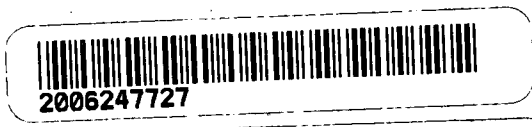


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This instrument prepared by and return to:
DONALD R. PEYTON, Esquire
Peyton Law Firm, PA.
7317 Little Road
New Port Richey, FL 34654



Rcpt: 1057514 Rec: 163.00
DS: 0.00 IT: 0.00
12/14/06 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
12/14/06 02:25pm 1 of 19
OR BK 7310 PG 1526

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBER GREENS PHASE 4-B, UNIT 18
(Oak Pine Village II of Timber Greens)**

WHEREAS, Timber Greens Phase 4-B, Unit 18, is a platted subdivision in Pasco County appearing in Plat Book 35, Pages 40-44, and is subject to the Declaration of Covenants, Conditions, and Restrictions recorded in O.R. Book 3846, Page 1410, Public Records of Pasco County, Florida; and

We, ROSS HYMERS, President, and ROBERT HARTMAN, Secretary, of Oak Pine Village II of Timber Greens Homeowner's Association, Inc., hereby certify that pursuant to and in compliance with Article X, Section 3 of the aforesaid Declaration, the following instrument containing the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIMBER GREENS PHASE 4-B, UNIT 18 (Oak Pine Village II of Timber Greens) has been signed by two-thirds (2/3) or more of the Owners of Lots as required to amend the Declaration.

Signed on December 11, 2006.

Oak Pine Village II of Timber Greens Homeowner's Association, Inc.

By: Ross Hymer
ROSS HYMERS, President

Robert Hartman
ROBERT HARTMAN, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

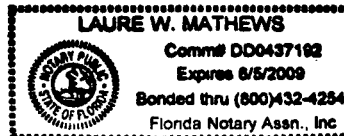
I HEREBY CERTIFY that on December 11, 2006, before me personally appeared ROSS HYMERS and ROBERT HARTMAN, as President and Secretary, respectively of Oak Pine Village II of Timber Greens Homeowner's Association, Inc., to me well known to be the persons who executed this Certificate of Amendment, and who 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 11th day of December, 2006.

Laure W Mathews
Notary Public, State of Florida at Large

Print Name: Laure W Mathews

My Commission Expires: 6/5/2009



AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TIMBER GREENS PHASE 4-B, UNIT 18
(Oak Pine Village II of Timber Greens)

Declaration covering Lots 764 through 846 of TIMBER GREENS PHASE 4-B, UNIT 18, subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 35, Pages 40 through 44, Public Records of Pasco County, Florida, and any and all additional property which may be annexed from time to time by the Developer or Regency as provided for hereinafter.

WHEREAS, ALICO ESTATES DEVELOPMENT ASSOCIATES, a Florida general partnership (hereinafter referred to as "ALICO") was the developer of the subdivision generally known as TIMBER GREENS; and

WHEREAS, ALICO conveyed the above described property to REGENCY COMMUNITIES, INC., a Florida corporation (herein referred to as 'REGENCY'), and pursuant to Article I, Section 6 of THE MASTER DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for TIMBER GREENS, which declaration is recorded in O.R. Book 3251, Pages 0035 through 0070, Public Records of Pasco County, Florida (herein referred to as "MASTER DECLARATION") by the instrument recorded in O.R. Book 3846, beginning at Page 1410, Public Records of Pasco County, Florida, did appoint REGENCY as an additional Declarant of the above described property and any additional property which by amendment thereto, is annexed and is made subject to this Declaration, and

WHEREAS, REGENCY acquired certain Lots within TIMBER GREENS PHASE 4-B, UNIT 18, a subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 35, Pages 40 through 44, Public Records of Pasco County, Florida, which property is commonly known and referred to as OAK PINE VILLAGE II OF TIMBER GREENS; and

WHEREAS, REGENCY has caused to be incorporated under the laws of the State of Florida, OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC., as a Florida corporation, not-for-profit, to serve as a homeowners' association for said subdivision.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the above described Lots, all of the platted real property described above and all property annexed thereto, and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

1 Definitions

1.1 "Association" shall mean and refer to OAK PINE VILLAGE II of TIMBER GREENS HOMEOWNER'S

ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.

