

Prepared By and Return to:
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LONGLEAF (Parcel 12, Unit 1 and Unit 2 of Meadow Points)**

This is to certify that at a duly called meeting of the members of Longleaf Homeowner's Association, Inc. (the "Association") held on February 18, 2014, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Longleaf, attached hereto as Exhibit A, was duly adopted by the membership. The Declaration of Easements, Covenants, Conditions and Restrictions for Longleaf was originally recorded in Official Records Book 3951, Page 1090, Public Records of Pasco County, Florida, and subsequently amended.

IN WITNESS WHEREOF, LONGLEAF HOMEOWNER'S ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 24th day of February, 2014.

LONGLEAF HOMEOWNERS ASSOCIATION, INC.

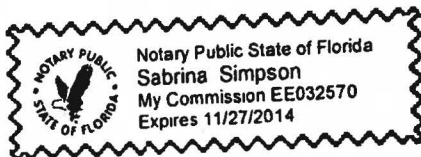
By: Robert L. Marvin
Signature
ROBERT L. MARVIN - President
Printed Name and Title

[Signature]
Signature of Witness #1
Theresa Lockwood
Printed Name of Witness #1

[Signature]
Signature of Witness #2
Sabrina Simpson
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 24th day of February, 2014, by Robert L. Marvin as President of LONGLEAF HOMEOWNER'S ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced Dr. license as identification.



[Signature]
Notary Public
Sabrina Simpson
Printed Name

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**ADOPTED AMENDED AND RESTATED
DECLARATION OF EASEMENTS
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LONGLEAF (Parcel 12, Unit 1 and Unit 2 of Meadow Pointe)**

This instrument amends, consolidates and restates in its entirety the Declaration of Easements, Conditions and Restrictions for Longleaf.

WITNESSETH:

WHEREAS, the original Declaration of Easements, Conditions and Restrictions for Longleaf, was originally recorded on June 15, 1998 at Official Records Book 3951, Page 1090, and has been subsequently amended to date at Official Records Book 4369, Page 773; Official Records Book 5273, Page 577; Official Records Book 5443, Page 1190; Official Records Book 5989, Page 1564; Official Records Book 6324, Page 1838; Official Records Book 7783, Page 1887; and Official Records Book 7847, Page 1004, all of the Public Records of Pasco County, Florida; and

WHEREAS, it is desirable to consolidate and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with the Longleaf Community, as well as to update the Declaration as provided for herein;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Easements, Conditions and Restrictions (as so amended, consolidated and restated, called the "Declaration") supersedes the original Declaration for Longleaf and all amendments thereto.

All of the real property described in Exhibit "A" attached to the original Declaration recorded at Official Records Book 3951, Page 1090, and all of the real property described in Exhibit "A" attached to the Supplemental Declaration of Easements, Covenants, Conditions and Restrictions for Longleaf recorded at Official Records Book 4369, Page 773 shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the described real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Association" means LONGLEAF HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, its successors and assigns. Unless a vote of the membership is specifically required by this Declaration or the Florida Statutes, the Board of Directors has the authority to take any actions on behalf of the Association, and therefore the term "Association" may sometimes be used interchangeably with "Board".

Section 2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 3. "CDD" means the Meadow Pointe II Community Development District, a special purpose unit of local government organized and existing pursuant to Chapter 190, Florida Statutes.

Section 4. "Declarant" means TROUT CREEK DEVELOPMENT CORPORATION, a Delaware corporation, and its prior successors and assigns.

Section 5. "FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America and its successors.

Section 6. "Law" includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable to the Property or to any and all activities thereon.

Section 7. "Lot" means any plot of ground shown on any recorded subdivision plat of the Property as a numbered Lot which is intended to be subject to individual ownership, and excluding the streets or other areas dedicated to public or other use.

Section 8. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for performance of an obligation. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

Section 9. "Mortgagees" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 10. "Owner" means the record Owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

Section 11. "Person" means any natural person or artificial legal entity, unless the context expressly requires otherwise.

Section 12. "Plats" means the recorded plat of Meadow Pointe, Parcel 12, Unit 1 per Plat Book 35, Pages 80 through 84, Public Records of Pasco County, Florida, and the recorded plat of Meadow Pointe, Parcel 12, Unit 2 as recorded in Plat Book 38, Pages 90 through 94, Public Records of Pasco County, Florida.

Section 13. "Property" means the real property that is subject to this Declaration as described in Exhibit "A" attached to the original Declaration recorded at Official Records Book 3951, Page 1090, and Exhibit "A" attached to the Supplement Declaration of Easements, Covenants, Conditions and Restrictions for Longleaf recorded at Official Records Book 4369, Page 773, and as described on the Plats identified herein.

Section 14. "Recorded" means filed for record in the Public Records of Pasco County, Florida.

Section 15. **"Supplemental Declaration"** means the Supplemental Declaration of Easements, Covenants, Conditions and Restrictions for Longleaf recorded at Official Records Book 4369, Page 773.

Section 16. **Documentation, or "Governing Documents."** The legal documentation for Meadow Pointe, Parcel 12, Units 1 and 2, consists of this Declaration, all supplemental Declarations, the Association's Articles of Incorporation, originally recorded at Official Records Book 3951, Page 1118, the Association's Bylaws, originally recorded at Official Records Book 3951, Page 1125, and all amendments to any of the foregoing now or hereafter made, in addition to such Rules and Regulations as may be adopted by the Board of Directors from time to time, pursuant to authority in the Governing Documents. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the Property.

- (a) **"Declaration"** means this Declaration and all applicable Supplemental Declarations as from time to time amended.
- (b) **"Articles"** means the Articles of Incorporation of the Association, and its successors, as from time to time amended. The Articles of Incorporation were originally recorded on June 15, 1998 at Official Records Book 3951, Page 1118, Public Records of Pasco County, Florida.
- (c) **"Bylaws"** means the Bylaws of the Association, and its successors, as from time to time amended. The Bylaws were originally recorded on June 15, 1998 at Official Records Book 3951, Page 1125, Public Records of Pasco County, Florida.

Section 17. **Interpretation.** Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the terms "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days. Unless the context expressly requires otherwise, the terms "Lot," "Platted Lands," "Property" and "Unplatted Lands" include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Section of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

Section 18. **"Unit"** means the dwelling unit constructed on an individual Lot, which is part of a duplex. There are 220 units included in the development.

ARTICLE II **PROPERTY RIGHTS**

Section 1. **Drainage and Utility Easements.** Easements for drainage have been granted (to the Association and the CDD), as private easements, subject to being dedicated to the public as may be delineated on the recorded subdivision plats. The maintenance

responsibility for certain easements may be transferred to the CDD by agreement, or the CDD may have the responsibility for such maintenance under its governing documents or the other applicable documentation governing the property. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the CDD, and the persons entitled to make such use under the applicable provisions of this Declaration. The drains along the rear lot lines of Lots on Echo Pond Place on the east side of the street and Ravenridge Street on the west side of the street are to be maintained by the CDD.

