

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, filed on March 26, 1997, as shown by the records of this office.

The document number of this corporation is N97000001681.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-sixth day of March, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION

OF

OAK PINE VILLAGE II OF TIMBER GREENS
HOMEOWNER'S ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

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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 OAK PINE VILLAGE II OF TIMBER GREENS 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, Port Richey, FL 34668. The Registered Agent is: DAVID C. NORTON.

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"), 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.

H. Operate and maintain common property, specifically the surface water management system including any mitigation areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

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:

DAVID C. NORTON, President
6709 Ridge Road
Port Richey, FL 34668

GEORGE SLEEMAN, Vice President
6709 Ridge Road
Port Richey, FL 34668

SUSAN SILVA, Secretary/Treasurer
6709 Ridge Road
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 three (3) 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:

DAVID C. NORTON, GEORGE SLEEMAN and SUSAN SILVA
6709 Ridge Road, 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 the Declaration, or any property hereafter annexed, Developer reserves the right to amend the 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.

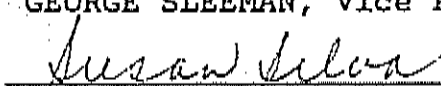
IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, the incorporators of this Association, have executed these Articles of Incorporation this 26th day of February, 1997.



DAVID C. NORTON, Pres.



GEORGE SLEEMAN, Vice Pres.



SUSAN SILVA, Secretary/Treasurer

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 26th day of Feb, 1997, by DAVID C. NORTON, GEORGE SLEEMAN, and SUSAN SILVA, who are personally known to me or has produced a driver's license as identification and (did/did not) take an oath.



Notary Public

ALTA M. RESCH
Printed Name of Notary
My Commission Expires:



ALTA M. RESCH
MY COMMISSION # CC277007 EXPIRES
April 26, 1997
BONDED THRU TROY ANN INSURANCE, INC.

which he or she is entitled as set forth in the Declaration. The vote of the majority of the votes cast by those present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provisions shall govern and control.

3.7 Order of Business. The order of business at all annual or special meetings of the Members shall be as follows:

- 3.7.1 Roll Call
- 3.7.2 Proof of notice of meeting or waiver of notice
- 3.7.3 Reading of minutes of previous meeting
- 3.7.4 Reports of officers
- 3.7.5 Reports of committees
- 3.7.6 Election of officers or directors (if election to be held)
- 3.7.7 Unfinished business
- 3.7.8 New business
- 3.7.9 Adjournment

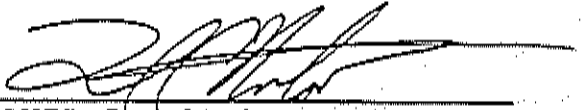
4 BOARD OF DIRECTORS.

- 4.1 Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) members or more than five (5) members.
- 4.2 Term of office. Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his or her successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.
- 4.3 Removal. Any director may be removed from the Board with or without cause, by a majority of the Members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and he or she shall serve for the unexpired term of his or her predecessor.

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 February 26th, 1997.


DAVID C. NORTON
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4.4 Compensation. No director shall receive compensation for any service he or she shall render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

4.5 Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

5 ELECTION OF DIRECTORS.

5.1 Nominations. At least thirty days prior to the annual meeting all members of the Association will receive an "intent to run for the Board of Directors" form from the Management office. The form will be returned to the Management office and those names will be included on the ballot, if received ten days prior to the election. Nominations will also be accepted from the floor at the annual meeting.

5.2 Elections. Elections to the Board of Directors shall be by secret written ballot. However, if the number of candidates is equal to or less than the number of positions available, the President may accept a motion from the floor to declare the candidates elected. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes for that office shall be elected. Cumulative voting is not permitted.

6 MEETINGS OF DIRECTORS.

6.1 Regular meetings. Regular meetings of the Board of Directors shall be held quarterly or as often as determined by the Board of Directors at such place and hour time as may be fixed from time to time by resolution of the Board determined by the majority of the Board and noticed forty-eight (48) hours prior to the meeting in an acceptable, conspicuous location within the community.