- 1.2 "TIMBER GREENS ASSOCIATION" shall mean and refer to the TIMBER GREENS COMMUNITY ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.
- 1.3 "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, or unit, as hereinafter defined, which is a part of the herein above-described property, but shall not include those persons or entities holding title merely as security for the performance of an obligation.
- 1.4 "Common Area" as used herein shall mean any and all real property owned by the Association and/or Timber Greens Association together with any areas wherein an easement(s) is granted to the Association for the maintenance of same, including but not limited to drainage easements, if applicable, whether conveyed to the Association or provided by easement, and any and all improvements constructed thereon, for the common use and enjoyment of the Owners; provided, however, the use and enjoyment of the common areas may be restricted or prohibited as provided herein, or as may be, from time to time, determined by the Association. Specifically included as "Common Areas" are TRACTS T-214 as shown on the plat of TIMBER GREENS PHASE 4-B, UNIT 18. "Common Area" shall not include roadways for purposes of this Declaration but shall be governed by the Master Declaration.
- 1.5 "Lot" shall mean and refer to any residential lot made subject to this Declaration.
- 1.6 "Subdivision" shall mean and refer to the subdivided real property herein before described.
- 1.7 "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.
- 1.8 "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, as well as drainage and buffer easements, landscaping, sprinkler systems, exterior painting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors, maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted horticultural management practices necessary to promote a healthy, weed-free environment for optimum plant growth. The Association shall maintain the lawns, landscaping, sprinkler systems and exterior painting of dwelling units. The term "maintenance" shall, therefore, include the above stated responsibilities of the Association.

2 Property Rights

2.1 Easements.

- 2.1.1 Dwelling Units - Structure. No dwelling unit or other structure of any kind, including pool, pool decking and enclosure, shall be built, erected or maintained within ten (10) feet of the rear Lot line or on any such easement, reservation or right-of-way, and such easements, reservations and rights-of-way shall at all

times be open and accessible to the public and quasi-public utility corporation(s), their employees and the Association's contractors, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

2.1.2 Easement Rights of the Association. The Association is hereby granted an easement upon all Lots to enter upon such Lot(s) for maintenance, inspection, repair and replacement of improvements made or to be made upon adjoining Lots. Further, the Association is hereby granted such easement for maintenance, repair, upkeep and replacement including, but not limited to landscaping, exterior dwelling painting and sprinkler systems. The Association shall use reasonable care not to alter or damage the easement area, and repair and restore any such damage; provided, however, no Owner shall improve or alter such easement area by constructing or placing any landscaping or other improvements in such area without the prior written consent of the Association. All of the properties and all of the Lots shall be subject to easements for encroachments which now or hereafter exist or come into being caused by settlement or movement of buildings or other improvements on the properties or Lots, or caused by inaccuracies in construction or reconstruction of buildings or such improvements upon the properties or Lots, or encroachments caused by the intentional or unintentional placement of utility meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

2.1.3 No Partition. There shall be no judicial partition of the Common Area.

3 Association Membership: Voting Rights

3.1 Membership. Every Owner of a Lot which is subject to assessment shall be a member of Association. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC., as the same may be amended from time to time.

4 Covenant for Maintenance Assessments

4.1 Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot owned hereby covenants, 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:

4.1.1 General assessments for Association maintenance of lawns, sprinkler, and/or other Association expenses or charges, which may be levied annually, semi-annually, quarterly or monthly, as determined by the Board of Directors; and

- 4.1.2 Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- 4.1.3 Reserves for anticipated capital improvements including, but not limited to, exterior painting of dwelling units and landscaping or sprinkler system repairs, maintenance and replacement.

The general and special assessments and reserves, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with maximum interest allowed bylaw, applicable late charges as may be from time to time established by the Association, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

- 4.2 Purpose of Assessments. The assessments and reserves levied by the Association shall be used exclusively to:
 - 4.2.1 Promote the recreation, health, safety and welfare of the members of the Association; and
 - 4.2.2 Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association, through its Board of Directors, the cleaning of, and debris removal from the dedicated areas; and
 - 4.2.3 Provide for the limited and defined maintenance, care and upkeep of lawns, sprinkler systems, and exterior painting of dwellings on all Lots. The Association's duty of exterior maintenance shall not include the maintenance or replacement of glass surfaces or roofs, and shall be limited to maintenance as set forth herein.

