

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of T.G. FAIRWAY VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed on September 14, 1994, as shown by the records of this office.

The document number of this corporation is N94000004535.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of September, 1994



CR2EO22 (2-91)

Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION

OF

T.G. FAIRWAY VILLAGE HOMEOWNER'S ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

FILED
1934 SEP 14 AM 8:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Florida Statutes, the undersigned, all of whom are residents of Pasco County, Florida, and of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit. The undersigned hereby certify:

ARTICLE I

The name of the corporation shall be T.G. FAIRWAY VILLAGE HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as "Association").

ARTICLE II

The principal and initial registered office of the Corporation is located at: 6709 Ridge Road, Suite 200, Port Richey, Florida. The Registered Agent is: Thomas L. Nagelkerk.

ARTICLE III

This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for ownership, maintenance and preservation of the "Common Area" and other commonly enjoyed improvements and areas as defined hereinafter in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration"), and to provide, according to the provisions of the Declaration, within that certain tract of property or so much thereof as has been made subject to the Declaration (hereinafter referred to as "Property") as shown and described in Exhibit "A", attached hereto and by reference incorporated herein, for the promotion of the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation, and in furtherance of these purposes, to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; provided, however, no such dedication or transfer shall be effective unless a resolution signed by the Board of Directors certifying that not less than fifty-one percent (51%) of each class agreed to such dedication or transfer has been recorded in the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

D. Borrow money, and with the assent of not less than fifty one percent (51%) of each class, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the Common Area to a public agency, authority, or utility for such purposes and subject to such conditions as may be provided in the Declaration, including but not limited to the Restrictions that have been recorded in the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

F. Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Corporations Not-for-Profit, Laws of the State of Florida, by law may or hereafter have or exercise.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Corporations Not-for-Profit, Laws of the State of Florida, by law may or hereafter have or exercise, including but not limited to the right to be sued.

The Corporation is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV

The Developer, to the extent provided in the Declaration, and every person or entity who is a record Owner of a fee or undivided fee interest in any unit and/or residential lot which is subject by the Declaration to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE V

The period of duration of this Association shall be perpetual.

ARTICLE VI

The name and address of each subscriber is:

Thomas L. Nagelkerk, President
6709 Ridge Road, Suite 200
Port Richey, FL 34668

George K. Sleeman, V.P./Treas.
6709 Ridge Road, Suite 200
Port Richey, FL 34668

Susan Silva, Secretary
6709 Ridge Road, Suite 200
Port Richey, FL 34668

ARTICLE VII

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) persons who need not be members of the Association. The first Board of Directors shall have four (4) members, and in the future that number will be determined from time to time in accordance with the provisions of the By-Laws. The manner in which the directors are to be elected or appointed is as stated in the by-laws.

The names and addresses of the persons who are to act initially in the capacity of directors until the selection of their successors are:

Thomas L. Nagelkerk, George K. Sleeman, Susan Silva
6709 Ridge Road, Suite 200, Port Richey, FL 34668

ARTICLE VIII

The officers of this Association shall be a President, a Vice President, both of whom shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors.

ARTICLE IX

The By-Laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any regular or special meeting duly called for such purpose, on the affirmative vote of not less than fifty-one percent (51%) of each class existing at the time of any such meeting and present at the meeting in person or by proxy except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X

The Association shall have two classes ("A" and "B") of voting membership which shall exist and possess such rights and be subject to such limitations as set forth in the Declaration.

ARTICLE XI

In the event of dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization or be devoted to such similar purposes, or distributed to the members as appurtenances (if real property or any interest therein) to the members' lots, subject to any and all applicable laws. This Article is subject to provisions of Florida Statutes 617.0105.

ARTICLE XII

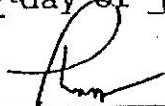
Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by not less than two-thirds (2/3) of the total number of votes of each class voting in person or by proxy at a special or regular meeting of the members.

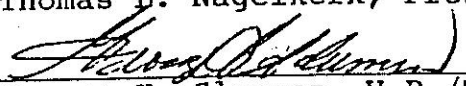
ARTICLE XIII

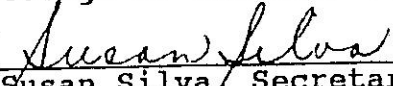
Anything herein to the contrary notwithstanding during the time that Developer, as defined in the By-Laws, is actively developing or selling the Subdivision or the remaining lands described in Exhibit "A", or any property hereafter annexed, Developer reserves the right to amend this Declaration, the Articles of Incorporation and the By-Laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete any Common Area designated, submitted or committed to common usage. Developer's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the

Subdivision or the land described in Exhibit "A".

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, the incorporators of this Association, have executed these Articles of Incorporation this 29th day of August, 1994.


Thomas L. Nagelkerk, Pres.


George K. Sleeman, V.P./Treas


Susan Silva, Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 29th day of August, 1994, by THOMAS L. NAGELKERK, GEORGE K. SLEEMAN and SUSAN SILVA, who are personally known to me or have produced a driver's license as identification and (did/did not) take an oath.


Notary Public

Printed Name of Notary Public

ALTA M. RESCH

My Commission Expires:



ALTA M. RESCH
MY COMMISSION # CC277007 EXPIRES
APR 30, 1997
BONDED THRU TRACY PAUL INSURANCE, INC.

ACCEPTANCE

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated August 29, 1994.



Thomas L. Nagelkerk
Registered Agent

FILED
1994 SEP 14 AM 8:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Declaration covering Lots 93 through 124, inclusive of **TIMBER GREENS PHASE 1-B, UNIT 4**, and Lots 50, 51, 52 and 53 of **TIMBER GREENS PHASE 1-A, UNIT 1**, subdivision of Pasco County, Florida, according to the plats thereof recorded in Plat Book 31, Page 100, and Plat Book 31, Page 89, respectively, Public Records of Pasco County, Florida, and any and all additional property which may be annexed from time to time by the Developer as provided for hereinafter.

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
ATLANTA GA 39901

DATE OF NOTICE: 11-07-94
NUMBER OF THIS NOTICE: CP 575 A
EMPLOYER IDENTIFICATION NUMBER: 65-05295
FORM: SS-4
0717006279 B

TAX FORMS YOU MUST FILE:
1120H

FOR ASSISTANCE CALL US
1-800-829-1040

FAIRWAY VILLAGE HOMEOWNERS ASSOC
INC
6709 RIDGE RD STE 200
PORT RICHEY FL 34668

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 65-0529535. This EIN will identify your business account tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. Using any variation in your name or EIN may cause processing delays, incorrect information in your account, or erroneous assignment of more than one EIN.

