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JED PITTMAN, PASCO COUNTY CLERK
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CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBER GREENS

WHEREAS, Timber Greens is a platted subdivision in Pasco County appearing in Plat Book 31, Page 89 as to Phase 1A, Unit 1; Plat Book 31, Page 94 as to Phase 1A, Unit 2; Plat Book 31, Page 97 as to Phase 1B, Unit 3; Plat Book 31, Page 100 as to Phase 1B, Unit 4; Plat Book 31, Page 103 as to Phase 1B, Unit 5; Plat Book 32, Page 6 as to Phase 1C, Unit 6; Plat Book 32, Page 10 as to Phase 1D, Unit 7, Plat Book 32, Page 13 as to Phase 1D, Unit 8; Plat Book 32, Page 17 as to Phase 1D, Unit 9, Plat Book 32, Page 96, as to Phase 1E, Unit 10; Plat Book 32, Page 92 as to Phase 2B, Unit 13; Plat Book 32, Page 58 as to Phase 2-A, Unit 12; Plat Book 32, Page 82 as to Phase 3-A, Unit 11; Plat Book 33, Page 22 as Phase 3-B, Unit 15; Plat Book 35, Page 40 as to Phase 4-B, Unit 18; Plat Book 33, Page 10 as to Phase 5, Unit 16; Plat Book 33, Page 68 as to Phase 4A, Unit 17; Plat Book 33, Page 17 as to Phase 2C, Unit 14; Plat Book 33, Page 68 as to Phase 4A, Unit 17 and Plat Book 33, Page 17 as to Phase 2C, Unit 14, all of the Public Records of Pasco County, Florida and is subject to that Master Declaration of Covenants, Conditions and Restrictions for Timber Greens as recorded in Official Records Book 3251, page 35 et. seq. of the Public Records of Pasco County, as previously supplemented and as modified in Official Records Book 3419, page 1758 of the public records of Pasco County, Florida and all amendments thereto; and

We, WILLIAM SCHOMMER, President and MARY LOU ERLNBUSH, as Secretary of Timber Greens Community Association, Inc., hereby certify that at a meeting of the members of Timber Greens Community Association, Inc., as held on April 14, 2005, in accordance with the Bylaws of Timber Greens Community Association, Inc., and upon a vote of not less than a majority of the Lot, Unit, or Parcel Owners of the

association, the following Amended and Restated Master Declaration of Covenants,
Conditions and Restrictions for Timber Greens was approved:

SEE TEXT ATTACHED HERETO AS EXHIBIT "A"

Dated this 04 day of August, 2005.

TIMBER GREENS COMMUNITY ASSOCIATION,
INC.

(Corporate Seal)

By: *William Schommer*
WILLIAM SCHOMMER, President

Mary Lou Erlimbush
MARY LOU ERLNBUSH, Secretary

TATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that this 4th day of August, 2005 before me personally
appeared WILLIAM SCHOMMER and MARY LOU ERLNBUSH, as President and Secretary,
respectively of Timber Greens Community Association, Inc., to me well known to be the persons who
executed this Certificate of Amendment to the Amended and Restated Master Declaration of Covenants,
Conditions and Restrictions for Timber Greens, and acknowledged before me according to law that each
has made and subscribed the same for the purposes therein mentioned and set forth.

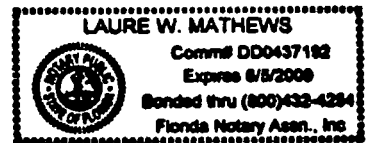
In Witness Whereof, I have hereunto set my hand and official seal this 4th day of
August, 2005.

Laure W Mathews
NOTARY PUBLIC, State of Florida at Large

Print Name: Laure W Mathews

My Commission Expires: 6-5-09

344985.1



**AMENDED AND RESTATED
MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TIMBER GREENS**

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**AMENDED AND RESTATED
MASTER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR TIMBER GREENS**

THE ORIGINAL MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TIMBER GREENS was made by ALICO ESTATES DEVELOPMENT ASSOCIATES, a Florida general partnership, hereinafter referred to as "Declarant" on January 28, 1994 as originally recorded at O.R. Book 3251, Page 0035, et. seq., Pasco County, Florida.