5 Annual Budget.

- 5.1 The Board of Directors is hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general and special assessments and reserves, in carrying out the purposes for which the general assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.
- 5.2 The Association shall acquire and pay for, out of the funds derived from assessments and reserves, certain items of service which may include, but may not be limited to, the following:
 - 5.2.1 Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon; except as otherwise provided by the Master Association.
 - 5.2.2 Maintenance of the grounds for the Common Area, dedicated areas and any area or areas, including, but not limited to sprinkler systems, equipment and personnel necessary for lawn and shrubbery service and for maintenance of same on Lots within the subdivision as herein above provided. Pursuant to a utility agreement between ALICO and Pasco County, Reuse water lines have been constructed in the

subdivision for irrigation purposes. Each Owner shall comply with all rules and regulations of Pasco County, the Timber Greens Community Association, Inc., and the Association relative to the reuse utility system. Each Owner shall further provide appropriate additional irrigation for the lawns and landscaping within the Lots. In the event the use thereof is suspended, temporarily unavailable, or discontinued, each Owner shall be responsible for proper and adequate irrigation of his/her Lot from the potable water system in the subdivision or from such other source as authorized and approved by each governmental agency having jurisdiction thereof.

- 5.2.3 Carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the use of the Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the By-laws hereto at a meeting duly called for the purpose of determining the annual assessments.
- 5.2.4 Maintenance of drainage and conservation area(s), if applicable, and facilities therein or thereon except for such facilities maintained by the Master Association.
- 5.2.5 Any and all legal fees, accounting fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;
- 5.2.6 Any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association.
- 5.3 Maximum General Assessment. The maximum general assessment may be increased more than fifteen percent (15%) above the prior year's general assessment only by a vote of not less than fifty-one percent (51%) of the total of all members voting in person or by proxy at the annual meeting or at a special meeting duly called for this purpose.
- 5.4 Special Assessments. In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement.
- 5.5 Reserves. The Board of Directors shall establish a reserve fund for anticipated capital improvements as provided herein for maintenance, repair and replacement of improvements.
- 5.6 Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association, by and through its Board of Directors, shall have the right and power to contract with a maintenance company to carry out the obligations in regard to the maintenance as set forth herein above.

- 5.7 Uniformity. Both general and special assessments must be fixed at a uniform rate for all Lots.
- 5.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness in and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a single Lot/unit originally granted to and owned by a bank, savings and loan association intended to finance the purchase of a Lot/unit or its refinance or secure a loan when the primary security for the same is the single Lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a Lot/unit and obtain title to said Lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Lot/unit, the first mortgagee shall pay its share of the general and special assessments and reserves, as provided for herein. The sale or transfer of any Lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.
- 5.9 Budget. The Association, subject to the maximum general and any special assessments and reserves provided for herein, shall assess the members monthly, or for such other periods as the Board of Directors shall determine, a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors. All assessments and reserves shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, the Articles and the By-laws of the Association.
- 6 Exterior Maintenance. In the event a need exists for maintenance by the Association of a Lot caused through the willful or negligent acts or refusal by its Owner, or the family, guests or invitees of the Owner of the Lot needing such maintenance and the Owner thereof fails to maintain same, the Association may provide such maintenance, and the cost of such exterior maintenance shall be added to and become a part of the assessment to which said Lot is subject and shall be enforced through the lien provisions as provided herein. The Association may enter upon the Lot when necessary and with as little inconvenience to the owners as possible in connection with such maintenance care and preservation set forth herein above.
- 7 Subdivision Use Restrictions. The Subdivision shall be occupied and used only as follows:
- 7.1 Each Lot shall be used as a residence for a single family, and at least one person residing thereon shall be no less than fifty-five (55) years of age, and no residence shall be used as a care facility for compensation.
- 7.2 No trade, business, profession, or other type of commercial activity shall be carried on upon any Lot.
- 7.3 No noxious or offensive activity or nuisance shall be carried on, in or about any Lot or elsewhere in the Subdivision.
- 7.4 No sign of any kind shall be displayed to public view on a Lot or elsewhere in the Subdivision without the prior written consent of the Association, and shall conform with the display and signage restrictions of

the Master Declaration.