We have established the filing requirement(s) and tax period for your account based on the information provided. Publication 538, Accounting Periods and Methods, is available at most IRS offices if you need help in determining your required tax year.

If you are required to make deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within five to six weeks. If you must make a payment before then, use the enclosed coupons.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 1

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

0717006279

YOUR TELEPHONE NUMBER BEST TIME TO CALL
() -

DATE OF THIS NOTICE: 11-07-94
EMPLOYER IDENTIFICATION NUMBER: 65-052953
FORM: SS-4

INTERNAL REVENUE SERVICE
ATLANTA GA 39901

FAIRWAY VILLAGE HOMEOWNERS ASSOC
INC
6709 RIDGE RD STE 200
PORT RICHEY FL 34668

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, certain individuals, and others. See instructions.)

EIN _____
 OMB No. 1545-0003
 Expires 12-31-96

Please type or print clearly.

1 Name of applicant (Legal name) (See instructions.)
Fairway Village Homeowner's Assoc. Inc.

2 Trade name of business, if different from name in line 1 _____

3 Executor, trustee, "care of" name _____

4a Mailing address (street address) (room, apt., or suite no.)
6709 RIDGE RD, SUITE 200

5a Business address, if different from address in lines 4a and 4b _____

4b City, state, and ZIP code
Port Richey, FL 34668

5b City, state, and ZIP code _____

6 County and state where principal business is located
Pasco

7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ▶ JOHN E HUDSON

8a Type of entity (Check only one box.) (See instructions.)

<input type="checkbox"/> Sole Proprietor (SSN) _____	<input type="checkbox"/> Estate (SSN of decedent) _____	<input type="checkbox"/> Trust _____
<input type="checkbox"/> REMIC _____	<input type="checkbox"/> Plan administrator-SSN _____	<input type="checkbox"/> Partnership _____
<input type="checkbox"/> State/local government _____	<input type="checkbox"/> Other corporation (specify) _____	<input type="checkbox"/> Farmers' cooperative _____
<input type="checkbox"/> Other nonprofit organization (specify) _____	<input type="checkbox"/> Federal government/military _____	<input type="checkbox"/> Church or church controlled organization _____
<input checked="" type="checkbox"/> Other (specify) ▶ <u>HOMEOWNERS ASSOCIATION</u>	(enter GEN if applicable) _____	

8b If a corporation, name the state or foreign country (if applicable) where incorporated ▶

State <u>FLORIDA</u>	Foreign country _____
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9 Reason for applying (Check only one box.)

<input type="checkbox"/> Started new business (specify) ▶ _____	<input type="checkbox"/> Changed type of organization (specify) ▶ _____
<input type="checkbox"/> Hired employees _____	<input type="checkbox"/> Purchased going business _____
<input type="checkbox"/> Created a pension plan (specify type) ▶ _____	<input type="checkbox"/> Created a trust (specify) ▶ _____
<input type="checkbox"/> Banking purpose (specify) ▶ _____	<input type="checkbox"/> Other (specify) ▶ _____

10 Date business started or acquired (Mo., day, year) (See instructions.) _____

11 Enter closing month of accounting year. (See instructions.)
JANUARY 31

12 First date wages or annuities were paid or will be paid (Mo., day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year) ▶ N/A

13 Enter highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0." ▶

Nonagricultural <u>N/A</u>	Agricultural <u>N/A</u>	Household <u>N/A</u>
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14 Principal activity (See instructions.) ▶ N/A (HOMEOWNERS ASSOC.)

15 Is the principal business activity manufacturing? Yes No

If "Yes," principal product and raw material used ▶ _____

16 To whom are most of the products or services sold? Please check the appropriate box. Business (wholesale) N/A

Public (retail) Other (specify) ▶ _____

17a Has the applicant ever applied for an identification number for this or any other business? Yes No

Note: If "Yes," please complete lines 17b and 17c.

17b If you checked the "Yes" box in line 17a, give applicant's legal name and trade name, if different than name shown on prior application.

Legal name ▶ _____ Trade name ▶ _____

17c Enter approximate date, city, and state where the application was filed and the previous employer identification number if known.

Approximate date when filed (Mo., day, year) _____	City and state where filed _____	Previous EIN _____
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Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (Please type or print clearly.) ▶ JOHN E. HUDSON Business telephone number (include area code) 813-848-7412

Signature ▶ [Signature] Date ▶ _____

Note: Do not write below this line. For official use only.

**WRITTEN CONSENT TO CORPORATE
ACTION OF BOARD OF DIRECTORS OF
TIMBER GREENS COMMUNITY ASSOCIATION, INC.**

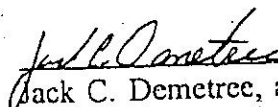
The undersigned, constituting all of the members of the Board of Directors of Timber Greens Community Association, Inc., a Florida corporation not for profit, hereby consent to the adoption of the following resolutions and to the taking of the actions described and authorized therein pursuant to Section 617.0821 of the Florida Statutes without the necessity of a formal meeting:

RESOLVED, that the directors have determined that it would be in the best interest of the corporation for the Board to consist of a minimum of five (5) directors; and

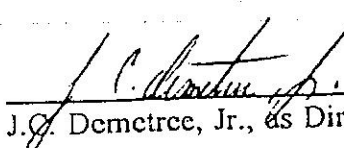
FURTHER RESOLVED, that the Bylaws of the corporation shall be amended to provide for a minimum of five (5) directors.

NOW THEREFORE, the undersigned directors of the corporation hereby adopt and approve the amendment of the Bylaws of the corporation as set forth in Exhibit A attached hereto and incorporated herein by reference.

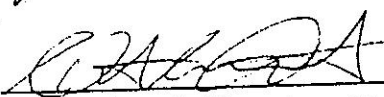
IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of Timber Greens Community Association, Inc., have executed this Written Consent to Corporate Action this 15th day of July, 1997.



Jack C. Demetree, as Director



J.C. Demetree, Jr., as Director



Christopher C. Demetree, as Director

**WRITTEN CONSENT TO CORPORATE
ACTION OF BOARD OF DIRECTORS OF
TIMBER GREENS COMMUNITY ASSOCIATION, INC.**


The undersigned, constituting all of the members of the Board of Directors of Timber Greens Community Association, Inc., a Florida corporation not for profit, hereby consent to the adoption of the following resolutions and to the taking of the actions described and authorized therein pursuant to Section 617.0821 of the Florida Statutes without the necessity of a formal meeting:

RESOLVED, that the directors have determined that Section 6.2 of the Bylaws of the corporation does not clearly indicate the time required for filing a petition for nominations for the Board of Directors; and

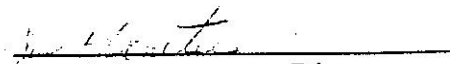
FURTHER RESOLVED, that Section 6.2 of the Bylaws of the corporation be amended to require that any petitions for nominations of the Board of Directors of the corporation be filed with the Secretary of the corporation at least thirty (30) days before the date of the meeting at which the Directors are to be elected.