Section 2. Miscellaneous Restrictions on Use of Lots.

- (a) **Antennas and Satellite Dishes.** No television or radio masts, towers, poles, antennas, aerials or appurtenances shall be erected, constructed, maintained or allowed to remain on any Lot in such a manner as to be visible from the exterior of such Lot if a master television or radio antenna system or cable system is available or becomes available to such Lot. Satellite dishes, aerials and antennas shall be permitted only to the extent required by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of satellite dishes, aerials and antennas. As to any facilities which are required to be permitted by applicable law, the following minimum standards shall be applicable:
- (1) No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.
 - (2) All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the residence and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the outside of the buildings or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the residence, in order to minimize any adverse impact.
 - (3) No owner may install or maintain more than one antenna or satellite dish attached to their residence at any time, unless an exception is approved by the Board based upon special circumstances.
 - (4) If any portion of this Section is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining provisions.

(b) **Land Use and Building Type.**

- (1) No lot shall be used except for single-family residential purposes.
- (2) Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows commercial activity taking place in a unit, including but not limited to signage; or regular pick-up or delivery of supplies, materials, partially or completed goods; or any physical or tangible use which evidences any substantial level of commercial activity which is not consistent with the requirement that the property be used for single family residential purposes, in the sole discretion of the Board of Directors. Businesses not requiring regular visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein and do not have any exterior display of business use or activity or adverse impact on surrounding residences or occupants. Such businesses include, but are not limited to, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises, since the business activity is conducted primarily through telephonic and electronic media.
- (3) No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family villa dwelling not to exceed thirty-five (35) feet in height with a minimum square footage of 1200 square feet and with a two-car garage.

(c) **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.

(d) **Temporary Structures, Prohibited Vehicles, Outbuildings, Athletic Equipment.**

- (1) No temporary structure, storage shed, basketball goal, baseball or tennis pitching machines, nets or batting cages, trailer, tent, or shack, or other similar items, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time. No item or structure other than the Unit shall be used on any Lot at any time as a residence, either temporarily or permanently, except as may be specifically authorized by the governing documents of the Association.
- (2) With the exception of household barbecue grills containing propane tanks, which must be out of sight when not in use, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on the Property or any ancillary buildings, and except for household barbecue grills containing propane tanks, all gas

tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall or other screening approved by the Architectural Control Committee referred to in Article VI hereof.

- (e) **Repair and Reconstruction of Units Following Damage to Units and Lots.** In the event a dwelling unit located on a Lot, or a Lot, is damaged, through an act of God or other casualty or insurable event, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications, or such other specifications as are approved in writing by the Board. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit and provide proof annually to the Association of such insurance coverage (see Article IX, Section 2 of this Declaration).
- (1) In the event of damage or destruction by fire or other casualty to the improvements on any Unit or Lot, the Owner or Owners shall repair or rebuild such damaged or destroyed Unit(s) or Lot, and other improvements in a good workmanlike manner, as closely as possible to the original plans and specifications and building layout of said improvements as constructed by the developer or other builder, and to comply with current codes and governmental regulations, when required by law, within a reasonable time to be established by the Board based on the circumstances, unless an extension of time is approved by the Board, and such work is also to be in accordance with the provisions of these covenants. The Lot Owners shall use all available insurance proceeds toward the repairs deemed to be necessary and appropriate by the Association. The Association is authorized, as a third-party beneficiary or due to its responsibility for exterior maintenance, to take action to compel the Lot Owners and their insurers to utilize insurance proceeds for repairs to the Units and Lots, and to recover all costs and attorneys' fees incurred in any necessary actions to enforce this requirement. Once the work is commenced, it must be diligently and continuously pursued until completion. All debris must be removed and the Lot restored to a reasonable and safe condition within thirty (30) days of such damage or destruction. In the event a Lot Owner fails to reconstruct the damaged home, or to promptly clear any debris and restore the Lot to a reasonable and safe condition prior to undertaking the repair work, the Association shall have the authority, if the Board determines that such action is appropriate and cost effective, to make all repairs deemed by the Association to be necessary or appropriate, after

reasonable notice to the Lot Owners, and the costs therefore shall be assessed against the Owners as a specific assessment against the Owner and the Lot.

- (f) **Commercial Trucks, Trailers, Campers and Boats.** No trucks in excess of three-quarters (3/4) ton carrying capacity; vehicles containing commercial lettering or otherwise defined as commercial vehicles; vehicles which have been substantially modified by the addition of oversized tires or other unsightly objects or extensions; campers, mobile homes, motor homes, recreational vehicles, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot except for being actively used in approved construction on said Lot; or except that they may be stored within garages if kept concealed from view. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.
- (1) For purposes of this section, a commercial vehicle is defined as all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle, shows any commercial markings, signs, displays, or otherwise indicates a commercial use. This does not include pickup trucks with a closed box in the bed of the truck and no exposed commercial equipment, supplies or markings.
- (g) **Fences.** No fence, wall, or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Declarant or its assignee, or except any fence or as may be approved by the Architectural Control Committee.
- (h) **Garbage and Trash Disposal.** No garbage, refuse, trash, or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the County of Pasco for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Trash containers must be made of sturdy and waterproof material, with a secure fitting lid. Trash bags are not allowed except for landscaping refuse. All garbage, refuse, trash or rubbish containers must be kept in the garage, or screened from view from all sides at all times in a manner approved by the Board, except during pick-up, and shall not be set outside for more than twelve (12) hours before any scheduled pick-up.
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- (i) **Drying Areas.** No clothing, laundry, or wash shall be aired or dried on any portion of any Lot or roadway. Portable and retractable clotheslines will be permitted only in locations approved by the Architectural Control Committee and only when protected from view by screening or fencing approved by the Committee. Use of clotheslines shall be subject to additional rules and regulations as may be adopted or amended by the Board of Directors or Architectural Control Committee from time to time.