- 7.5 Nothing shall be done or kept on a Subdivision Lot or on or about the Common Area, Tracts or easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot which would result in the cancellation of insurance on any residence or which would be in violation of any law.
- 7.6 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Subdivision Lot or on the Common Area; however, dogs, cats and other customarily kept domestic house pets may be kept on Subdivision Lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes. The total number of such pets shall not exceed three (3). No pet shall be kept unattended outside on a Lot, or in a screened porch or patio. Any pet must not be an unreasonable nuisance or annoyance to other residents of the Subdivision. Each Owner shall comply with all laws, rules and regulations of Pasco County pertaining to the subject matter hereof, including but not limited to the type and number of pets.
- 7.7 No rubbish, trash, garbage or other waste material shall be stored or permitted on any Lot except in sanitary containers located in appropriate areas concealed from public view.
- 7.8 No outbuilding, shack, shed, carport, trailer or temporary structure of any kind shall be permitted upon any Lot, either temporarily or permanently. Construction trailers, storage containers, dumpsters, or commercial equipment require prior written approval from the Association. Tents for social events are allowed only on a temporary basis, and only with prior written approval from the Association.
- 7.9 No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts used in conjunction with any oil drilling or development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot.
- 7.10 Except as otherwise set forth herein, there shall be a minimum setback for all Subdivision dwellings as required by Pasco County, Florida.
- 7.11 No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling approved prior to construction by the Association in writing.
- 7.12 Other than the above mentioned single-family dwellings, no buildings may be erected on any Lot.
- 7.13 The Association shall maintain all lawns and landscaping located upon all Lots, together with exterior painting of all dwelling units, and sprinkler systems. No fences shall be permitted. Furthermore, no shrubbery, or plantings shall be permitted unless prior written approval is obtained by the Owner from the Association or a designated committee or representative of Association.
- 7.14 No building or structure shall be moved onto any Lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the

properties herein before described shall be constructed thereon.

- 7.15 All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the Lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish. Containers must be adequate to protect the contents from the elements and from intrusion by animals.
- 7.16 No dwellings shall have a square footage of less than 900 square feet, exclusive of screened areas, open porches, terraces, patios and private attached garages.
- 7.17 No individual well will be permitted on any Lot.
- 7.18 No tree with a diameter of four inches (4') or greater shall be removed from said Lot without first obtaining written permission from the Association and any governmental authority (if applicable) for such removal. Removal must include stumps and/or any protruding roots.
- 7.19 No Lot shall be used as a dumping ground for rubbish. All oil tanks, bottle gas tanks, soft water tanks and similar structures or installation shall be placed under the surface of the ground or in such a manner and place so as not to be visible from the street or objectionable to any adjacent Lot, and shall be kept in a clean and sanitary condition.
- 7.20 No above-the-ground swimming pools shall be installed and/or maintained on any of the Subdivision Lots in said Subdivision. All pools must be installed within a screened enclosure attached to a dwelling.
- 7.21 Easements for installation and maintenance of utilities are reserved as shown on the recorded plat or as may heretofore or hereafter be provided by separate instrument. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it, as may be approved by the Association, shall be maintained continuously by the Association except for those improvements for which a public authority or utilities company is responsible.
- 7.22 No Subdivision Lot shall be subdivided, or boundaries changed, except with the written consent of the Association.
- 7.23 All Subdivision dwelling units shall have not less than a two-car attached garage and a concrete driveway.
- 7.24 Nothing shall be removed from, constructed on, or altered on the Common Area without the prior written consent of the Association.
- 7.25 The Rules and Regulations along with the Architectural Rules of the Timber Greens Community Association, Inc., are incorporated herein by reference. The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the Lots, as set forth in the By-laws of the Association. The Association may not enact any architectural policy or rule that is less restrictive than the Timber Greens

Community Association, Inc. standards.