WITNESSETH: That,

WHEREAS, Declarant was at the time of the recording of the original Master Declaration of Covenants, Conditions, and Restrictions for Timber Greens the owner of all of that certain real property in Pasco County, Florida, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (except for those six (6) portions thereof identified in the Joinder by U.S. Home Corporation attached hereto and made a part hereof and those six (6) portions thereof identified in the Joinder by Regency Communities, Inc. attached hereto and made a part hereof) which real property described on Exhibit A is a part of a larger tract of land owned by the Declarant; and

WHEREAS, the Original Master Declaration of Covenants, Conditions, and Restrictions for Timber Greens provided in Article VIII, Section 4 that the Declaration may be amended by a vote to approve the amendment by not less than two-thirds (2/3) of the Lot Owners.

Declarant has declared that all of the real estate described on Exhibit A (including the portions described in both of said Joinders) and such additional portions of said larger tract as may be added thereto pursuant to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real estate and be binding on and inure to the benefit of all parties having any right, title, or interest in such real estate or any part thereof, and their heirs, personal representatives, successors, and assigns.

ARTICLE I DEFINITIONS

Section 1. “Articles” shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications to those Articles.

Section 2. “Association” shall mean and refer to TIMBER GREENS COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 3. “Board of Directors” shall mean and refer to the Association’s Board of Directors.

Section 4. “Bylaws” shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications to those Bylaws.

Section 5. “Common Area” shall mean a golf course, clubhouse and related amenities, private roadways, entrance areas, buffer walls, and drainage, retention, and conservation areas now or hereafter designated or created within the real estate described on Exhibit A and within such additional portions of said larger tract as may be added thereto pursuant to this Declaration and all other real property (including the improvements thereto) owned or leased by the Association (in fee simple or in other interests) for the common use and enjoyment of the Owners. The initial Common Area shall be that certain real estate more particularly described on Exhibit B attached hereto and incorporated herein by reference.

Section 6. “Declarant”, for the purpose of this Declaration and the powers, rights, and authorities granted to the Declarant herein, shall mean and refer to ALICO ESTATES DEVELOPMENT ASSOCIATES, a Florida general partnership.

The term “Declarant” shall not include any person or party who purchases a Lot, from Declarant, unless such purchaser is specifically assigned, by a separate recorded instrument, some or all of the Declarant’s rights, duties, obligations, or responsibilities under this Declaration with regard to the property conveyed.

Section 7. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of Common Area or Areas and areas designated on a recorded plat as a “Parcel.” The Lots may be vacant land or contain detached or attached residential structures.

Section 8. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. “Properties” shall mean and refer to all of the real estate described on Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration by recorded supplemental instrument.

Section 10. "Stormwater Management System" means a system which is designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system as permitted.

**ARTICLE II
PURPOSE**

Section 1. Operation, Maintenance, and Repair of Common Area and Other Areas. The Declarant, in order to insure that the Common Area and other land for which it is responsible will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain, and repair the Common Area, including, but not limited to, roadways and retention areas, and any improvements thereon, to maintain certain decorative entranceways to the Properties and other features within the Properties which are designated by the Board of Directors, to pay for the costs of street lighting for the Common Area, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws or this Declaration and with regard to any other areas as designated by the Board of Directors. The Association as directed by the Board of Directors may maintain other areas which are not Common Area if it is determined by the Board of Directors to be in the best interests of the residents of Timber Greens. These include, but are not limited to, the River Crossing Boulevard right-of-way, the Starkey Boulevard right-of-way, Alico Pass right-of-way, and the decorative entrance at Little Road. The Association shall operate, maintain, and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Consistent with Timber Greens' purpose to provide housing for older persons, the Board of Directors, notwithstanding anything to the contrary contained in this Declaration or otherwise, shall have the authority to levy assessments, alter existing facilities or services and adopt reasonable rules and regulations in compliance with the Fair Housing Amendments Act of 1988 (as such Act shall be amended from time to time).