NOW THEREFORE, the undersigned Directors of the corporation hereby adopt and approve the amendment of the Bylaws of the corporation as set forth in Exhibit A attached hereto and incorporated herein by reference.

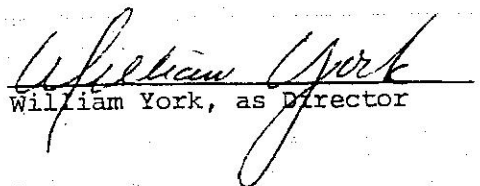
IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of Timber Greens Community Association, Inc., have executed this Written Consent to Corporate Action this 21st day of October, 1997.



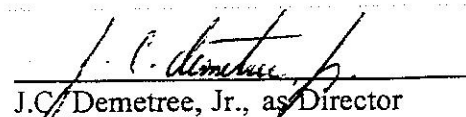
William Deneen, as Director




Jack C. Demetree, as Director



William York, as Director



J.C. Demetree, Jr., as Director



Christopher C. Demetree, as Director

AMENDMENT TO BYLAWS OF
TIMBER GREENS COMMUNITY ASSOCIATION, INC.

A Florida Corporation Not For Profit

Pursuant to Florida Statutes Section 617.0206 and Article XX of the Bylaws of the Timber Greens Community Association, Inc., a Florida corporation not for profit, the undersigned Directors of the corporation hereby amend the second paragraph of Section 6.2 of the Bylaws to read as follows:

In addition, nominations for the Board of Directors may be made by petition signed by any voting Member of the Association, Provided that such petition is filed with the Secretary of the Association at least thirty (30) days before the date of the meeting at which the Directors are to be elected.

The Bylaws of the corporation shall remain in full force and effect except as heretofore amended.

IN WITNESS WHEREOF, the undersigned Directors have approved and consented to this amendment this 21st day of October, 1997.

William Deneen
William Deneen, as Director

Jack C. Demetree
Jack C. Demetree, as Director

William York
William York, as Director

J.C. Demetree, Jr.
J.C. Demetree, Jr., as Director

Christopher C. Demetree
Christopher C. Demetree, as Director

**AMENDMENT TO BYLAWS OF
TIMBER GREENS COMMUNITY ASSOCIATION, INC.**

A Florida Corporation Not For Profit

Pursuant to Florida Statutes Section 617.0206 and Article XX of the Bylaws of the Timber Greens Community Association, Inc., a Florida corporation not for profit, the undersigned Directors of the corporation hereby amend the Bylaws of the corporation as follows:

A. Section 5.1 is hereby amended to read as follows:

Section 5.1. Selection; Terms of Office. The Board of Directors shall consist of five (5) persons. Until the time at which the Class B membership terminates, the Board of Directors shall be appointed and designated by the Class B membership. Any Director or Directors appointed by the Class B Member may be removed at any regular or special meeting or by written action without a meeting, and the successor of such removed Director may be designated by the Class B membership.

After the time at which the Class B membership terminates, the Board of Directors shall be elected at the time set forth in Section 5.3 hereof and in the manner set forth in Article VI of these Bylaws.

B. Section 5.2. is deleted and the remaining sections of Article V shall be renumbered accordingly.

C. The first paragraph of current Section 5.3 is hereby amended to read as follows:

Section 5.3 Election of Directors by the Class A Members. After the time at which the Class B membership terminates as provided in Article V of the Articles of Incorporation, unless and until a majority of the Board of Directors elects to increase the size of the Board, the Board shall consist of five (5) directors who shall be elected in the following manner:

D. Current Section 5.3.2 is hereby amended to read as follows:

At the first meeting of the Class A Members held for such purpose, unless the number of members of the Board of Directors is expanded by the majority vote of the Board of Directors, there shall be elected in the manner set forth in Article VI of these Bylaws five (5) Directors, two (2) for a term of 2 years and three (3) for a term of 1 year.

The Bylaws of the corporation shall remain in full force and effect except as heretofore amended.

IN WITNESS WHEREOF, the undersigned Directors have approved and consented to this amendment this 1st day of July, 1997.

Jack C. Demetree
Jack C. Demetree, as Director

J. C. Demetree, Jr.
J. C. Demetree, Jr., as Director

Christopher C. Demetree
Christopher C. Demetree, as Director

3RD DOCUMENT of Level 1 printed in FULL format.

THE STATE OF FLORIDA
BILL TEXT
STATENET

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FLORIDA 1997 REGULAR SESSION

HOUSE BILL 3193

204-181-98

HB 3193

1997 FL H.B. 3193

VERSION: Prefiled

VERSION-DATE: November 7, 1997

SYNOPSIS:

HOUSE SUMMARY

Revises provisions of law relating to homeowners' associations to: 1. Prohibit commingling of association funds held by the developer. 2. Revise provisions relating to the transition of the homeowners' association control in a community. 3. Require the developer to provide the board with a list of documents at the time the members are entitled to elect at least a majority of the members of the board of directors of the homeowners' association. 4. Provide a list of prohibited clauses in homeowners' association documents as void for being against public policy. 5. Revise language with respect to disclosure to prospective purchasers.

NOTICE:

[A> UPPERCASE TEXT WITHIN THESE SYMBOLS IS ADDED <A]
[D> Text within these symbols is deleted <D]

TEXT:

A bill to be entitled

An act relating to homeowners' associations; amending section 617.303, F.S.; prohibiting the commingling of certain funds; amending section 617.307, F.S.; revising language with respect to the transition of homeowners' association control in a community; providing a list of required documents which must be provided to the board by the developer; creating section 617.3075, F.S.; providing for prohibited clauses in homeowners' association documents; amending section 689.26, F.S.; revising language with respect to disclosure to prospective purchasers; providing for the cancellation of certain contracts; providing for the inclusion of information on certain amenities; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (8) of section 617.303, Florida Statutes, is numbered as subsection (9), and a new subsection (8) is added to said section to read:

1997 FL H.B. 3193

617.303 Association powers and duties; meetings of board; official records; budgets; financial reporting. --

[A] (8) ASSOCIATION FUNDS; COMMINGLING. -- <A]