- 7.26 Each Lot shall have sodded front, side and rear lawns, including easements and rights-of-way with the sodding completed to the curb. All such lawns shall be maintained by the Association in clean and presentable condition provided however each Lot owner shall be responsible for proper lawn and shrubbery irrigation to supplement inadequate reclaimed water supplies. No gravel or other artificial lawns of any kind whatsoever are permitted.
- 7.27 It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the most strict or restrictive provisions shall apply.
- 7.28 If any Owner, or the Owner's guests, invitees, licensees, heirs, representatives, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association or any other person or entity owning any Lot situated in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating the same, and the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorneys fees incurred from prior to filing suit in any Court proceeding through appeal.
- 7.29 No maintenance, repair or replacement of lawns, landscaping, exterior dwelling painting or roofs shall be performed or done by the Owners, or their designated representatives, agents, successors, heirs or assigns without the prior written approval of the Association. Certain repairs or modifications may require the use of the Association's contractor.
- 7.30 No Owner shall make or cause to be made any structural alteration to or in his dwelling or to do any act that will alter the exterior appearance of the dwelling including, but not limited to exterior paint color, unless and until prior written approval is obtained by said Owner from the Association.
- 7.31 No clothesline shall be constructed, nor laundry or clothing be displayed anywhere which will be visible from any street, road, or golf course.
- 7.32 The Age Restriction provisions contained in ARTICLE X, Section 9 of the Master Declaration are specifically incorporated herein and made a part hereof by reference.
- 7.33 Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-laws and rules and regulations of the Association.
- 7.34 No television antennas shall be permitted on any Lot.
- 7.35 Subdivision Architectural Control. No dwelling shall be commenced, erected, installed or maintained upon a Lot, nor shall any exterior addition, change or alteration be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials, color and location of same shall have been submitted to and approved by the Association, in writing, as to the harmony or external design and location in relation to the other Lots and dwellings in the subdivision. Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for

reconstruction, rebuilding or repair of the residence in a manner which will provide for an exterior and design which existed prior to the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and/or repairs and the end result thereof. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons there for. In the event the Association fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the 45 day period. The Association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of this Declaration pertaining to exterior changes or alterations to a dwelling or Lot, to an Architectural Control Committee appointed by the Board of Directors.

- 8 Owners' Obligation to Repair and Maintain. Each Owner shall, at his sole cost and expense, repair the exterior (except as otherwise provided herein) and interior of his unit or structure, in a timely manner, keeping the same in a condition comparable to the condition of such residence or structure at the time of its initial construction, excepting only normal wear and tear. Repairs are required for conditions including, but not limited to, mildew, algae, and mold on an exterior surface, broken windows, damage due to construction, dirty or stained concrete driveways, rotting mailbox posts, light posts, and light fixtures.
- 9 Owners' Obligation to Rebuild. If all, or any portion of a dwelling, is damaged or destroyed by fire, flood, windstorm, sinkhole, or other casualty, it shall be the duty of the Owner of the Lot, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner. Architectural Committee approval is required for all instances.
- 10 General Provisions
 - 10.1 Enforcement. The Association, Master Association, and 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 and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys fees whether incurred prior to, during or after litigation, trial or appeal. Failure by the Association, Master Association, or 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.
 - 10.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
 - 10.3 Duration and Amendments. The covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date that the Declaration is recorded after which it shall be extended automatically for successive periods of ten (10) years each, unless an instrument amending the same and certifying that by a vote of two-thirds (2/3) of the then Owners of the Lots have agreed to change, modify

or alter this Declaration in whole or in part, is recorded. Any amendment must be recorded in the Public Records of Pasco County, Florida.

11 Association and Master Association.

- 11.1 The property subject to this Declaration has been annexed into the Declaration of Covenants, Conditions and Restrictions of Timber Greens, recorded in OR. Book 3251, Pages 35 through 70, Public Records of Pasco County, Florida, together with certain amendments thereto, the Covenants, Conditions and Restrictions of which shall be applicable hereto, except as otherwise provided herein. Owners shall be members of the Master Association, and shall be responsible for assessments and obligations as members of the Master Association. The Master Association shall, by such annexation be responsible for the maintenance, upkeep and repair of the common areas and other properties as provided therein. The Association may elect to collect the assessments and Fees imposed by the Master Association from and against the properties subject to this Declaration and remit such assessments and fees to the Master Association. In such event the Association and/or the Master Association shall have the rights of enforcement for non-payment, as provided herein and in the Master Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, Bylaws and rules and regulations in effect from time to time.
- 11.2 As above referenced, the subject property is a portion of a larger tract of land commonly referred to and known as 'Timber Greens' (hereinafter referred to as "Parent Tract"). Pursuant to the development of the Parent Tract, the Developer thereof has heretofore executed and recorded the Master Declaration. The Master Association was created and organized in order to perform certain duties and responsibilities and in order to operate, maintain and preserve certain lands and facilities, all as described in the Master Declaration. The Master Association shall have the right, in the event of non-payment by the owner of a Lot or unit as defined herein, to record a claim of lien in the Public Records of Pasco County, Florida, and to foreclose that lien in the manner in which a mortgage may be foreclosed. The lien rights granted herein shall be in addition to the lien rights granted to the Master Association pursuant to the "Master Declaration". In addition to the lien rights established therein and herein, the payment of the operation fee shall be the personal liability of the Owner. All of the platted real property described above and all property annexed hereto, shall further be held, sold and conveyed subject to the Master Declaration and the obligations thereof shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.
- 12 Approval of Lease. To enable the Association to provide for certain maintenance, transfer of documents, record maintenance, upkeep, replacement and repair on the Lots, as provided herein, and to further provide for the orderly collection of assessments and reserves, no Owner shall lease a Lot within the Subdivision without prior written approval thereof by the Association, which approval shall not be unreasonably withheld. All leases must be for no less than three (3) months, and no additional lease may be executed to be effective within such time period. Occupancy under the lease must conform to all provisions of the Timber Greens Community Association, Inc. and this Association with respect to age 55 and older requirements. Applications must be completed at least fourteen (14) days prior to granting occupancy under a lease. The Association must respond to such applications within three (3) business days. Nothing contained herein shall be construed as unduly restricting nor prohibiting the right of