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described.

**ARTICLE III
PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

A. the right of the Association from time to time in accordance with its Bylaws to establish, modify, amend, and rescind reasonable rules and regulations regarding use of the Common Area;

B. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, which fees may be used to discharge the general financial obligations of the Association;

C. the right of the Association to suspend the voting rights of, and right to use the Common Area by, an Owner for any period during which any assessment levied under this Declaration against the Owner's Lot remains unpaid and suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

D. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles. No such dedication or transfer shall be effective unless a written agreement agreeing to such dedication or transfer, signed by one-half (1/2) of the members, has been recorded;

E. the right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles;

F. the right of the Association to otherwise deal with the Common Area as provided by its Articles;

G. the right of the Association to open the Common Area and, in particular, the recreational facilities and golf course for use by non-members of the Association, including the general public;

H. the right of the Association to sell, lease, or transfer all or any part of the Common Area that has been deeded to the Association to a third party or to any Owner, as provided by its Articles, provided, however, that any sale, lease, or transfer of any part of the Common Area that has been deeded to the Association, including, but not limited to, recreational facilities and the golf course and clubhouse, shall require the approval of two-thirds (2/3) of the members. This paragraph may not be amended without the approval of two-thirds (2/3) of the members;

I. the right of the Association to release or convey its rights to any part of the Common Area, whether or not deeded to the Association, to facilitate development of residential dwellings so long as the release or conveyance does not substantially, materially, and adversely affect the function and use of the remaining Common Areas;

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and Major Rules and Regulations such Owner's right of enjoyment of the Common Area and facilities to such Owner's tenants who reside at or in the Owner's Lot provided the Owner waives such Owner's use in writing.

Section 3. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner.

No noxious, destructive, or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon or therein which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, place, or erect any improvement or structure of any kind on any Common Area without the prior approval of the Board of Directors.

Section 4. Major Rules and Regulations. No Owner or other permitted user shall violate the reasonable rules and regulations promulgated for the use of the Common Area, as the same are from time to time adopted or amended or both by the Association.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Major Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as specified above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entities, all such persons or entities shall be members, but multiple ownership shall not result in additional voting rights. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot.

The Association shall have one (1) class of voting membership. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons or entities determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, nor shall any split vote be permitted with respect to such Lot.

ARTICLE V RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean, and proper condition, order, and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges, and expenses incurred in connection with the operation, administration, and management of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association. The Association shall also be responsible for the repair and replacement of streets, sidewalks, or Common Areas caused as a result of maintenance of utility lines by Pasco County, as more fully provided in the Water, Reclaimed Water, and Wastewater Treatment Service Agreement for Timber Greens between Pasco County and Declarant.

Section 2. Manager. The Association may obtain, employ, and pay for the services of an entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are engaged, furnished, or employed directly by the Association or the Manager.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally may cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

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

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, has covenanted and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be effective from, and relate back to, the date of recording this Declaration and which shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. This continuing lien shall also secure interest on unpaid Assessments, fines for violation of this Declaration or the Bylaws or the Rules and Regulations of the Association, and the costs of collecting unpaid Assessments and fines, and court costs for actions enforcing this Declaration and obtaining injunctions, all including reasonable attorney's fees. Notice of the lien will be given by recording a Claim of Lien in the public records of Pasco County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees, shall also be the obligation of the person who was the Owner of such property at the time when the assessment became due. The obligation for delinquent assessments shall pass to such person's successors in title subject to a right of contribution except upon a foreclosure or deed in lieu of foreclosure wherein the mortgagee acquires title either through foreclosure of a first mortgage or deed in lieu of a first mortgage.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles, and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement, and maintenance of properties, services, and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement, and additions thereto, reserves for the future costs thereof, the cost of labor, equipment, supplies, materials, management, and supervision thereof; the costs of repair, replacement, and additions to entrance, and directional signage, buffer walls, and any and all other areas as may be, from time to time, designated by the Board of Directors; the payment of taxes and assessments made or levied against the Common Area and any property of the Association; the procurement and maintenance of insurance; the employment of attorneys, accountants, engineers, and other professionals to advise and represent the Association when necessary or useful; and such other needs as may arise.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only (or spread over such number of years as the Board of Directors may deem appropriate) for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including building and fixtures and personal property related thereto or for other purposes as designated by the Association, provided that any such special assessment shall have the assent of sixty percent (60%) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum.