6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

7.1 Powers. The Board of Directors shall have the power to:

- 7.1.1 adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof,
- 7.1.2 suspend the voting rights and right to use of the Commons Area by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right to use of the Common Area also may be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- 7.1.3 exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Bylaws, the Articles of Incorporation, or the Declaration;
- 7.1.4 declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors without an excused absence.
- 7.1.5 employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services.
- 7.1.6 accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and
- 7.1.7 delegate to and contract with a financial institution for collection of the assessments of the Association; and
- 7.1.8 exercise such other powers enumerated in the Declaration.

7.2 Duties. It shall be the duty of the Board of Directors:

- 7.2.1 to cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requirement in writing by fifty-one percent (51%) of the total membership.

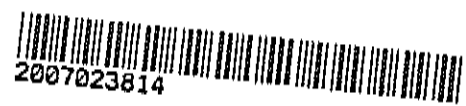
described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

3 MEETINGS OF MEMBERS.

- 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held in January on the day and hour as determined by the Board of Directors with due and proper notice thereof as provided herein. No meetings will be held on a legal holiday. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the Members.
- 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or the Board of Directors, or upon written request of a majority of the Members. If a quorum shall not be present or represented at the meeting, the meeting shall be adjourned from time to time, without notice other than announcement at the meeting, until a quorum as shall be present or represented.
- 3.3 Notice. Written notice of each meeting of Members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each member entitled to vote thereat, addressed to the members' addresses last appearing on the books of the Association, or supplied by such Members of the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- 3.4 Quorum. The presence at the meeting of Members entitled to cast votes, or of proxies entitled to cast votes, equal to twenty-five percent (25%) of all votes to be cast shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Condition and Restrictions, (herein referred to as the "Declaration") or these Bylaws. If, however, such quorum shall not be present or represented at the meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.
- 3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.
- 3.6 Vote Required. At every meeting of the Members, the owner or owners of each lot, either in person or by proxy, shall have the right to cast the number of votes to

R

Revised Land Firm
317 Little Rd
N.P.R., FL 34654



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AMENDED AND RESTATED BYLAWS
OF
OAK PINE VILLAGE II OF
TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

Rept: 1072415 Rec: 86.50
DS: 0.00 IT: 0.00
02/08/07 Dpty Clerk

1 NAME. The name of the corporation is OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 6333 Timber Greens Blvd., New Port Richey, FL 34655. Meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

2 DEFINITIONS.

JED PITTMAN, PASCO COUNTY CLERK
02/08/07 03:45pm 1 of 10
OR BK 7381 PG 983

- 2.1 "Association" shall mean and refer to OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, not-for-profit, its successors and assigns.
- 2.2 "Common Area" shall be defined in the Declaration of Covenants, Conditions and Restrictions (herein referred to as "Declaration") for the OAK PINE VILLAGE II OF TIMBER GREENS as recorded in O.R. Book 3846, Page 1410, et seq. and subsequent amendments thereto, Public Records of Pasco County, Florida.
- 2.3 "Lot" shall mean any Lot shown on the recorded subdivision plat as referred to herein with the exception of the Common area.
- 2.4 "Maintenance of Common area" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of to generally accepted horticultural-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.
- 2.5 "Member" shall mean every person or entity who holds membership in the Association.
- 2.6 "Owner" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any Residential Lot or Resident Unit, which is a part of the property described on said Plat, but shall not include those holding title merely as security for performance of any obligation.
- 2.7 "Subdivision" shall mean and refer to the subdivided real property hereinbefore

- 7.2.2 to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- 7.2.3 to fix the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget as provided in the Declaration described hereinabove; provided that the Board of Directors may provide for said assessments to be paid in monthly, quarterly or semi-annual installments.
- 7.2.4 to foreclose the lien against any property for which assessments are not paid or to bring action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;
- 7.2.5 to issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issue of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- 7.2.6 to procure and maintain adequate liability insurance on property owned by the Association, and such other insurance, which in the opinion of a majority of the Directors may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors;
- 7.2.7 to cause the Common Area and those portions of Lots and dwellings to be maintained in accordance with the Declaration; and
- 7.2.8 to fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

8 OFFICERS AND THEIR DUTIES.

- 8.1 Enumeration of Officers. The officers of this Association shall be a president and vice president, who 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.