- (j) **Lawful Conduct.** No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid Laws shall be strictly observed.
- (k) **Window Treatments and Garage Doors.** No Lot Owner may display any drapes, curtains or other window treatment which when viewed from the outside of a dwelling unit is of a color other than white or beige. No windows within a dwelling unit may be tinted without the consent of the Architectural Control Committee.
 - (1) No screens are allowed inside or outside of the garage door opening.
- (l) **Lawns.** Each Lot shall contain St. Augustine grass in the sodded portion of the Lot, unless another type of sod is approved in writing by the Association, and shall also contain a functional irrigation system for the sodded and landscaped areas of the Lot.
- (m) **Roofs.** To assure the integrity (condition) of the villa roofs and to not void any existing or future warranties, accessing the roofs is prohibited except for normal maintenance and repair of same by licensed, qualified, and Board approved contractors. Also, there will be no antennas (except as specifically required to be permitted by law, and subject to the Board's prior architectural review and approval when permitted by law), skylights, decorations or any other attachments or devices placed, secured or otherwise located on said roofs. If there is any damage caused due to an authorized or unauthorized installation or accessing of a roof, that roof shall be excluded from future Association maintenance responsibility, unless and until the roof is repaired or replaced by the owner in accordance with the requirements of the Association. All inquiries regarding roofs will be directed to the Board or its managing agent. Roof replacements will be determined by the Board and its consultants. Maintenance of roofs is addressed in Article IV of this Declaration.
- (n) **Number of Dwellings.** No portion of the Property may be combined or resubdivided in any manner so as to increase the number of dwellings on the Property from those established by the Plats of the Property.
- (o) **Utility Connections.** All Lots are served by a sanitary sewer and water system; and no septic tank or well may be installed on any Lot.

Section 3. Pets.

- (a) No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property, except that any one dog shall not to exceed sixty (60) pounds in weight at maturity, cats, and other customary household pets, excluding any exotic or farm animals, may be kept on Lots subject to rules and regulations adopted by the Association, provided such animals are not kept, bred or maintained for any commercial purpose.

- (b) **The following breeds or mix of are not permitted on Association property: American Pit Bull Terrier, American Staffordshire Bull Terrier, Rottweiler, Doberman Pinscher, German Shepherd, Wolf Dog Hybrid or any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.**
- (c) **A maximum of two (2) dogs or cats, or (one) dog and one (1) cat, may be kept at any Lot, either temporarily or permanently. Any new pets which are brought onto the property after the date of this amendment must be approved by the Board, by submitting an application form, with such approval to be based upon whether the pet complies with the rules and restrictions.**
- (d) **Additionally, all pets must have current Pasco County licenses and certifications of all required shots, and all pets must have proof of liability insurance which must be provided to the Association, to cover any potential injuries or damages caused by any new dogs brought into the community. Pet owners are responsible for immediately picking up and properly disposing of any solid waste from their pets on any of the property in the community.**
- (e) **Finally, if any pet becomes a nuisance, or fails to comply with these restrictions after notice from the Association, or unreasonably disturbs the peaceful enjoyment of the property by other residents, the Board of Directors may require that such pet be removed from the community, after notice to the pet owner and the opportunity for a hearing before the Board. The Board of Directors is also authorized to adopt and implement other reasonable regulations and policies to ensure the safety and well-being of the residents.**

Section 4. Parking Rights, Vehicle Repairs. There shall be no parking on any grass or landscaped area, sidewalks, streets or any portion of a Lot other than the driveways and garages constructed for such purpose. No vehicles are to be parked in the driveway, or outside of the garage, unless at least one vehicle is first parked inside the garage at each Lot. Further, references herein to parking in the driveway refer to parking between the garage and sidewalk. No vehicles, when parked, or any cargo or accessories attached to or contained in such vehicles, are allowed to extend over any portion of the sidewalks. Also, no vehicles can be parked in the area between the streets and sidewalks. No motor vehicle, motor home, boat or other equipment shall be repaired, serviced, painted, dismantled, rebuilt, or constructed upon the Property, unless such activities are conducted within an enclosed garage and are completely screened from view. No vehicles of any type may be stored (whether covered or not) on the exterior of any Lot for a period of time exceeding thirty (30) days, if not being used, unless concealed in the garage, or unless written permission from the Board has been obtained for this time limitation to be exceeded. All vehicles must have current license tags and registration, and must be in operable condition if being kept or stored on a Lot outside of the garage.

Section 5. Signs. No sign of any kind, including "For Sale" signs shall be placed on any Lot except those as may be allowed upon application to and approval by the Board or which comply with written adopted standards of the Board.

Section 6. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Property in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the Property, nor shall anything be done therein that may constitute an annoyance or nuisance to any Owner or to any other Person at any time lawfully residing within the Property. Each Owner shall defend, indemnify and hold the Association and all other Owners harmless against all loss from any such damage or waste caused by the negligent or intentional acts or omissions of such Owner, or by any tenant, guest or other person residing at or visiting such Owner's Lot.

Section 7. Rules and Regulations. No Owner or other Person residing within the Property, or invitees, shall violate the Association's rules and regulations for the use of the Lots and all Owners and other Persons residing within the Property, and their invitees, at all times shall do all things reasonably necessary to comply with the same. Wherever any provision of this Declaration, or any other governing document of the Association, prohibits any activity, condition or structure within the Property, such restriction or prohibition is self-executing until such restriction is expressly amended or revoked by the Association.

Section 8. Access by Association. The Association, acting through its Board of Directors and authorized agents, has a right of entry onto each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and for purposes of investigating a suspected violation of the rules or restrictions, and for the purpose of servicing the utility easements described in Article II, Section 1, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law or this Declaration. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 9. Enforcement. All of the restrictions contained herein, and in the Rules adopted by the Board and other applicable laws and governing documents, shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other prohibited vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Board from time to time, may be towed away or otherwise removed by or at the request of the Association, in addition to any other remedies provided for in the governing documents of the Association. Any cost or expense, including expenses for the towing and recovery of the towed or removed vehicle, shall be borne solely by the Owner or the operator of the towed or removed vehicle. General enforcement provisions are also found in Article X, Section 1 of this Declaration, which apply to all violations and enforcement actions.

- (a) **Violations.** In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association or the Architectural Control Committee, the Board may, as an additional remedy, impose fines against owners, tenants and other persons, up to the maximum amount allowed by Florida law as amended from time to time. Before any fine becomes final the person(s) proposed to be fined will be entitled to notice and an opportunity for a hearing, in accordance with any requirements of Florida law, and such additional policies and procedures as may be adopted by the Association. The Association shall also be entitled to recover all costs and attorneys' fees incurred in connection with the adoption and enforcement of the fine, and all fines are collectible as specific assessments against the Lot and Lot Owners to the maximum extent allowed by law.

Section 10. Leasing. All leases must comply with the provisions of this Declaration, and such additional rules and regulations as are adopted by the Board of Directors, provided that such rules and regulations must be reasonable and must be consistent with the terms of the Declaration. A lease is defined as any use of a unit in the absence of the unit Owner where monetary or other consideration is being provided to the Owner in exchange for the right to occupy the unit. The Association may require proof and documentation from Owners, and from persons who are occupying units in the absence of Owners, and who claim that no consideration is being given for such occupancy.