[A] (A) ALL ASSOCIATION FUNDS HELD BY A DEVELOPER SHALL BE MAINTAINED SEPARATELY IN THE ASSOCIATION'S NAME. RESERVE AND OPERATING FUNDS OF THE ASSOCIATION SHALL NOT BE COMMINGLED PRIOR TO TURNOVER EXCEPT THE ASSOCIATION MAY JOINTLY INVEST RESERVE FUNDS; HOWEVER, SUCH JOINTLY INVESTED FUNDS MUST BE ACCOUNTED FOR SEPARATELY. <A]

[A] (B) NO DEVELOPER IN CONTROL OF A HOMEOWNERS' ASSOCIATION SHALL COMMINGLE ANY ASSOCIATION FUNDS WITH HIS OR HER FUNDS OR WITH THE FUNDS OF ANY OTHER HOMEOWNERS' ASSOCIATION OR COMMUNITY ASSOCIATION. <A]

Section 2. Subsection (1) of section 617.307, Florida Statutes, is amended, subsection (3) of said section is renumbered as subsection (4), and a new subsection (3) is added to said section to read:

617.307 Transition of homeowners' association control in a community. --
With respect to homeowners' associations as defined in section 617.301:

(1) Members other than the developer are entitled to elect at least a majority of the members of the board of directors of the homeowners' association when the earlier of the following events occurs:

(a) Three months after 90 percent of the parcels [A] THAT ARE PLATTED, HAVE A SITE PLAN APPROVED, ARE APPROVED FOR LAND USE, OR ARE OTHERWISE APPROVED BY THE APPROPRIATE GOVERNMENTAL AUTHORITY, PRIOR TO THE FIRST UNIT SOLD, <A] [D] in all phases of the community that will ultimately be operated by the homeowners' association <D] have been conveyed to members; or

(b) Such other percentage of the parcels has been conveyed to members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels.

[D] (c) <D] For purposes of this section, the term "members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

[A] (3) AT THE TIME THE MEMBERS ARE ENTITLED TO ELECT AT LEAST A MAJORITY OF THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION, THE DEVELOPER SHALL, AT THE DEVELOPER'S EXPENSE, IMMEDIATELY DELIVER THE FOLLOWING DOCUMENTS TO THE BOARD: <A]

[A] (A) ALL DEEDS TO COMMON PROPERTY OWNED BY THE ASSOCIATION. <A]

[A] (B) THE ORIGINAL OF THE ASSOCIATION'S DECLARATIONS OF COVENANTS AND RESTRICTIONS. <A]

[A] (C) A CERTIFIED COPY OF THE ARTICLES OF INCORPORATION OF THE ASSOCIATION.

1997 FL H.B. 3193

[A] (D) A COPY OF THE BYLAWS. <A]

[A] (E) THE MINUTE BOOKS, INCLUDING ALL MINUTES. <A]

[A] (F) THE BOOKS AND RECORDS OF THE ASSOCIATION. <A]

[A] (G) POLICIES, RULES, AND REGULATIONS, IF ANY, WHICH HAVE BEEN ADOPTED.
<A]

[A] (H) RESIGNATIONS OF DIRECTORS WHO ARE REQUIRED TO RESIGN BECAUSE THE DEVELOPER IS REQUIRED TO RELINQUISH CONTROL OF THE ASSOCIATION. <A]

[A] (I) THE FINANCIAL RECORDS OF THE ASSOCIATION FROM THE DATE OF INCORPORATION THROUGH THE DATE OF TURNOVER. <A]

[A] (J) ALL ASSOCIATION FUNDS AND CONTROL THEREOF. <A]

[A] (K) ALL TANGIBLE PROPERTY OF THE ASSOCIATION. <A]

[A] (L) A COPY OF ALL CONTRACTS WHICH MAY BE IN FORCE WITH THE ASSOCIATION AS ONE OF THE PARTIES. <A]

[A] (M) A LIST OF THE NAMES AND ADDRESSES AND TELEPHONE NUMBERS OF ALL CONTRACTORS, SUBCONTRACTORS, OR OTHERS IN THE EMPLOY OF THE ASSOCIATION. <A]

[A] (N) ANY AND ALL INSURANCE POLICIES. <A]

[A] (O) ANY PERMITS ISSUED TO THE ASSOCIATION BY GOVERNMENTAL ENTITIES. <A]

[A] (P) ANY AND ALL WARRANTIES IN EFFECT. <A]

[A] (Q) A ROSTER OF HOMEOWNERS AND THEIR ADDRESSES AND TELEPHONE NUMBERS AND SECTION AND LOT NUMBERS. <A]

[A] (R) EMPLOYMENT AND SERVICE CONTRACTS IN EFFECT. <A]

[A] (S) ALL OTHER CONTRACTS TO WHICH THE ASSOCIATION IS A PARTY. <A]

Section 3. Section 617.3075, Florida Statutes, is created to read:

[A] 617.3075 PROHIBITED CLAUSES IN HOMEOWNERS' ASSOCIATION DOCUMENTS. --
<A]

[A] (1) IT IS HEREBY DECLARED THAT THE PUBLIC POLICY OF THIS STATE PROHIBITS THE INCLUSION OR ENFORCEMENT OF CERTAIN TYPES OF CLAUSES IN HOMEOWNERS' ASSOCIATION DOCUMENTS, INCLUDING DECLARATION OF COVENANTS, ARTICLES OF INCORPORATION, BYLAWS, OR ANY OTHER DOCUMENT OF THE ASSOCIATION WHICH BINDS MEMBERS OF THE ASSOCIATION, WHICH EITHER HAVE THE EFFECT OF OR PROVIDE THAT: <A]

[A] (A) A DEVELOPER HAS THE RIGHT TO VETO ANY ACTION TAKEN BY THE HOMEOWNERS' ASSOCIATION AFTER THE TRANSITION OF HOMEOWNERS' ASSOCIATION CONTROL IN A COMMUNITY FROM THE DEVELOPER TO THE NONDEVELOPER MEMBERS, AS SET FORTH IN SECTION 617.307, HAS OCCURRED. <A]

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[A] (B) A DEVELOPER HAS THE UNILATERAL ABILITY AND RIGHT TO MAKE CHANGES TO THE HOMEOWNERS' ASSOCIATION DOCUMENTS AFTER THE TRANSITION OF HOMEOWNERS' ASSOCIATION CONTROL IN A COMMUNITY FROM THE DEVELOPER TO THE NONDEVELOPER MEMBERS, AS SET FORTH IN SECTION 617.307, HAS OCCURRED. <A]