- 8.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of members.
- 8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve.
- 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.
- 8.5 Standing Committees. The Board shall appoint such standing committees as are required under the Declaration, the Articles, or these Bylaws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.
- 8.6 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 8.7 Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.
- 8.8 Duties. The duties of the officers are as follows:
 - 8.8.1 President: The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
 - 8.8.2 Vice President: The vice president shall act in the place and stead of the president in the event of his his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him him/her by the Board of Directors.

8.8.3 Secretary: The secretary shall record the notes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

8.8.4 The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause a financial report of the Association books to be made by a public accountant, CPA, or Management Company at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

9 COMMITTEES. The Board of Directors may, at its discretion, create such committees as it sees fit from time to time.

10 BOOKS AND RECORDS. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member in accordance with Florida law. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member in accordance with Florida law at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be purchased at a reasonable cost at such address.

11 ASSESSMENTS. As more fully provided in the Declaration, except as therein provided, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made and are a personal obligation of the Member. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest amount allowed by law. The Association may also charge an Administrative Late Fee of \$25.00 or five percent (5%) of the past due assessment, whichever is greater up to the highest amount as allowed by law. All such past due assessments, interest, Administrative Late Fees, attorney's fees and Court costs, shall be a continuing lien upon the land. The Association may bring an action at law against the owner personally obligated to pay the assessments and the Association shall have the right to foreclose the lien against the lot. In any such action, the Association shall be entitled to all interest, Administrative Late Fees, Court costs and reasonable attorney's fees whether or not litigation is commenced. No owner may waive or otherwise escape liability for the assessment provided for herein.

by non-use of the Common Area or by abandonment of his or her Lot.

- 12 CORPORATE SEAL. The Association shall have a seal in circular form, having within its circumference the words: Oak Pine Village II of Timber Greens Homeowner's Association, Inc., a Florida Corporation, not-for-profit.

13 AMENDMENTS.

- 13.1 Requirements to amend. These Bylaws may be amended at a regular or special meeting of the Members by a vote of fifty-one percent (51%) of the Members present in person or by proxy except as otherwise provided in the Declaration.

- 13.2 Control of conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in case of any conflict between the Declaration, the Articles of Incorporation, and/or these Bylaws, the Declaration shall control.

14 MISCELLANEOUS.

- 14.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year.

- 14.2 Indemnification. The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

- 14.3 Insurance. The Board of Directors may, but it is not required to, elect to carry a policy of officers and directors liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

15 LEASE AND SALE OF HOMES.

- 15.1 Leasing of home. Homes may be leased in writing by owners, providing the owner waives his/her right of use and enjoyment of the Common Area and the facilities to the tenant(s) who reside at the owner's Lot. Additionally, the lease agreement must meet the following restrictions:

- 15.1.1 The minimum period for any single lease must be three (3) months: no other lease may be signed during the three (3) months if the tenant vacates the premises early.

- 15.1.2 The Lessee must be fifty-five (55) years of age and no person residing on the premises shall be under the age of eighteen (18) years.

- 15.1.3 A copy of the lease and pertinent information concerning the Lessee shall be filed with the Board of Directors.
- 15.2 Sale of home. Prior to the sale and/or "closing of sale" of any home the current owner shall first arrange for the following:
- 15.2.1 A current updated copy of all "Documents" of both Timber Greens Community Association and Oak Pines II to be provided to the prospective buyer.

IN WITNESS WHEREOF, we the directors of OAK PINE VILLAGE II OF TIMBER GREENS HOMEOWNER'S ASSOCIATION, INC., have set our hands this 29 day of JANUARY, 2007, for and on behalf of the Association.