- (a) Prior to any tenant moving in, and at least twenty (20) days prior to the commencement of any proposed lease, an application for approval shall be submitted on such forms as may be developed by the Association. Along with the application, the applicant is to pay an application fee established by the Board of Directors from time to time, up to the maximum amount allowed by law. The application approval process will be administered by the Board of Directors, its agent or designee(s). In connection with any approval, the Board must also receive documentation to confirm that the tenant has received a copy of the applicable rules and restrictions governing the use of the units and property in the community, and has agreed to abide by such rules and restrictions. Additionally, the Association can require the owner and the tenant to sign a Lease Addendum form which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the community; and shall contain a provision appointing the Board as agent for the owner so the Board may act on behalf of the owner to enforce the lease against the tenant. The Association may also require an interview between the proposed tenant(s) and an Association representative. The interview may be conducted by telephone if the Association agrees that circumstances warrant this. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions.
- (b) Renewals of leases must also be approved, and an application must be submitted at least thirty (30) days prior to the expiration of the lease. An application fee will not be required in connection with a lease renewal

and the determination as to whether to approve the renewal will be based upon the conduct of the tenant(s) during the initial and prior term of the lease.

- (c) **Reasons for potential disapproval of any lease are as follows:**
- (1) **Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;**
 - (2) **Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or**
 - (3) **Providing false or incomplete information in connection with an application, including failure to participate in an interview if one is requested by the Association.**
- (d) **All leases, and any renewals of existing leases, will be required to be for a term of twelve (12) months. Further, if the tenant vacates the unit prior to the termination of this minimum lease term, the owner shall not lease the unit again until the twelve (12) months minimum time frame expires, unless an exception to this is approved by the Board. Grounds for exceptions will include hardship situations, including military transfers of a tenant; death of a tenant; job transfers of a tenant outside of the geographical area; and the eviction of the tenant.**
- (e) **In connection with any approved leases, the maximum number of occupants for a leased unit will be two (2) persons per bedroom, including any guests who are staying with the tenants except for "short-term guests", as that term is defined by the Board of Directors from time to time.**
- (f) **In order to promote owner occupancy of the units, any person or entity purchasing a unit may not lease the unit during the first year of their ownership. If a Unit is leased at the time a Unit is purchased, such lease may remain in effect but when it expires the lease is not to be renewed. Further, the one-year waiting period for the new owner to wait before leasing the Unit will not begin to run until after any lease in existence at the time of purchase expires or is terminated. If any lease is entered during the one-year waiting period in violation of these restrictions, the waiting period will be extended upon termination of such lease to provide for a full one-year waiting period, in addition to other remedies for violations, including the right of the Association to evict unauthorized tenants.**
- (g) **In order to promote owner occupancy, no residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds ten percent (10%) of the total number of residential units in the community. In other words, a maximum of 22 units may be leased at any time. Should the Association**

take possession of a Lot and decide to lease same, this lease will not count toward the maximum number of leased Units allowed.

1. The Association shall maintain a list of unit owners who wish to lease their unit(s), but have not been able to do so as a result of the limitations in this section. If at any time there is an owner on such list, the Board shall not approve a residential lease within the community, until such person, or persons, on the list are given a reasonable opportunity to lease their unit first, pursuant to this subsection and such other rules and policies adopted by the Board.
2. Unit owners may voluntarily place their names on the list at any time by providing written documentation to the Board of their desire to be placed on the list. Unit owners may also have their names placed on the list in accordance with the preceding provision. Names will be placed on the list in the order that notification and/or applications are received.
3. If a waiting list has been established due to the maximum number of leased units having been reached, and units become available since the maximum percentage of leased units has fallen below the maximum level at the time of receipt of notification of a desire to lease, or at time of receipt of a proper lease application, and provided the proposed lease and lessee otherwise meets all other provisions of this Declaration and other applicable rules and policies regarding leasing, the Board shall approve of such lease by the Owner(s) whose name(s) appear at the top of the list. If, however, there are more applications and/or Owners desiring to lease their units than available units for lease given the percentage of permissible unit leases available in the community, then the Board shall notify the Owner(s), one by one from the top of the list, of the availability of their unit for lease, as existing leases expire and units become available for lease, whereupon the Owners shall have a period of forty-five (45) days to provide a fully executed and complying lease agreement and application to the Board for approval. After passage of the forty-five (45) day time period, if a proper application is not in the hands of the Board for approval, or if the proposed lease is otherwise not in compliance with the requirements of this Declaration, or if the proposed lease is not approved by the Board in accordance with its authority to disapprove of such a lease under these or other provisions within the Declaration, then the right of the unit owner so notified shall expire, their name(s) shall be placed at the end of the list (if they still desire to lease their unit), and the next unit owner on the list shall be notified of the opportunity to lease their unit. The same forty-five (45) day time period shall apply to all unit owners so notified.

4. The Board may adopt reasonable rules and regulations to implement leasing.
 5. The Board may adopt policies by which to manage and control the leasing of units. In addition to any other remedies available, the Association may evict any unauthorized tenants, at the expense of the Owner, if the Owner fails to take action which is satisfactory to the Association in such circumstances.
 6. Leases will not be subject to renewal or extension without written approval from the Board, and will not be approved unless the maximum number of leased units has not been reached.
 7. Subleasing will not be permitted.
- (h) The restrictions relating to the one-year waiting period for new owners to lease properties, and the maximum number of leases which can be entered in the community, will not apply to any units where the Association is leasing the unit, including situations where the Association has obtained title through foreclosure of its lien or a deed in lieu of foreclosure. This is due to the fact that rents received under those circumstances are for the benefit of all owners, and the Association will only be leasing any such units on a temporary basis and will insure that the tenants comply with all rules and restrictions.

ARTICLE III **Membership and Voting Rights**

Section 1. **Membership.** Every Owner of a Lot is a member of the Association. If title to a Lot is held by more than one Person, each such Person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by record conveyance of title to that Lot. No Person other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

Section 2. **Voting.** Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof; provided, however, there shall be only one (1) vote per Lot. Where more than one person or entity shall at any time be the Owner of a Unit, the vote allocable to such Unit shall be exercised as such Owners mutually determine. Any one of multiple Owners of a Unit may exercise the voting rights on behalf of the Unit, provided that if the multiple Owners cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another Owner, the vote for this Unit will not be counted. The vote of an Owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity who is authorized to vote on behalf of such entity.

Section 3. **Amplification.** The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration or any Supplemental Declaration. The provisions of this Declaration, and the Articles of Incorporation and Bylaws, shall be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration or any Supplemental Declaration control over anything in the Articles of Incorporation or Bylaws to the contrary.

ARTICLE IV
Rights and Obligations of the Association

Section 1. **Maintenance.**

(a) **Responsibility of Association.** Subject to the exceptions and limitations set forth below, the Association shall provide maintenance upon each Lot and each Lot is subject to assessment for such maintenance as provided in Article V of the Declaration, as follows. Where the Association has the "right" to perform certain maintenance activities, but not the "exclusive right," this does not obligate the Association to continue to provide such services, or any certain level of service. All maintenance performed by the Association shall be conducted in the manner necessary to maintain the property in a neat and attractive condition. The Association will have:

- (i) the right to conduct exterior maintenance including the repair, replacement and maintenance of roofs; maintenance, but not necessarily including replacement, of patios, lawns, trees, shrubs, landscaped areas including any partially enclosed front or rear yards of Lots, and structural maintenance of sidewalks and driveway aprons (if the CDD is not determined to be responsible). The Lot Owner will be responsible for pressure washing and cleaning sidewalks and driveway aprons unless the Board or the CDD assumes this responsibility. The Association will also have the right to maintain walks, fences which are not deemed the responsibility of the individual Lot Owners, and the subdivision entry security gates if these are not being maintained by the CDD;
- (ii) the exclusive right to painting and preparation of exterior building surfaces, which must be conducted at least once every seven (7) years, and more frequently if this is determined to be needed by the Board of Directors and its consultants, but not more frequently than every five (5) years;
- (iii) the right to conduct repair, replacement, and maintenance of the drainage and utility easements located on each Lot as described in Article II, Section 1, only in those cases where the CDD or other governmental agency is not responsible;

- (iv) the right to maintain irrigation systems along the exterior of each Lot and within the Irrigation Easement, only in those cases where the CDD or Pasco County are not responsible;
- (v) the right to maintain the Wall Easement, only where the CDD is not determined to be responsible.

The Association's duty of exterior maintenance does not include:

- (vi) glass surfaces on the exterior of the Unit or Lot;
- (vii) repair or replacement of exterior doors; or replacement of any trees, shrubs, lawns or landscaped areas on the Owners' Lots, except that the Association will maintain and replace any approved hedge or other landscaping serving as a boundary between any Lots and having been installed by Declarant or builder; and the Association will replace any items which die as a result of negligent maintenance by the Association or its agents;
- (viii) the Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tomado, hurricane, animal activity, or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time.
- (ix) any items or property which is to be maintained by the Community Development District (CDD) is excluded from Association responsibility;
- (x) the portions of the roofing system to be maintained by the Association include the shingles, underlayment, decking and fascia. Any underlying structural support for the roof is the Owner's responsibility;
- (xi) the Association is not responsible for continued maintenance or replacement of any trees or landscaping which the Board determines, in its discretion, that is not appropriate or cost effective to replace or to ~~and~~ continue maintaining;
- (xii) any additions to landscaping which have been made by Lot Owners are only to continue to be maintained by the Association at the discretion of the Board, and the Board may condition continued maintenance of such items on reimbursement for any additional costs of doing so. All future additions of any landscaping by Lot Owners must be approved in writing by the Board, and any unauthorized additions may be removed, or will otherwise be the Owner's responsibility to maintain if the Board allows such additions to remain;

- (xiii) any damage to lawns or landscaping caused by the Lot Owner's failure to properly irrigate such items in accordance with applicable guidelines will be the responsibility of the Lot Owner;
 - (xiv) any costs to repair damage caused by the negligent or intentional acts of Owners, or their guests, tenants, or invitees, which will be the responsibility of the Owner;
 - (xv) any costs relating to the boundary wall and gate, and landscaping, on Pasco County School District property which abuts Longleaf on the north side of Emmetts Court, providing that the School District or another entity is responsible for such expenses;
 - (xvi) any costs for water or sewer lines; the storm water and pond system; boundary walls and fences; common areas which are landscaped; trash removal; or entry gates and roads which either Pasco County or the CDD is responsible for from time to time;
- (b) **Responsibility of Owner.** The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible. All maintenance performed by the Owner shall be conducted in the manner necessary to maintain the property in a neat and attractive condition;
- (i) repair or replacement of all glass surfaces on his/her Lot and other responsibilities set forth in Paragraph (a) above;
 - (ii) repair and replacement of exterior doors;
 - (iii) replacement of any trees, shrubs, lawns or landscaped areas which are excluded from Association responsibility, provided that the Owner is not required to replace trees and landscaping with the same items which existed previously;
 - (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane, animal activity, or other similar sudden or unexpected casualty damage within the Lot of an Owner;
 - (v) repair or replace any property whether upon such Owner's Lot or any other Lot, which repair or replacement is required because of any negligence or the willful act of such Owner or any member of such Owner's family or household, or any tenant or invitee of such Owner;
 - (vi) pressure washing and other exterior maintenance of lead walks, sidewalks, driveways and driveway aprons (except to the extent that the Association or the CDD is responsible), and exterior building surfaces, which the Owner shall have performed as needed, or when the home is painted as this relates to exterior

building surfaces, to maintain the aesthetic standards of the community;

(vii) any other exterior maintenance which is not specifically assigned to the Association, the CDD, or other governmental agencies.

(c) **Failure of Owner to Repair.** The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances:

(i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or

(ii) such Owner does not when reasonably necessary repair, maintain, or replace any glass or other exterior surfaces or exterior doors on such Owner's Lot; or

(iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot, is required because of any willful or negligent act of such Owner, tenant, or any member of such Owner's family or household or any invitee of such Owner or tenant, or guest of the Owner or tenant; or

(iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot, or any other damage or maintenance which is the Owner's responsibility under the governing documents of this community; and

(v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, by both regular and certified mail, the Association's Board of Directors may elect, but is not obligated, to undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by Article V, Section 4, of the Declaration, including all costs and attorneys' fees incurred in connection with the enforcement of the Owner's obligation.

Section 2. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the

Property or the enforcement of this Declaration, or its Articles, Bylaws, rules and regulations. The Association may contract with others to furnish trash collection, lawn care, and any other services or materials, or both, to all Lots.

Section 3. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Bylaws.

Section 4. Rules and Regulations. The Board from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Property or the Lots, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority vote of the total voting members of the Association who are entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and, in the event a fine is proposed, the affected Owner shall be provided with a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 5. Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any Supplemental Declaration, its Articles or Bylaws, and every other right, power or privilege given to it expressly by this Declaration, any Supplemental Declaration, its Articles or Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power and privilege so granted.

ARTICLE V **Covenant for Assessments**

Section 1. Assessments Established. For each Lot owned within the Property, each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) A General Assessment, as defined in Section 2 of this Article;
- (b) Special Assessments for Capital Improvements, and unanticipated expenses, as defined in Section 5 of this Article; and
- (c) Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration, as provided in Section 4 of this Article.

All of the foregoing, together with any applicable late fees and interest not to exceed the maximum amount permitted by law as computed from the date the delinquency first occurs (as set forth in Section 9 of this Article) and all costs and expenses of collection, including reasonable management company and attorneys' fees and costs, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment arose, and of subsequent owners other than first

mortgage holders. A First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the First Mortgagee's mortgage shall be liable for unpaid assessments in the amount provided by the Florida Statutes as amended from time to time. All other persons or entities acquiring title to a Lot, except when the Association takes title pursuant to a foreclosure of its lien or a deed in lieu of foreclosure, shall be jointly and severally responsible for all amounts owed to the Association by the prior Owner.

