of the Association. In furtherance of the forgoing, a power coupled with an interest is hereby reserved and granted to Declarant to make, execute, or consent to a Special Amendment on behalf of each Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to make, execute, and record Special Amendments.

Section 7. Additional Common Area. Additional real property or Common Area may be annexed to the Properties by the Declarant without the necessity for approval or joinder of the Class A Members or the Association, by making a Supplemental Declaration.

Section 8. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or grantor and the Lot number and address, any such mortgage holder, insurer or grantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which materially and adversely affects a material portion of the Properties of any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, which remains delinquent for a period of sixty (60) days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action which would require the consent of a specific percentage of mortgage holders.

Section 9. **Association Information.** Upon request, during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, upon payment of the reasonable costs thereof, current copies of this Declaration, the Articles of Incorporation and Bylaws of the Association, any rules and regulations concerning the Properties, and the books, records and financial statements, for the immediately preceding fiscal year, of the Association.

Upon the conveyance of any Lot by the Owners thereof (other than the Declarant), the grantor/owner shall deliver to grantee/owner a complete copy of this Declaration and the Articles of Incorporation, Bylaws, rules and regulations of the Association and the grantee/Owner shall immediately provide the Association with its name and a sworn statement of its address for notices and service of process.

Section 10. **Effective Date.** This Declaration shall be effective from and after the date hereof, notwithstanding that it has been or may be executed or recorded in the public records of Hernando County, Florida, at a later date.

Section 11. **Encroachment Easements.** In the event that any improvement shall encroach upon any of the Common Area, or upon any Lot, or in the event that any Common Area or Lot shall encroach upon any improvements, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

Section 12. **Southwest Florida Water Management District** has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management systems facilities. If the Association ceases to exist, all of the lot owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system facilities in accordance with the requirements of the

Environmental Resource Permit, unless and until an alternate entity assumes responsibility as provided for by law.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused its duly appointed and authorized representatives and officers to execute and seal this Declaration this 18 day of January, 1990.

PARK AVENUE COMMUNITIES, INC.

Signed *George F. Steigner*
Vice President

The foregoing instrument was acknowledged before me this 18th day of January, 1990, by GEORGE F. STEIGNER, as Vice President of PARK AVENUE COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

Signed *Susan Ralantino*
Notary Public

**STATE OF FLORIDA
COUNTY OF PINELLAS**