Ross Hymers
Ross Hymers

David Aultman
David Aultman

Michael Nazarian
Michael Nazarian

Donald J. Lamirande
Donald Lamirande

Robert Hartman
Robert Hartman

CERTIFICATION

I, the undersigned, do hereby certify that I am duly elected and acting Secretary of Oak Pine Village II of Timber Greens Homeowner's Association, Inc., a Florida corporation, and that the foregoing Bylaws constitute the Amended and Restated Bylaws of the said Association, as duly adopted at the meeting of the Members of the Association held on JAN 25, 2007.

Robert Hartman
Robert Hartman, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of February, 2007, by Robert Hartman, Secretary of Oak Pines Village II of Timber Greens Homeowner's Association, Inc., on behalf of the Association. He has produced FL DL as identification.

Roni Whatmore



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

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

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

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

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

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

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

1 Definitions

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

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

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

2 Property Rights

2.1 Easements.

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

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

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

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

3 Association Membership: Voting Rights

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

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

4 Covenant for Maintenance Assessments

4.1 Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot owned hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

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

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

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

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

5 Annual Budget.

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

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

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

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

the Master Declaration.

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

properties herein before described shall be constructed thereon.

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

Community Association, Inc. standards.

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

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

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

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

11 Association and Master Association.

11.1 The property subject to this Declaration has been annexed into the Declaration of Covenants, Conditions and Restrictions of Timber Greens, recorded in OR. Book 3251, Pages 35 through 70, Public Records of Pasco County, Florida, together with certain amendments thereto, the Covenants, Conditions and Restrictions of which shall be applicable hereto, except as otherwise provided herein. Owners shall be members of the Master Association, and shall be responsible for assessments and obligations as members of the Master Association. The Master Association shall, by such annexation be responsible for the maintenance, upkeep and repair of the common areas and other properties as provided therein. The Association may elect to collect the assessments and Fees imposed by the Master Association from and against the properties subject to this Declaration and remit such assessments and fees to the Master Association. In such event the Association and/or the Master Association shall have the rights of enforcement for non-payment, as provided herein and in the Master Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, Bylaws and rules and regulations in effect from time to time.

11.2 As above referenced, the subject property is a portion of a larger tract of land commonly referred to and known as 'Timber Greens' (hereinafter referred to as "Parent Tract"). Pursuant to the development of the Parent Tract, the Developer thereof has heretofore executed and recorded the Master Declaration. The Master Association was created and organized in order to perform certain duties and responsibilities and in order to operate, maintain and preserve certain lands and facilities, all as described in the Master Declaration. The Master Association shall have the right, in the event of non-payment by the owner of a Lot or unit as defined herein, to record a claim of lien in the Public Records of Pasco County, Florida, and to foreclose that lien in the manner in which a mortgage may be foreclosed. The lien rights granted herein shall be in addition to the lien rights granted to the Master Association pursuant to the "Master Declaration". In addition to the lien rights established therein and herein, the payment of the operation fee shall be the personal liability of the Owner. All of the platted real property described above and all property annexed hereto, shall further be held, sold and conveyed subject to the Master Declaration and the obligations thereof shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

12 Approval of Lease. To enable the Association to provide for certain maintenance, transfer of documents, record maintenance, upkeep, replacement and repair on the Lots, as provided herein, and to further provide for the orderly collection of assessments and reserves, no Owner shall lease a Lot within the Subdivision without prior written approval thereof by the Association, which approval shall not be unreasonably withheld. All leases must be for no less than three (3) months, and no additional lease may be executed to be effective within such time period. Occupancy under the lease must conform to all provisions of the Timber Greens Community Association, Inc. and this Association with respect to age 55 and older requirements. Applications must be completed at least fourteen (14) days prior to granting occupancy under a lease. The Association must respond to such applications within three (3) business days. Nothing contained herein shall be construed as unduly restricting nor prohibiting the right of

alienation of property.

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