[A] (C) A HOMEOWNERS' ASSOCIATION IS PROHIBITED OR RESTRICTED FROM FILING A LAWSUIT AGAINST THE DEVELOPER, OR THE HOMEOWNERS' ASSOCIATION IS OTHERWISE EFFECTIVELY PROHIBITED OR RESTRICTED FROM BRINGING A LAWSUIT AGAINST THE DEVELOPER. <A]

[A] (D) AFTER THE TRANSITION OF HOMEOWNERS' ASSOCIATION CONTROL IN A COMMUNITY FROM THE DEVELOPER TO THE NONDEVELOPER MEMBERS, AS SET FORTH IN SECTION 617.307, HAS OCCURRED, A DEVELOPER IS ENTITLED TO CAST VOTES IN AN AMOUNT THAT EXCEEDS ONE VOTE PER LOT. SUCH CLAUSES ARE HEREBY DECLARED NULL AND VOID AS AGAINST THE PUBLIC POLICY OF THIS STATE. <A]

[A] (2) THE PUBLIC POLICY DESCRIBED IN SUBSECTION (1) PROHIBITS THE INCLUSION OR ENFORCEMENT OF SUCH CLAUSES CREATED ON OR AFTER THE EFFECTIVE DATE OF THIS SECTION. <A]

Section 4. Section 689.26, Florida Statutes, is amended to read:

689.26 Prospective purchasers subject to association membership requirement; disclosure required. --

(1) A prospective parcel owner in a community must be presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY FOR (NAME OF COMMUNITY)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION, WHICH ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
4. YOUR FAILURE TO PAY THESE ASSESSMENTS COULD RESULT IN A LIEN ON YOUR PROPERTY.
5. THERE (IS) (IS NOT) AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. (If such obligation exists, then the amount of the current obligation shall be set forth.)
6. THE RESTRICTIVE COVENANTS (CAN) (CANNOT) BE AMENDED WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP.
7. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS.

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[A> 8. THESE DOCUMENTS ARE MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED. <A] DATE:
PURCHASER:

PURCHASER:

The disclosure must be supplied by the developer, or by the parcel owner if the sale is by an owner that is not the developer. [A> IN THE EVENT THAT THE SELLER FAILS TO COMPLY WITH THIS SUBSECTION, THE BUYER SHALL HAVE THE RIGHT TO CANCEL THE PROPOSED CONTRACT FOR SALE AND PURCHASE OF THE PARCEL FOR UP TO 7 DAYS FOLLOWING EXECUTION OF A SALES CONTRACT, WITHOUT PENALTY OR FORFEITURE OF ANY DEPOSIT OR GOOD FAITH MONEYS ADVANCED. <A]

[A> (2) THE DEVELOPER SHALL PROVIDE A SPECIFIC WRITTEN DESCRIPTION OF ALL PLANNED AMENITIES TO EACH PROSPECTIVE PURCHASER PRIOR TO THE EXECUTION OF A WRITTEN CONTRACT. FAILURE TO COMPLY WITH THIS SUBSECTION SHALL RESULT IN THE BUYER HAVING THE RIGHT TO CANCEL THE PROPOSED CONTRACT FOR SALE AND PURCHASE OF THE PARCEL FOR UP TO 7 DAYS FOLLOWING EXECUTION OF A SALES CONTRACT, WITHOUT PENALTY OR FORFEITURE OF ANY DEPOSIT OR GOOD FAITH MONEYS ADVANCED. <A]

[A> (3) <A] [D> (2) <D] This section does not apply to any association regulated under chapter 718, chapter 719, chapter 721, or chapter 723 or to a subdivider registered under chapter 498; and also does not apply if disclosure regarding the association is otherwise made in connection with the requirements of chapter 718, chapter 719, chapter 721, or chapter 723.

Section 5. This act shall take effect October 1 of the year in which enacted.

SPONSOR:
Starks

LOAD-DATE: November 11, 1997

T.G. FAIRWAY VILLAGE HOMEOWNERS ASSOCIATION, INC.
GREEN PINES TERRACE & WHISPERING MEADOW COURT

July 10, 1996

From: Board of Directors

To: Fairway Village Home Owners

Subject: Sale and Lease of Villas

During the brief period that our Association has been in the hands of the home owners, several Villas have been placed up for sale, one has been sold, while others have been leased by the owner(s). This is to establish a procedure to be followed whenever such transactions take place in our Village.

Article XIV, Approval of Sale or Lease, in our Declaration of Covenants, Conditions and Restrictions states that no owner shall sell, convey, transfer or lease a lot within the subdivision without prior written approval thereof by the Association. Furthermore, Article VI, Subdivision Use Restrictions, Paragraph HH, states that the age restriction provisions in Article X, Section 9, of the Master Declaration are specifically incorporated in our Restrictions. In addition, Paragraph II, of that Article, says that any lessee or tenant shall be subject to the terms and conditions of our Declaration, By-laws, and rules and regulations of the Association.

As reverenced above, Article X, Section 9, of the Master Declaration, pertains to the age restriction in Timber Greens. Simply stated, at least one permanent occupant shall be at least 55 years of age, and no permanent occupant shall be less than 16 years of age.

In view of the foregoing, we are attaching a copy of our form "Request for Approval of Lease or Ownership Transfer" for you to use whenever necessary.

We will appreciate your cooperation in complying with this requirement.

~~James Campbell, President~~

~~J. Earl O'Connor, Vice President~~

~~William Schaefer, Secretary/Treasurer~~

①

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

Declaration covering Lots 52 and 53 of **TIMBER GREENS PHASE 1-A, UNIT 1**, subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 31, Page 89, 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**") is the developer of the subdivision generally known as **TIMBER GREENS**; and

WHEREAS, ALICO has 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 this instrument does hereby appoint **REGENCY** as an additional Declarant of the above described property and any additional property which by amendment hereto, is annexed and is made subject to this Declaration, and

WHEREAS, in addition to the above described real property, in the event other property is annexed by REGENCY, and become part of this Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Declaration; provided nothing herein shall be construed as obligating REGENCY to annex any portion thereof, or any other property; and

WHEREAS, REGENCY intends, but is not obligated, to acquire certain lots within TIMBER GREENS PHASE 1-B, UNIT 4, a subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 31, Pages 100 through 102, Public Records of Pasco County, Florida, which property shall be commonly known and referred to as FAIRWAY VILLAGE OF TIMBER GREENS, and additional lots with TIMBER GREENS PHASE 1-A, UNIT 1; and

WHEREAS, REGENCY has or will cause to be incorporated under the laws of the State of Florida, FAIRWAY VILLAGE HOMEOWNER'S ASSOCIATION, INC., as a Florida corporation, not-for-profit, for the purposes hereinafter set forth.