Section 5. Assessment Rate. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Lot.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than the Declarant or either of the Builders. The Board of Directors shall fix the amount of the annual assessment (to be paid monthly) against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be on the first day of each month or on such other dates as may be established by the Board of Directors. The Association shall, upon demand, and for a reasonable uniform charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments or any installments on a specified Lot have been paid or are delinquent and, if so, the particulars of the delinquencies. 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 Assessments. All sums assessed against any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, at trial and on appeal, shall be secured by a continuing lien on such Lot in favor of the Association as hereinabove provided.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida or as may be otherwise provided by Florida law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, at trial and on appeal. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof.

Section 10. Homestead. By acceptance of a deed thereto, the Owner (and any spouse thereof, if married) of each Lot shall be deemed to have agreed that the liens herein provided for have attached prior to the time when any of the Properties have acquired homestead status (if ever) and deemed to have waived any exemption of such Owner's Lot from the liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 11. Subordination of the Lien to Mortgages. The liens for the assessments provided for herein shall be subordinate to the lien of any first mortgage which is recorded prior to any Claim of Lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the foreclosure sale or transfer in lieu of foreclosure of any Lot to the mortgagee pursuant to foreclosure of a first mortgage recorded prior to the lien of the Association shall extinguish the lien of such assessments as to payments which became due prior to such foreclosure sale or transfer in lieu of foreclosure. No other sale or transfer shall relieve the Owner of such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII ADDITIONAL PROPERTY

Section 1. Additions to the Properties. Additional real estate may be brought within the jurisdiction and control of the Association and this Declaration in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof. All additional real estate which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to this Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby such additions shall become subject to this Declaration upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights, and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights, and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights, and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration as to the Properties.

Section 3. General Provisions Regarding Additions to the Properties. No addition shall revoke or diminish (except for the dilution that occurs as a result of inclusion of additional Owners) the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the real estate being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein provided.

Section 4. Voting Rights of Owners as to Additions to the Properties. The Owners of any Lot added to the Properties shall be entitled to voting rights identical to those granted by Article IV, Section 2, of this Declaration to other owners of Lots.

Section 5. Assessment Obligation of Owners as to Additions to the Properties. The Owners of any Lot added to the Properties shall be subject to assessments, both annual, special, and otherwise in accordance with the terms and provisions of this Declaration in the same manner as all other Owners of Lots within the real estate described on Exhibit A.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the supplemental declarations may be recorded for parts of the Properties specific deed restrictions, declarations of covenants, conditions, and restrictions or community association documents, applicable thereto either by master instrument or by individually recorded instruments. Such documents may vary

as to different parts of the Properties in accordance with the General Land Plan and the location, topography, and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific documents, such real estate shall be subject to both the specific documents and this Declaration. The Association shall have the power to enforce all restrictions as expressly provided for therein, and to exercise any authority granted to it by them.

Section 2. Enforcement.

A. Persons Entitled to Enforce. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. No Jury Trial. Each owner, by acceptance of such owner's deed, and the Association, agrees that neither the owner nor the Association nor any assignee, successor, heir, or legal representative of any of them (all of whom are hereinafter referred to as the "parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure, whether in contract or in tort or at law or in equity, based upon or arising out of this declaration, or the obligations, benefits, dealings, or the relationships between or among the association and the owners, their successors and assigns, or any of them. Neither the Association nor any owner will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

C. Mediation and Arbitration. Mediation and arbitration shall be governed by Chapter 720 of the Florida Statutes as amended from time to time.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind all of the Properties (regardless of when any particular parcel of land is added hereto), for a term of thirty (30) years from the date of this Declaration is recorded, and after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by a vote to approve the amendment by not less than two thirds (2/3) of the Lot Owners. Any amendment must be recorded.