Section 2. Purpose of Assessments: Annual Budget. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the property for which the Association is responsible, and for otherwise carrying out the rights and duties of the Association.

The Board shall prepare and adopt an annual budget, which must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current fiscal year. The Budget may contain reserves for deferred maintenance and replacement costs for those items which the Association is responsible for, and shall contain a reserve for repainting of the exterior of the dwelling units on each Lot, at least once every seven (7) years, but not more frequently than every five (5) years. The budget shall also contain a reserve for roof repair and replacement when required, as determined by the Board of Directors and their consultants. The Association shall provide each Owner with a copy of the annual budget in connection with the procedures for adopting the budget as set forth herein.

Assessments shall be in an equal amount for each Lot, with the exception of any Specific Assessments described in Section 1(c) above, which shall be specific to the Lot being assessed. The assessment shall be made on a calendar year basis, collected monthly as provided in Section 3 below.

Section 3. Maximum Annual Assessment and Approval Procedure. The amount of the Annual Assessment, as determined in accordance with the foregoing Section 2, shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period, which period shall be the calendar year. Written notice of the Board meeting where the approval of the budget is to be considered is to be given to the Owners of each Lot at least fourteen (14) days in advance, along with a copy of the proposed budget. After the adoption of the budget, written notice of the annual assessment shall be given to every Owner. The Annual Assessment shall be payable in equal monthly installments. The Board of Directors of the Association may in its own discretion amend the manner in which assessments are collected to quarterly, semi-annually, annually, or any other manner as may be required to fit the needs of the Association. If any Owner defaults in payment of any installment for a period of fifteen (15) days, the Association, at the option of its Board of Directors, may accelerate and declare the unpaid balance for the remainder of the annual assessment immediately due and payable if such Owner fails to cure the default after written notice from the Association, and may impose a late fee to the maximum extent allowed by law without any prior notice.

- (a) If in any year the budget is increased by more than five percent (5%) over the prior year's budget, excluding any charges for reserves or other non-recurring items, the membership can request that a special meeting be held for purposes of reconsidering the budget increase, if such request is made within twenty (20) days from the beginning of the fiscal year. Such request is to be made by a petition signed by at least thirty-

three percent (33%) of the membership. Upon receipt of the petition the Board shall schedule a special meeting of the membership. Members who are not able to attend such meeting may give another member a general proxy to attend such meeting and vote on behalf of the absent member. At the membership meeting, the members may vote to reduce the budget increase to a level of not less than five percent (5%) over the prior year's budget, if such action is approved by at least two-thirds (2/3) of the members who participate in the voting in person or by proxy. The Board of Directors shall then adjust the budget in accordance with any such vote of the membership.

The Annual Assessment does not include capital and operation and maintenance assessments imposed by the CDD.

Section 4. Specific Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, tenants, household members or invitees, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 5. Uniformity of Assessments and Special Assessments. The annual assessment and any special assessment for capital improvements and unanticipated operating expenses shall be uniform throughout the Property.

- (a) In addition to the annual assessment, a special assessment for capital improvements proposed by the Board, or for unanticipated operating expenses incurred during the year, may be adopted by the Board, but except in an emergency such assessment will require prior approval by a majority of the Owners who are entitled to vote at a membership meeting and who participate in the voting at a membership meeting in person or by proxy. A notice relating to the nature and amount of the proposed assessment, and the meeting where such assessment will be voted on by the Owners, is to be provided in writing at least fourteen (14) days prior to the meeting.
- (b) All monies received from any special assessment shall be allocated by Board of Directors to separate budgetary accounts and may not be used for any other purposes without the approval of a majority of the Owners who are present in person or by proxy and voting at a meeting duly convened for such purpose.

Section 6. Certificate Regarding Payment of Annual Assessment. Upon demand, and for a reasonable charge, the Association shall furnish to any interested Person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Lien for Assessment. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments, together with any late fee adopted by the Board from time to time, interest and all costs and expenses of collection, including reasonable attorneys' fees for negotiation, trial and appellate representation, which lien shall be continuing in nature as to all future assessments and related charges, in addition to any fines which are subject to a lien under the Florida Statutes, and shall be prior and superior to all other liens, except (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto, (ii) the lien or charge of any First Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Section 8. Remedies of the Association. Any assessment not received within fifteen (15) days after its due date shall be subject to imposition of a late fee (the amount to be determined from time to time by the Board of Directors in a uniform manner), in addition to bearing interest at the maximum rate allowable by law. The interest charge shall be retroactive to the due date of the delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against such Owner's Lot. The Association may also suspend the right of a delinquent Owner, and guests or tenants of the Owner, to use any common areas, and any services provided by the Association, to the maximum extent allowed by law. The voting rights of delinquent Owners may also be suspended in accordance with the Florida Statutes. No Owner may waive or otherwise escape liability for the Association's assessments by abandonment of such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien, or its priority.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, or prior to foreclosure as allowed by law, the Association will be entitled to collect any rent coming due from tenants occupying the property, and to apply such amounts toward all sums due to the Association. The Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for negotiation, trial and appellate representation. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of resale only. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot may be charged, in its addition to its usual assessment, its pro-rata share of the assessment that would have been charged to such Lot had it not been acquired by the Association as a result of foreclosure. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

Section 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead as provided in Article X, Section 4 of the Constitution of the State of Florida, or any successor provision.

Section 11. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot whereby the holder of any First Mortgage takes title through foreclosure, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that become due prior to such sale or transfer, except for any payments required to be made by such party, to the extent provided by Florida law as amended from time to time. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. Except for the holders of first mortgages who take title as stated above, any other party taking title, through foreclosure or otherwise, is responsible for all past-due amounts owed to the Association.

ARTICLE VI **Architectural Control**

Section 1. Architectural Control Committee. The Board of Directors may appoint as a standing committee an Architectural Control Committee, composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but the Board may employ independent professional advisors to the Committee and allow reasonable compensation to such advisors from Association funds. Committee members need not be Owners.

Section 2. Committee Authority. The Committee, if so empowered by the Board, shall have such authority to regulate the use and appearance of the exterior of the Property as is delegated by the Board to: (1) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Property as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any standards and guidelines adopted by the Board, or contrary to the provisions of the Declaration or the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Board may adopt, promulgate, rescind, amend and revise reasonable architectural standards, rules and regulations in connection with the foregoing; provided, however, such standards, rules and regulations are: (i) consistent with the provisions of this Declaration. Violations of the rules and regulations, and any authorized decisions by the Committee, shall be enforced by the Board in the name of the Association.

Section 3. Committee Approval. No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, including that portion of any Lot which does not contain structures or improvements, except for replacement of items installed by Declarant with identical items, including materials and colors, unless approved by the Architectural Control Committee (or the Board of Directors which shall have final decision-making authority on all issues not specifically delegated to the Committee). The Committee's approval is not required for any changes, alterations or additions to any areas completely screened from view from other Owners or the street; provided, however, any trees or shrubs capable of attaining a height in excess of the walls, fencing or shrubbery as the case may be, or which are visible on the exterior of any fencing, are subject to Committee approval. No Owner may undertake any exterior maintenance of his Lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior approval. No exterior door or glass surface may be replaced by any Owner without the Committee's prior approval unless the replacement is identical to that utilized by Declarant or

the original builder of the Unit. Nothing may be kept, placed, stored or maintained upon the exterior of any Lot without the Committee's prior approval unless it is within any enclosed yard, fully enclosed rear entry patio, or entry area and fully screened from view. Notwithstanding any provision of this Declaration to the contrary, the Committee's approval is not required for any structure, use or activity expressly permitted by the Committee's promulgated standards, rules, and regulations.

Section 4. Procedure.

- (a) All applications to the Committee for approval of any structure, use, activity, alteration, addition or change, required by the preceding section, must be accompanied by detailed plans and specifications, as applicable to the type of request, showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require.
- (b) If the Board or Committee (if granted final approval authority) does not approve or disapprove any application within the thirty (30) days after receipt of all requested information, the approval will be deemed given, unless the Committee or Board notifies the applicant that due to the circumstances additional time is needed, in which case a maximum of an additional thirty (30) days may be taken to finalize the review process. In all other events, the Committee's approval must be in writing.
- (c) If no application has been made to the Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, use, activity, alteration, addition or color change in violation of the prohibitions contained in the preceding section of this Article. The Association or any Owner additionally may resort immediately to any other lawful remedy for such violation.
- (d) The Committee or Board may deny any application upon the ground that the proposed structure, use activity, alteration, addition, or attachment will create an unreasonable maintenance burden upon the Association or, such being the case, may condition its approval upon the Owner's assuming responsibility for its repair, maintenance and replacement. The Committee or Board additionally may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee, and/or upon payment by the applicant of all costs and fees incurred by the Association to process any application which requires special conditions or consideration.
- (e) At the request of any Owner, the Association from time to time will issue without charge a written certification that the improvement and other exterior items situated upon such Owner's Lot have been approved by the Committee, if such is the case.

- (f) The Committee from time to time may adopt, promulgate, rescind, amend and review rules and regulations governing procedure in all matters within its jurisdiction, subject to approval by the Board unless final decision-making authority has been granted to the Committee.
- (g) If the Board of Directors does not constitute itself the Architectural Control Committee, for purposes of making final decisions on all matters addressed in this Article VI of the Declaration, then provision may be made for the review by the Board of decisions of the Architectural Control Committee at the request of the affected Owner, or other aggrieved party, subject to such reasonable limitations and procedures as the Board deems advisable and adopts as part of the Association's rules and regulations.
- (h) The Board of Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Committee and report on such applications to the Committee with such person's recommendation for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable.
- (i) In all events, the Association's procedures for review and enforcement of the architectural control provisions of this Declaration at all times shall attempt to provide any substantially affected Owner with reasonable prior notice and a reasonable opportunity to be heard in person, and/or by a representative of such Owner's choosing. Failure to provide any notice which is not specifically required by law or by the governing documents of the Association will not invalidate any decision of the Committee or the Board.

Section 5. Standards. All actions by the Board of Directors or Architectural Control Committee with respect to architectural control shall attempt to: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Property; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) be consistent with the provisions of this Declaration and the architectural guidelines of the Association; and (iv) be made in the best interests of all Owners in maintaining the value and desirability of the Property as a residential community.

ARTICLE VII

Party Walls and Utility Connections

Section 1. General Rules of Law to Apply. Each wall or fence placed on the dividing line between Lots are considered to be a party wall or fence or roof; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls and fences. The fence abutting the rear property lines between Lots on the west side of Ravenridge Street and the east side of Echo Pond Place are governed by these provisions and the homeowners on both sides of this fence are responsible for the maintenance, repair and replacement of the fence (after obtaining necessary architectural approvals for any changes or replacements).

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall or fence shall be shared by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or fence is destroyed or damaged by fire or other casualty and is not covered by insurance, and if the Owners sharing the use of the wall or fence cannot agree on the repair procedure, then Owners of any Lot which has the shared use of the wall or fence may restore it after notice to other affected Owners, and the Owners of any other Lot which share the use of such wall or fence shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or fence to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

ARTICLE VIII **Operation and Extension**

Section 1. Effect Upon Platted Property. From and after the date the original Declaration was Recorded, all of the Property which is subject to this Declaration shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest therein, or any part thereof, their respective heirs, successors, and assigns, and shall inure to the benefit of the Association and each Owner.

Section 2. Extensions. The extension of the provisions of this Declaration to any lands other than real property within the Plats requires the Association's approval. Any such extension shall be approved by the Board of Directors and at least sixty-seven percent (67%) of the Members of the Association who are entitled to vote and who are present in person or by proxy voting at a meeting duly convened for such purpose as provided in Article X, Section 3, of this Declaration. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and other Owners of all interest in the lands to which the provisions of this Declaration are extended.

ARTICLE IX **Insurance and Casualty Losses: Condemnation**

Section 1. Insurance. Insurance, other than title insurance, shall be covered by the following provisions:

- (a) **Requirement to Purchase.** It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner, and the Owner shall obtain insurance at his own expense as provided for in this Declaration. The Association will obtain liability and other insurance as set forth below.
- (b) **Coverage – Association:**
 - (i) **Public Liability.** In such amounts and such coverage as may be determined appropriate by the Board of Directors of the Association.
 - (ii) **Worker's Compensation Policy.** To meet the requirements of law, and such optional coverage as the Board deems appropriate.
 - (iii) **Other.** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- (c) **Premiums.** Premiums for the described insurance shall be a common expense, collected from Owners as part of the Annual General Assessment. Premiums shall be paid by the Association.
- (d) **Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.
- (e) **Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. **Insurance on Lots.** The Owners of each a Lot shall obtain insurance coverage upon the Lot insuring the property and improvements located thereon in an amount equal to or exceeding the fair market value of the Lot and improvements, as determined by the Property Appraiser's Office for Pasco County from time to time. No self-insurance procedures are allowed. Such coverage shall afford protection against:

- (a) Loss or damage by fire, hurricane, tornado, windstorm, animals, and other hazards covered by a standard extended coverage endorsement, and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood insurance for any property located within a special hazard zone for flooding.

The owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot, or following a written request by the Association after the adoption of this amendment, and shall furnish proof of renewal of such insurance of each anniversary date thereof. If an Owner shall fail to provide such insurance, after reasonable notice from the Association, as one option for enforcement the Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article V, Section 4, of this Declaration, if such coverage is available and this approach is determined by the Board to be cost effective. Additionally or in the alternative, fines may also be imposed, and other remedies sought, against owners who fail to provide proof of insurance consistent with the requirements of this Declaration.