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the above described lots, REGENCY hereby declares that all of the platted real property described above and all property annexed hereto, 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.

ARTICLE I
Definitions

SECTION 1. "Association" shall mean and refer to FAIRWAY VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.

SECTION 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.

SECTION 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 hereinabove-described property together with any property hereafter annexed hereto and made a part hereof, but shall not include those persons or entities holding title merely as security for the performance of an obligation. The term "OWNER" shall include REGENCY.

SECTION 4. "Common Area" as used herein shall mean any and all real property owned by the 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, and entrance amenities, 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-016, T-019, T-019A and T-020A as shown on the plat of TIMBER GREENS PHASE 1-B. "Common Area" shall not include roadways for purposes of this Declaration but shall be governed by the Master Declaration.

SECTION 5. "Developer" shall mean and refer to ALICO who is developing the above described property, its successors and assigns.

SECTION 6. REGENCY shall at all times have the right to assign any interest it may have from time to time herein to any successor, nominee or assigns as to all or a portion of the property annexed hereunder.

SECTION 7. "Lot" shall mean and refer to any residential lot made a part hereof together with any residential lot annexed hereto by Amendment to this Declaration with the exception of the Common Areas. Lot may further mean and refer to

a single family dwelling unit or "Villa" located on a lot as part of a multi-family building, all as is shown on the Plat. The word "unit" may, when the context requires, be used interchangeably herein with the word "lot" or "Villa".

SECTION 8. "Subdivision" shall mean and refer to the lots within the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

SECTION 9. "Member" shall mean every person or entity of each class who holds membership in the Association, as hereinafter provided.

SECTION 10. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and buffer easements, if applicable, entrance features, landscaping, sprinkler systems, exterior villa 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 garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. It is the intent of REGENCY to construct single family attached patio homes in the subdivision, whereby 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.

ARTICLE II Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a lot shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to said lot or unit, subject to the following provisions:

A. The right of the Association to adopt reasonable rules and regulations for the use thereof;

B. The right of the Association to suspend the voting rights and right to use the Common Areas by an Owner for violation of the terms and conditions of this Declaration, including, but not limited to:

(1) any period during which any assessment against any lot or unit remain unpaid; or

(2) for a period not to exceed sixty (60) days, for any infraction by an Owner of the published rules and regulations of the Association;

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by the Developer in the event the Developer owns any property within the Subdivision or any additional property annexed hereto and fifty-one percent (51%) of each class of all the lot owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities and drainage and conservation facilities are shown on the recorded subdivision plats or by separate instrument recorded in the Public Records of Pasco County, Florida. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements.

B. Dwelling Units - Structure. No dwelling unit or other structure of any kind 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 contractors and shall also be open and accessible to Developer and REGENCY, its successors and assignees, 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.

C. Easement Rights of REGENCY And Association. REGENCY intends to construct two unit single family attached homes upon the lots with zero (0) or minimal setbacks to lot lines. Therefore, REGENCY is hereby granted an easement upon all lots to enter upon such lot(s) for construction, maintenance, repair and replacement of improvements made or to be made upon adjoining lots. Further, REGENCY and/or Association is hereby granted such easement for

maintenance, repair, upkeep and replacement including, but not limited to landscaping, exterior dwelling painting and sprinkler systems. REGENCY and/or Association, as the case may be, 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 REGENCY and/or 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.

SECTION 3. No Partition. There shall be no judicial partition of the Common Area nor shall Developer, REGENCY or any Owner or other person or entity acquiring any interest in the subject property or any part hereof, seek judicial partition thereof.

ARTICLE III

Membership In-Association: Voting Rights

SECTION 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.

SECTION 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all owners of lots above described and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot and the vote must be cast by one (1) of the owners designated by the other to do so.

Class B. The Class B member shall be REGENCY who shall be entitled to such number of votes that equal fifty-one percent (51%) of the total number of votes until eighty-five percent (85%) of all lots are conveyed by REGENCY to the

Owners wherein a dwelling unit has been constructed thereon; provided that for purposes of determining "all lots", the same shall include the platted lots in the subdivision, together with any proposed subsequent phase or phases unless and until REGENCY or any successor provides written notice to the Association that it does not intend to develop any subsequent phase or phases. Nothing contained herein shall prohibit REGENCY from relinquishing its fifty-one percent (51%) voting rights prior to the above stated formula.

If at any time or times subsequent to any conversion, additional land is added by REGENCY, such additional land shall automatically be and become Class B Lots or Units, as appropriate. In addition, if following such addition of land the total votes allocable to all Lots or Units then owned by REGENCY (calculated as if all such Lots or Units are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding REGENCY), then any Class A Lots or Units owned by REGENCY shall automatically be reconverted to Class B.

SECTION 3. 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 FAIRWAY VILLAGE HOMEOWNER'S ASSOCIATION, INC., as the same may be amended from time to time; provided, however, until such time as Developer or REGENCY ceases to own any property in the Subdivision or any property annexed hereto, any action regarding the Common Area must be approved by Developer and REGENCY in determining whether or not the sufficient percent or number of Members are present for a quorum, or whether or not a sufficient percent or number of Members or votes shall be determined as to each class, and should any class not have the required percent or number of Members or votes necessary, then no action can be voted upon.

ARTICLE IV

Covenant for Maintenance Assessments

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Owner, for 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:

A. general assessments or charges, which may be levied annually, semi-annually, quarterly or monthly, as determined by the Board of Directors; and

B. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

C. 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 by law, 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.

SECTION 2. Purpose of Assessments. The assessments and reserves levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association; and

B. 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

C. Provide for the maintenance, care and upkeep of lawns, sprinkler systems, and exterior painting of dwellings on all lots. The Association's duty of exterior maintenance however, shall specifically, among other things, not include the maintenance or replacement of glass surfaces or roofs.

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.

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:

1. electricity, lightbulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon; except as otherwise provided by the Master Association.

To be Revised

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 hereinabove provided. In this regard, pursuant to utility agreement between ALICO and Pasco County, reuse water lines have been or may be constructed in the subdivision for irrigation purposes. Each Owner shall be responsible for the payment of the Pasco County utility charges for same and each Owner shall comply with all rules and regulations of Pasco County relative to the reuse utility system. Each Owner shall further provide appropriate irrigation on the lawns and landscaping within the lots. In the event such reuse water lines are not constructed, or at any time after construction is complete, the use thereof is suspended 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 the governmental agency(ies) having jurisdiction thereof.