alienation of property.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Owners whose signatures are, on the respective dates set forth, **on the pages attached hereto and made a part hereof.**

I/We the undersigned owner(s) of the property in Timber Greens Phase 4-B, Unit 18, (Oak Pine Village II of Timber Greens, described below irrevocably consent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timber Greens Phase 4-B, Unit 18 as identified in the foregoing Certificate of Amendment.

Parcel #	Name	Address	Signature
12-26-16-0190-00000-7640	W & E GROSS LIVING TRUST GROSS WILLIAM H & ESTHER I TRUSTEES	9705 CONSERVATION DR	<i>William H. Gross & Esther I. Gross</i>
12-26-16-0190-00000-7650	DONALDSON DANA C & NANCY T	9713 CONSERVATION DR	<i>Dana C. Donaldson & Nancy T. Donaldson</i>
12-26-16-0190-00000-7660	HOLDREN CLIFFORD J JR & CAROL	9719 CONSERVATION DR	<i>Clifford J. Holdren Jr. & Carol Holdren</i>
12-26-16-0190-00000-7670	NORMAN REVOCABLE TRUST NORMAN STANLEY C SR & THERESE M TRUSTEES	9725 CONSERVATION DR	<i>Norman S. Norman & Stanley C. Norman</i>
12-26-16-0190-00000-7680	BERLIN PAUL E & JOAN L	9731 CONSERVATION DR	<i>Paul Berlin & Joan Berlin</i>
12-26-16-0190-00000-7690	SRINIVASAN RAMANATHAN & VISHALAKSHI	9735 CONSERVATION DR	<i>R. J. Srinivasan & Vishalakshi Srinivasan</i>
12-26-16-0190-00000-7700	OSTRANDER ARTHUR F & CLAIRE D	9741 CONSERVATION DR	<i>Arthur F. Ostrander & Claire D. Ostrander</i>
12-26-16-0190-00000-7710	ALTON CHARLES C & DIANE	9745 CONSERVATION DR	<i>Charles C. Alton & Diane Alton</i>
12-26-16-0190-00000-7720	BELL ROBERT K & SANDRA C	9751 CONSERVATION DR	<i>Robert K. Bell & Sandra C. Bell</i>
12-26-16-0190-00000-7730	MCELWEE EUGENE M	9801 CONSERVATION DR	<i>Eugene M. McElwee</i>
12-26-16-0190-00000-7740	RUPP JOHANNE S LIVING TRUST RUPP JOHANNE S TRUSTEE	9805 CONSERVATION DR	<i>Johanne S. Rupp</i>
12-26-16-0190-00000-7750	BUSHONG WILLIAM T & DOROTHY	9809 CONSERVATION DR	
12-26-16-0190-00000-7760	KEBBY ROBERT S & JOAN	9815 CONSERVATION DR	
12-26-16-0190-00000-7770	FLECK LILETTE & REUSCH URSULA	9819 CONSERVATION DR	<i>Lillette Fleck & Ursula Reusch</i>
12-26-16-0190-00000-7780	EMERY RICHARD N & APRIL D	9823 CONSERVATION DR	<i>Richard N. Emery & April D. Emery</i>
12-26-16-0190-00000-7790	WOOD JAMES J	9827 CONSERVATION DR	<i>James J. Wood</i>
12-26-16-0190-00000-7800	9831 CONSERVATION LAND TRUST HESS ELEANOR A TRUSTEE	9831 CONSERVATION DR	<i>Eleanor A. Hess</i>
12-26-16-0190-00000-7810	PECK CATHERINE REVOC TRUST PECK CATHERINE TRUSTEE	9835 CONSERVATION DR	<i>Catherine Peck</i>
12-26-16-0190-00000-7820	LAMIRANDE DONALD J & GEORGIA B	9834 CONSERVATION DR	<i>Donald J. Lamirande & Georgia B. Lamirande</i>
12-26-16-0190-00000-7830	BAILER RICHARD K & MONICA R	9824 CONSERVATION DR	<i>Monica R. Bailer & Richard K. Bailer</i>

I/We the undersigned owner(s) of the property in Timber Greens Phase 4-B, Unit 18, (Oak Pine Village II of Timber Greens, described below irrevocably consent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timber Greens Phase 4-B, Unit 18 as identified in the foregoing Certificate of Amendment.

Parcel #	Name	Address
12-26-16-0190-00000-8040	KNEZ CARLOS	9600 GREEN NEEDLE DR
12-26-16-0190-00000-8050	MARKUM HENRY F & DONNA J	9546 GREEN NEEDLE DR
12-26-16-0190-00000-8060	BURGER SHIRLEY A TRUST BURGER ERNEST J TRUSTEE	9542 GREEN NEEDLE DR
12-26-16-0190-00000-8070	DUNN ROBERT E & PATRICIA G	9536 TORTOISE LP
12-26-16-0190-00000-8080	CAW TERRY L & KAREN A	9532 TORTOISE LP
12-26-16-0190-00000-8090	LASALLE ANTHONY J & MARIE V	9528 TORTOISE LP
12-26-16-0190-00000-8100	SECKOFSKY JONATHAN & HOLMBERG FRED	9524 TORTOISE LP
12-26-16-0190-00000-8110	QUALTERS PAPPAS NINA	9520 TORTOISE LP
12-26-16-0190-00000-8120	NOOTBAAR FAMILY TRUST THE NOOTBAAR EARL W TRUSTEE	9516 TORTOISE LP
12-26-16-0190-00000-8130	HARTMAN ROBERT P & MARCIA O	9512 TORTOISE LP
12-26-16-0190-00000-8140	LEFRANCOIS RUSSELL L & GLORIA M	9508 TORTOISE LP
12-26-16-0190-00000-8150	LOPEZ MANUAL & PATRICIA A	9504 GREEN NEEDLE DR
12-26-16-0190-00000-8160	TOTH GEORGE & JOSEPHINE	9500 GREEN NEEDLE DR
12-26-16-0190-00000-8170	CHRISTIE DOROTHY M TRUST CHRISTIE DOROTHY M TRUSTEE	9454 GREEN NEEDLE DR
12-26-16-0190-00000-8180	ROSENTRER EVELYN E	9450 GREEN NEEDLE DR
12-26-16-0190-00000-8190	CASERTA DENISE C	9446 GREEN NEEDLE DR
12-26-16-0190-00000-8200	KRASUN ELI J & KRASUN THOMAS E & KRASUN C & KRASUN THOMAS J	9442 GREEN NEEDLE DR
12-26-16-0190-00000-8210	ELEY CHARLES F	9438 GREEN NEEDLE DR
12-26-16-0190-00000-8220	GREENE JIMMY P & DARLENE T	9434 GREEN NEEDLE DR
12-26-16-0190-00000-8230	JORDAN ANTHONY & DOROTHEA M	9430 GREEN NEEDLE DR

12/07 *Donald J. Merriam Nancy J. Merriam*

12/09 *Robert J. Burman Patricia J. Burman*

12/07 *David L. Chen Karen M. Chen*

12/08 *Nina Raffaele-Rae*

12/07 *Robert J. Burman Marcia O. Hartman*

12/08 *Maria Luchianca*

Patricia A. Lopez

George W. Toth Josephine Toth

Dorothy M. Christie

Denise Caserta

12/08 *Valerie Darlene T. Greene*

12/08 *Anthony Jordan Dorothea M. Jordan*

I/We the undersigned owner(s) of the property in Timber Greens Phase 4-B, Unit 18, (Oak Pine Village II of Timber Greens, described below irrevocably consent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timber Greens Phase 4-B, Unit 18 as identified in the foregoing Certificate of Amendment.

Parcel #	Name	Address	
12-26-16-0190-00000-8240	KATZ STEVEN R	9426 GREEN NEEDLE DR	
12-26-16-0190-00000-8250	CHORBA BARBARA A REVOC TRUST CHORBA BARBARA A TRUSTEE	9415 GREEN NEEDLE DR	
12-26-16-0190-00000-8260	CHORBA BARBARA A	9419 GREEN NEEDLE DR	
12-26-16-0190-00000-8270	DAVIS LEONARD N TRUST DAVID LEONARD N TRUSTEE	9423 GREEN NEEDLE DR	12/05
12-26-16-0190-00000-8280	PARK MICHAEL T	9427 GREEN NEEDLE DR	12/5
12-26-16-0190-00000-8290	ANDRAKO JULIA	9431 GREEN NEEDLE DR	12/06
12-26-16-0190-00000-8300	FRANTZ LOUIS A & CLAIRE H	9435 GREEN NEEDLE DR	
12-26-16-0190-00000-8310	HALL WALTER J & JOYCE M	9439 GREEN NEEDLE DR	
12-26-16-0190-00000-8320	FREYE JAMES E & CONSTANCE	9443 GREEN NEEDLE DR	12/07
12-26-16-0190-00000-8330	SHIPLEY JOHN S JR & MARJORIE E REVOCABLE LIVING TRUST	9447 GREEN NEEDLE DR	
12-26-16-0190-00000-8340	ANDERSON JAMES M & DOROTHY J	9451 GREEN NEEDLE DR	12/12
12-26-16-0190-00000-8350	MYRMEL KURT & SUZANNE	9501 GREEN NEEDLE DR	12/09
12-26-16-0190-00000-8360	AULTMAN DAVID R & KATHLEEN C	9505 GREEN NEEDLE DR	12/7
12-26-16-0190-00000-8370	PREBLE PAUL C	9509 GREEN NEEDLE DR	
12-26-16-0190-00000-8380	HYMERS ROSS F & LYNDA J	9515 GREEN NEEDLE DR	12/06
12-26-16-0190-00000-8390	FRANSON MARION J	9519 GREEN NEEDLE DR	12/06
12-26-16-0190-00000-8400	GODFREY JUDY	9525 GREEN NEEDLE DR	
12-26-16-0190-00000-8410	DELACRUZ ALFONSO & LEONOR M	9531 GREEN NEEDLE DR	
12-26-16-0190-00000-8420	SCHULTZ GEORGE W & LORETTA M	9535 GREEN NEEDLE DR	12/06
12-26-16-0190-00000-8430	MOORE THOMAS A & GWEN D	9539 GREEN NEEDLE DR	12/09

Leonard N Davis
Michael T Park
Julia Andraiko

James E Freye
John S Shipley
James M Anderson
Kurt Myrmel
David R Aultman

Ross F Hymer
Lynda J Hymer
Marion J Franison

Loretta M Schultz
George W Schultz
Thomas A Moore
Gwen D Moore

I/We the undersigned owner(s) of the property in Timber Greens Phase 4-B, Unit 18, (Oak Pine Village II of Timber Greens, described below irrevocably consent to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timber Greens Phase 4-B, Unit 18 as identified in the foregoing Certificate of Amendment.

Parcel #	Name	Address
12-26-16-0190-00000-8440	VOORHEES WILLIAM V & RUTH A	9545 GREEN NEEDLE DR
12-26-16-0190-00000-8450	LE BOEUF BARBARA A	9551 GREEN NEEDLE DR
12-26-16-0190-00000-8460	THOMAS FAMILY TRUST THOMAS EMMETTE E & AGNES M TTS	9605 GREEN NEEDLE DR
12-26-16-0190-00T00-2100	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2110	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2120	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2130	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2140	OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNERS ASSOC INC	(No Physical Address) 6709 RIDGE RD STE 200
12-26-16-0190-00T00-2150	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2160	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2170	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2180	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD
12-26-16-0190-00T00-2190	TIMBER GREENS COMMUNITY ASSOCIATION INC	(No Physical Address) 6333 TIMBER GREENS BLVD

William G. Vacker Ruth A. Voorhees
Ernest J. ...

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12/06

12/06