

SEVEN OAKS

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. DEFINITIONS

The following words and terms when used herein or in any supplemental or amended declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

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 TO 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:

1. adopt and amend Bylaws and Rules and Regulations governing the use, appearance and maintenance of the Common Property and Lots;
2. 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;
3. hire and discharge managing agents and other employees, agents and independent contractors;
4. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Residential Unit Owners;
5. make contracts and incur liabilities;
6. impose and receive any payments, fees or charges for services provided to Residential Unit Owners;
7. 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;
8. impose reasonable charges for the preparation and recordation of statements of unpaid assessments;
9. provide for the indemnification of its officers and maintain directors' and officers' liability insurance;

10. acquire, hold, encumber, mortgage and convey in its own name any right, title, or interest to real or personal property;

11. assign its right to future income, but only to the extent the Declaration, Articles and Bylaws expressly so provides;

12. exercise any other powers conferred by the Declaration, the Articles or Bylaws;

13. exercise all other powers that may be exercised in this State by similar legal entities; and

14. 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-suite 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 its 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.