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 occupancy and/or use of the Common or 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. Specifically, the Association shall obtain insurance for all insurable improvements on common and easement areas against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all of common and easement areas and all damage or injury caused by the negligence of the Association or any of its employees or agents, which public liability policy shall have at least a \$500,000.00 single person limit as respects bodily injury, and property damage, a \$1,000,000.00 minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost.

4. sewer, water and utilities for the Common Area and any and all improvements located thereon;

5. maintenance of drainage and conservation area(s), if applicable, and facilities therein or thereon except for such facilities maintained by the Master Association.

6. 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;

7. 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; and

SECTION 3. Maximum General Assessments.

A. Until January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum monthly assessment shall be Sixty-Nine and No/Dollars (\$69.00) per lot excluding assessments due the Master Association.

B. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

C. From and after January 1 of the first year immediately following the conveyance of the first lot to an Owner, the maximum general assessment may be increased above fifteen percent (15%) only by a vote of not less than fifty-one percent (51%) of each class of all the lot owners who are voting in person or by proxy, at a meeting duly called for this purpose.

D. Notwithstanding anything to the contrary stated herein, the Developer shall be excused from the payment of assessments for current operating expenses and reserves.

SECTION 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 upon the Common Area, or upon any lot(s) wherein the cost and obligation thereof is, by this Declaration, assumed by Association, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 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 on the Common Area and upon the lots for which the Association has assumed. The estimated reserves are as reflected on Exhibit "B" attached hereto and by reference made a part hereof; provided however, REGENCY shall be exempt from the payment of reserves.

SECTION 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 hereinabove.

SECTION 7. Uniformity. Both general and special assessments must be fixed at a uniform rate for all lots, subject, however, to the provisions of this Article IV, Section 9.

SECTION 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 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, or the Developer or REGENCY or through their respective loan correspondents, intended to finance the purchase of a lot/unit or its refinance or secure 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; provided, however, this provision as to payment of assessments and reserves shall not apply to the Developer or REGENCY. 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.

SECTION 9. Budget. The Association, subject to the maximum general and special assessments and reserves provided for herein, shall assess the members monthly, through its Board of Directors, a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this

document, save and except, that for the first year thereof, the assessment for each member shall be set forth by REGENCY in the budget, the same being based on an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association obligations in accordance with the terms hereof for the first twelve (12) calendar months, and each and every assessment 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. Each lot owner's share for the first two (2) years' budgets of the Association and/or any special assessment or reserves levied by the Association shall be no greater than the ratio of one (1) to the total number of lots platted as of the day of assessment(s) of said budget and/or special assessment or reserves. REGENCY shall guarantee payment of actual costs in excess thereof to Association until January 1, 1996. Except for this guarantee, REGENCY shall not be required to pay general and/or special assessments or reserves; provided, however, REGENCY may, in REGENCY'S sole discretion extend such guarantee, in whole or in part, from year to year.

ARTICLE V
Exterior Maintenance

Exterior Maintenance Cost. In the event a need exists for maintenance by the Association of a lot caused through the willful or negligent acts of its Owner, of 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 in Article IV hereof. 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 hereinabove.

ARTICLE VI
Subdivision Use Restrictions

The Subdivision shall be occupied and used only as follows:

A. Each lot shall be used as a residence for a single family and for no other purpose, specifically prohibiting the use of a residence for a care facility for compensation.

B. No business of any kind shall be conducted in any Subdivision residence with the exception of the business of REGENCY or their transferees in developing all of the lots as hereinafter set forth; provided, nothing contained herein shall be construed to prohibit the renting or leasing of a dwelling unit for residential

purposes as permitted herein and in accordance with the Master Declaration and rules and regulations of the Master Association.

C. No noxious or offensive activity or nuisance shall be carried on, in or about any Subdivision Lot, unit or Common Area.

D. No sign of any kind shall be displayed to public view on a Subdivision Lot, unit or in the Common Area without the prior written consent of the Association and the **TIMBER GREENS ASSOCIATION**, the display and signage restrictions being governed by the Master Declaration.

E. 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 and no Owner shall permit anything to be done or kept on his Lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

F. 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 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. No pet shall be kept 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.

G. No rubbish, trash, garbage or other waste material shall be kept or permitted on any Subdivision Lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view.

H. No outbuilding, basement, tent, shack, shed, carport, trailer or temporary structure of any kind shall be permitted upon any Subdivision Lot or upon any of the Common Area within the Subdivision either temporarily or permanently.

I. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision 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 Subdivision 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 Subdivision Lot.

J. There shall be a minimum setback for all Subdivision dwellings as required by Pasco County, Florida.

K. No building or structure shall be erected, altered, placed or permitted to remain on any Subdivision Lot other than one attached single-family dwelling approved prior to construction by the Association in writing except as may otherwise be constructed by REGENCY due to the unusual or unique configuration of a Lot or Lots.

L. Other than the abovementioned single-family dwellings, no buildings may be erected on any Subdivision Lot.

M. The Association shall maintain all lawns and landscaping located upon all lots, and in the Common Areas, together with exterior painting of all dwelling units, and sprinkler systems. No fences shall be permitted. Further, no shrubbery or plantings shall be permitted except as provided by Developer unless prior written approval is obtained by the Owner from the Association or a designated committee or representative of Association. This provision shall not be applicable to Tracts, or other Common Area wherein Developer or REGENCY constructs the improvements as may be required by the governmental agency having jurisdiction thereof.

N. No building or structure shall be moved onto any Subdivision 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 hereinbefore described shall be constructed thereon.

O. 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 Subdivision Lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any Subdivision Lot. Each Subdivision Lot owner shall be required to contract for garbage pick-up with an independent garbage service, if one is then available to the Subdivision Lot owner.

P. No swimming or motorized boating is allowed in any lake, canal or body of water within or contiguous to the Subdivision property.

Q. No Subdivision dwellings shall have a square footage of less than 1,000 square feet, exclusive of screened areas, open

porches, terraces, patios and private attached garages; provided, however, Developer or REGENCY may waive this minimum square footage.

R. No individual well will be permitted on any Subdivision Lot.

S. In connection with the development of any Subdivision Lot, 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.

T. No Subdivision 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 Subdivision Lot, and shall be kept in a clean and sanitary condition.

U. No above-the-ground swimming pools shall be installed and/or maintained on any of the Subdivision Lots in said Subdivision.

V. 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 Subdivision 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.

W. No Subdivision Lot shall be subdivided, or boundaries changed, except with the written consent of the Association.

X. All Subdivision dwelling units shall have not less than a two-car attached garage and a concrete driveway.

Y. Nothing shall be altered in, constructed on or removed from the Common Area or Tracts except with the written consent of the Association.