Section 5. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

**ARTICLE IX
EASEMENTS**

Section 1. Each Lot and the Common Area shall be subject to existing easements for public authorities and public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, telephone and cable television and other communication services, water and sewage systems, and electric and gas service), and the utilities and applicable governmental agencies having jurisdiction over such services and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements. The easement areas contained in any Lot, whether or not shown on any map or plat, shall at all times be properly maintained by the applicable Owner whether or not the utility company or governmental agency properly maintains the easement area.

Section 2. The Declarant has reserved the right for the Board of Directors of the Association, without joinder or consent of any Owner, member, or other person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation wells and pumps, cable television, television antennas, electric, gas, water, sewer, or other utility easements, or to relocate any existing utility easement in any portion of the Properties as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot, or Common Area for permitted purposes.

**ARTICLE X
USE RESTRICTIONS**

Section 1. Use of Lots. No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot.

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed, or other building, other than a dwelling and its required garage, shall, at any time, be erected on a Lot and used temporarily or permanently as a residence or for any other purpose.

Section 3. Maintenance of Improvements. Each Lot Owner shall maintain in good condition and repair all improvements constructed upon such Owner's Lot, including, without limitation, the residential dwelling. No Owner shall change the exterior design or color of the dwelling on such Owner's Lot, including the roof thereof, without the prior written approval of the Board of Directors of the Association or its Architectural Review Committee ("ARC").

Section 4. Storage of Rubbage. Clothes Hanging. No Lot shall be used for the storage of rubble. Outside clothes hanging devices on a Lot shall not be visible from any street, road or golf course. Additionally, any such clothes hanging devices shall be of the portable or retractable type and shall be stored out of site or retracted when not in use.

Section 5. Lot Upkeep. After acquiring title, all Owners of Lots, whether or not improved with a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot other than in a garage and concealed from public view.

Section 7. Lawns. Each Lot on which there is a completed dwelling shall be maintained in a neat condition by the Owner thereof. In this context, the word "Lot" shall include that portion of property from the outside of the structure on the applicable Lot to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly re-mulched and kept weeded so that its appearance is in harmony with the neighborhood. All improved Lots must have grassed front lawns and grassed or mulched side and rear lawns. No gravel or similar type lawns are permitted. No above ground swimming pools, tool shed or shack, dog or other animal pen or dog house or the like shall be permitted. No lawn furniture or decorations which are not maintained in a like-new condition shall be permitted in such lawn areas.

Section 8. Failure to Maintain. If the Owner of a Lot shall fail to maintain such Owner's Lot as required, the Association, after giving such owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at such Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor and all costs of enforcement and collection shall be secured by a lien on the applicable Lot.

Section 9. Age Restriction. Each occupied Lot shall have at least one (1) occupant who is fifty-five (55) years of age or older, and all occupants must be at least eighteen (18) years of age. A surviving occupant who is under the age of fifty-five (55) years and who resided with an occupant who was fifty-five (55) years of age or older, will be allowed to remain as a occupant after the death or departure of the occupant who was fifty-five (55) years of age or older, provided that at least eighty percent (80%) of the Lots occupied since September 13, 1988, are occupied by at least one (1) person fifty-five (55) years of age or older. The Association shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of persons under the age of eighteen (18) years.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any Lot except that a reasonable number of cats, dogs, and other household pets may be kept provided they are kept within the residence and are not kept, bred, or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such other Lot or property. All animals shall be on a leash when outside the Owner's dwelling. No animal shall be permitted on or in the Common Area at anytime except as may be provided in the rules and regulations of the Association or by applicable law.

Section 11. Signs. No signs shall be displayed on Lots with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. The Association may develop uniform sign standards and specifications to which all Owners must adhere.

Section 12. Water Retention Areas. The Association will be responsible for maintaining the portions of the Stormwater Management System which are within the Common Area including the water quality and quantity standards of the approved plans. A drainage easement is hereby dedicated to the Association for the purpose of maintaining the Stormwater Management System to meet water quality and quantity design standards of the approved and permitted plans.

Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other Stormwater Management System capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the Water Management District. The Water Management District shall have the right to enforce by a proceeding at law or in equity or by administrative tribunal the provisions contained in this Declaration which relates to the maintenance, operation, and repair of the Stormwater Management System. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the Water Management District.

Any amendment which would affect the Stormwater Management System, including the water management portions of the Common Area, must have the prior approval of the Water Management District.

Each Owner of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of such Owner's Lot free of debris but shall not remove any wetlands species or do anything that would affect adversely water quality within the water retention area.

Swimming or bathing in water retention areas is prohibited. Docks or other structures shall not be erected in water retention areas without the prior written consent of the Board of Directors and, if required, the Water Management District. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

Section 13. Vehicles. No vehicle shall be parked within the Properties except on a paved parking surface, driveway, or within a garage. No truck or vehicle which is primarily used for commercial purposes, other than those temporarily present on business, nor any trailer, may be parked within the Properties. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicle not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight.

Section 14. There shall be no rooftop or exterior antennas, satellite dishes, or "earth stations" or similar signal receiving devices installed on any Lot which are visible from any street, dwelling, or the golf course or any Common Area. Notwithstanding the foregoing devices

designed and used for the reception of over the air broadcast television signals including a satellite dish of up to 1 meter diameter, may be installed as provided by federal law.

ARTICLE XI
ARCHITECTURAL CONTROL

The Association shall have the sole and absolute right to determine the style and appearance of the residential dwellings, fences, walls, structures, and other improvements to be constructed on the Lots.

No exterior change or modification shall be made to any residential dwelling constructed on a Lot nor shall any mailbox, lawn decoration, lamppost, fence, wall, structure, or other improvement be added to a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Review Committee (herein "ARC") composed of three (3) or more representatives appointed by the Board. In the event the Board, or the ARC, fails to disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, it shall be deemed to be approved. No approval shall be given by the Board of Directors or the ARC pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall: (1) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or the ARC, the aesthetic appearance of the Properties. Neither the Association, the Board of Directors, nor any member of the Board or the ARC, shall have any liability to anyone by reason of any acts or action taken or omitted in good faith pursuant to this Article.

Timber Greens is a platted subdivision in Pasco County appearing in the following plat books and pages as designated, all of the Public Records of Pasco County, Florida, to wit:

Plat Book 31, Page 89 as to Phase 1A, Unit 1

Plat Book 31, Page 94 as to Phase 1A, Unit 2

Plat Book 31, Page 97 as to Phase 1B, Unit 3

Plat Book 31, Page 100 as to Phase 1B, Unit 4

Plat Book 31, Page 103 as to Phase 1B, Unit 5

Plat Book 32, Page 6 as to Phase 1C, Unit 6

Plat Book 32, Page 10 as to Phase 1D, Unit 7

Plat Book 32, Page 13 as to Phase 1D, Unit 8

Plat Book 32, Page 17 as to Phase 1D, Unit 9

Plat Book 32, Page 96, as to Phase 1E Unit 10

Plat Book 32, Page 92 as to Phase 2B, Unit 13

Plat Book 32, Page 58 as to Phase 2-A, Unit 12

Plat Book 32, Page 82 as to Phase 3-A, Unit 11

Plat 33, Page 22 as Phase 3-B, Unit 15

Plat Book 35, Page 40 as to Phase 4-B, Unit 18

Plat Book 33, Page 10 as to Phase 5, Unit 16

Plat Book 33, Page 68 as to Phase 4A, Unit 17

Plat Book 33, Page 17 as to Phase 2C, Unit 14

Exhibit "A"

Exhibit "B"

Timber Greens Boulevard, Scenic Pine Court and Golf Club Site, all as shown and described on the Plat of Timber Greens Unit 1-A as recorded in Official Records Book 3251, Page 35, et. Seq. of the Public Records of Pasco County, as previously supplemented and as modified in Official Records Book 3419, Page 1758 of the public records of Pasco County, Florida and all amendments thereto.