ARTICLE X **General Provisions**

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding at Law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or the other governing documents of the Association. The prevailing party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all actions taken, including negotiations and trial and appellate proceedings, if any. Additionally, the Association shall be entitled to recover pre-litigation attorneys' fees and costs, for demand letters and other enforcement action taken to address violations of the governing documents, to the maximum extent allowed by law. If the Association enforces the provisions of this Declaration against any Owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such Owner's Lot, as provided in Article V, Section 4, of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so any time. If these restrictions are enforced by any Owner or class of Owners, such Owner or class of Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, at the discretion of the Board of Directors.

Section 2. Provisions run with the Land. The provisions of this Declaration shall run with and bind the Property and all other lands to which it is extended as provided in Article VIII, and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors and assigns, until the fiftieth (50th) anniversary of the original Declaration dated June 2, 1998, whereupon they automatically shall be extended for successive periods of ten (10) years each; provided, however, if in the sole event the foregoing is construed by a Court of competent jurisdiction to render the provisions of this Declaration unenforceable prior to or following such fiftieth (50th) anniversary date, then, in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date this Declaration is recorded, at which time it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose, or such other percentage of the members required to act on this matter by the Florida Statutes, elect to renew or reimpose its provisions.

Section 3. Meeting Requirement. Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fourteen (14) days, nor more than sixty (60) days, in advance of such meeting, setting forth its purpose.

Notice of such meeting shall also be posted in a conspicuous place at least forty eight (48) hours in advance of the meeting. At such meeting, the presence of members or proxies entitled to cast at least thirty percent (30%) of the votes constitutes a quorum.

Section 4. Severability. Invalidation of any particular provision of this Declaration, or any Supplemental Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

ARTICLE XI **Amendments**

Section 1. Any amendment to the Declaration may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment provided by Lot Owners is subject to editing as to form and legality by legal counsel for the Association. To be effective, a Certificate of Amendment must be recorded in the public records of Pasco County, Florida and shall contain a certificate of the Association that the requisite approval has been obtained. This Declaration may be amended, at a regular or special meeting of the Association, by an affirmative vote of at least seventy-five (75%) percent of the voting members who participate in the voting in person or by proxy, provided that at least a majority of the entire membership who are entitled to vote participates. A copy of the proposed amendment, and a notice of the meeting and proxy form, shall be provided to the owners of all of the lots at least fourteen (14) days, and not more than sixty (60) days, prior to the meeting where the proposed amendment is to be considered.

Section 2. If any Owner consents to any amendment to this Declaration or the Bylaws or Articles of Incorporation, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

ARTICLE XII **Special Rights of Holders, Insurers or Guarantors of First Mortgages**

Section 1. Notice. Any holder, insurer or guarantor of a First Mortgage has the following rights in connection with the Property as said entity's interest may appear:

- (a) Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of (i) any condemnation loss or any casualty loss which affects a material portion of the Property or any lot upon which a First Mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable; (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to First Mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (iv) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be specified in this Declaration.

- (b) During normal business hours and upon reasonable notice and in a reasonable manner, such eligible mortgage holder, insurers or guarantors shall be afforded the right to inspect the books, records and papers of the Association including the Declaration, Articles and Bylaws, and upon written request to the secretary of the Association to receive copies of the annual financial statements of the Association. The Association may make a reasonable charge to defray its costs incurred in complying with this section.

Section 2. Eligible Holder, Insurer or Guarantor Defined. For purposes of this Declaration an eligible holder, insurer or guarantor means a holder, insurer or guarantor of a First Mortgage on a Lot who has requested notice in writing to the Association of any matter, which notice shall state the name and address of such holder, insurer or guarantor and the Lot number involved.

END OF AMENDED AND RESTATED DECLARATION

This instrument prepared by
(and, after recording, return to):
John S. Inglis, Esq.
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Blvd., Suite 2800
Tampa, Florida 33602

RE



Rcpt: 1751460 Rec: 18.50
DS: 0.00 IT: 0.00
03/01/2016 S. S., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
03/01/2016 09:37am 1 of 2
OR BK 9330 PG 1383

**CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LONGLEAF
(Parcel 12, Unit 1 and Unit 2 of Meadow Pointe)**

This is to certify that at a duly called regular meeting of the members of Longleaf Homeowner's Association, Inc. (the "Association") held on February 16, 2016, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment attached hereto as Exhibit "A" was duly adopted by an affirmative vote of at least seventy-five percent (75%) of the voting members present in person or by proxy, and that at least a majority of the entire membership entitled to vote participated in the meeting. The Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Longleaf (Parcel 12, Unit 1 and Unit 2 of Meadow Pointe) was recorded on March 17, 2014 in Official Records Book 9007, Page 612, of the Public Records of Pasco County, Florida.

IN WITNESS WHEREOF, LONGLEAF HOMEOWNER'S ASSOCIATION, INC. has caused this Certificate of Amendment to be signed by its duly authorized President this 24th day of February, 2016.

WITNESSES:

LONGLEAF HOMEOWNER'S ASSOCIATION, INC.

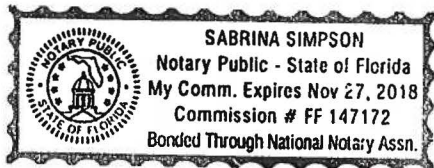
Print Name: Richard Martensen

By:
ROBERT L. MARVIN
President

Print Name Linda Adamo

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing Certificate of Amendment was acknowledged by me this 24th day of February, 2016 by Robert L. Marvin, the President of Longleaf Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or did produce Dr. License as identification.



Notary Public
Name: Sabrina Simpson
My Commission Expires: 11/27/18

EXHIBIT "A" TO CERTIFICATE OF AMENDMENT

Article II, Section 10(g) of the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Longleaf (Parcel 12, Unit 1 and Unit 2 of Meadow Pointe) is amended as follows, which amendments shall become effective on January 1, 2017:

In order to promote owner occupancy, no residential units shall be leased where the aggregate number of residential leases, approved and existing at the time of application, exceeds ~~ten percent (10%)~~ five percent (5%) of the total number of residential units in the community. In other words, a maximum of ~~22~~ 11 units may be leased at any time. Owners who are currently leasing their units may continue to do so, but when the unit is vacated by the current tenants, the unit may not be leased again if the number of residential leases, approved and existing at the time of application, then exceeds five percent (5%) of the total number of residential units in the community. The subject unit will then be placed at the bottom of the waiting list described below. Should the Association take possession of a Lot and decide to lease same, the lease will not count toward the maximum number of leased Units allowed.

Note: Deleted words are ~~stricken~~ and added words are double underlined