Z. 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

Subdivision Lots and the Common Area, as set forth in the By-laws of the Association.

AA. No Subdivision dwelling unit shall exceed two and one-half (2-1/2) stories in height.

BB. Each residence 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. No gravel or other artificial lawns of any kind whatsoever are permitted.

CC. 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 more strict or restrictive provisions shall apply.

DD. If the parties hereto (including Owners), or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision herein or the Association 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 in any Court proceeding including appellate actions.

EE. 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, its authorized designee or agent.

FF. 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.

GG. No clothesline shall be constructed, nor laundry or clothing be displayed anywhere which will be visible outside of the dwelling.

HH. 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.

II. 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.

JJ. No television antennae or satellite receiving devices shall be permitted on any lot within the Subdivision.

KK. Notwithstanding anything to the contrary stated herein, all Lots in the subdivision that are designated by REGENCY as model home lots and sales office, may be used as such by REGENCY, its designees or assigns, in accordance with the rules, regulations and approvals of Pasco County, Florida. Furthermore, REGENCY, in its sole discretion, may designate such other Subdivision Lots as model home lots, as it may determine, in any future unit of the Subdivision, or annexed property. Developer reserves the right to maintain and carry on during the period of construction and sale of the lots or dwelling units, such facilities and activities as in the sole opinion of REGENCY may reasonably be required, convenient or incident to the construction or sale of such lots and dwellings, including, but not limited to business offices, signs, model units and sales offices.

ARTICLE VII Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall (including the roof and other structural improvements) and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Each Owner shall have a nonexclusive easement over and across the adjacent party's property as may be reasonably necessary to maintain and repair the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful

act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII 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 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 therefor. 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 comprised of three (3) members appointed by the Board of Directors, one of whom shall be the REGENCY, as long as the Class B membership exists and the other members of said Committee shall be Owners. REGENCY may waive this requirement whereupon all members shall be Owners. REGENCY shall be exempt from the provisions of this Article VIII.

ARTICLE IX
Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the exterior (except as otherwise provided herein) and interior of his unit or structure, 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.

ARTICLE X
Owners' Obligation to Rebuild

If all, or any portion of a dwelling, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, 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 or the Owners.

ARTICLE XI
General Provisions

SECTION 1. Enforcement. The Association, Master Association, any Owner or REGENCY, 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, any Owner or REGENCY to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 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.

SECTION 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 signed by not less than two-thirds (2/3) of the then Owners of the Lots, agreeing to change, modify or alter this Declaration in whole or in part, is recorded; provided, however, this Declaration may be amended during the thirty (30) year period by an instrument signed by two-thirds (2/3) or more of all the lot Owners and REGENCY, as long as REGENCY

owns a lot. Any amendment must be recorded upon the public records of Pasco County, Florida, with the formalities necessary to the recordation of a deed.

SECTION 4. Regency Amendments. Anything herein to the contrary notwithstanding during the time that REGENCY is actively developing or selling the Subdivision or the remaining lands described in Exhibit "A", or any property hereafter annexed, REGENCY reserves the right to amend this Declaration, the Articles of Incorporation and the By-laws of the Association in any manner whatsoever; provided, however, that REGENCY may not alter the character of the development as residential, nor may REGENCY delete any Common Area designated, submitted or committed to common usage. REGENCY'S rights hereunder may be assigned to any successor to all or any part of REGENCY'S interest in the Subdivision or any property annexed hereto.

SECTION 5. Withdrawal of Property. Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by REGENCY during the time that it owns such property provided that such withdrawal shall not isolate any lands remaining subject to this Declaration or amendments thereto.

ARTICLE XII **Annexation**

REGENCY may be permitted to annex any additional property and Common Area, without the consent of the Association, Owners or Mortgagees, within fifteen (15) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and, the By-laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Pasco County, Florida, which said amendment shall be properly executed and acknowledged by REGENCY, only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by REGENCY provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

Any such additional properties shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the Public Records of Pasco County, Florida, from time to time.

ARTICLE XIII
Association and Master Association

SECTION 1. The property subject to this Declaration has been or shall be annexed into the Declaration of Covenants, Conditions and Restrictions of Timber Greens, recorded in O.R. Book 3251, Pages 0035 through 0070, 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, By-Laws and rules and regulations in effect from time to time.

SECTION 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.

ARTICLE XIV
Approval of Sale or Lease

In order for the Association to provide for certain 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 sell, convey, transfer or lease a lot within the Subdivision without prior written approval thereof by the Association. Nothing contained herein shall be construed as unduly restricting nor prohibiting the right of alienation of property.

IN WITNESS WHEREOF, REGENCY COMMUNITIES, INC., has duly executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

REGENCY COMMUNITIES, INC.,
a Florida corporation,

Susan Silva
SUSAN SILVA
Christine M. Bislick
Christine M. Bislick

By: John E. Hudson
JOHN E. HUDSON

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 21st day of May, 1994, by John E. Hudson, as President of REGENCY COMMUNITIES, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me and (did/did not) take an oath.

Christine M. Bislick
Printed Name of Notary:
Christine M. Bislick
My Commission Expires:



CHRISTINE M. BISLICK
MY COMMISSION # CG 248587 EXPIRES
December 27, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

**JOINDER AND CONSENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOTS 52 AND 53 OF TIMBER GREENS, PHASE 1-A, UNIT 1**

The undersigned hereby certifies that it is the mortgagee of the above described Lots, and hereby joins in, consents to and ratifies the creation of the Declaration of Covenants, Conditions and Restrictions set forth in the foregoing pages.

Signed, sealed and delivered
in the presence of:

BARNETT BANK OF PASCO
COUNTY

[Signature]
Witness Thane L. Murphy

By: [Signature]
THOMAS R. RUMMEL, JR.

[Signature]
Witness SCOTT TORRIE

STATE OF FLORIDA)
COUNTY OF PASCO)

This is to certify, that on this 26th day of May, 1994, before me personally appeared Thomas R. Rummel, Jr., as Vice President, of BARNETT BANK OF PASCO COUNTY, and who is personally known to me or has produced a driver's license as identification and (did/did not) take an oath, and who executed the foregoing Joinder and Consent to Declaration of Covenants, Conditions and Restrictions and acknowledged the execution thereof to be used for the purposes therein expressed.

Witness my hand and official seal at Port Richey, Pasco County, Florida, this 26th day of May, 1994.

[Signature]
Notary Public
Printed Name of Notary Public
Kathleen Rummel
My Commission Expires:

