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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
BELLA TERRA**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BELLA TERRA**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made this 29th day of October, 2014, by Amberglen Development, Inc. ("Amberglen") and Sunfield Homes, Inc. ("Sunfield"), both Florida corporations, and amends and restates in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Bella Terra dated as of March 16, 2007 and recorded in the public records of Pasco County, Florida (the "Public Records") in Official Records Book 7525 at Page 1050 (the "Original Declaration").

BACKGROUND

WHEREAS, Amberwoods Development, LLC ("Amberwoods") was the original Developer/Declarant under the Original Declaration which Original Declaration governed real property situated in Pasco County, Florida commonly known as "Bella Terra"; and

WHEREAS, Amberwoods defaulted on the financing encumbering Bella Terra; and

WHEREAS, Amberglen and Sunfield foreclosed on said financing and by Certificate of Title issued by the Clerk of the Circuit Court of Pasco County, Florida acquired all of the real property within Bella Terra owned by Amberwoods which constituted all but Lots 1, 4, 9, 14, 59, 73 and 115 and the common areas within Bella Terra (which common areas were dedicated to the Bella Terra Homeowners' Association, Inc. on the plat of Bella Terra); and

WHEREAS, Amberglen and Sunfield additionally acquired by the Certificate of Title all of the rights of Amberwoods as the Declarant under the Declaration; and

WHEREAS, Amberwoods allowed the Bella Terra Homeowners' Association, Inc., the homeowners association under the Original Declaration, to be dissolved by the Florida Department of State by not paying the annual fee due to the Florida Department of State; and

WHEREAS, Amberglen and Sunfield have incorporated a new homeowners, to-wit Bella Terra of Pasco County Homeowners' Association, Inc. to administer the obligations of a homeowners association for Bella Terra in lieu of Bella Terra Homeowners' Association, Inc. because of concerns that there may be claims against the Bella Terra Homeowners' Association, Inc. which could result in having to assess the Members of the Lots to pay such claims; and

WHEREAS, Amberglen and Sunfield have reinstated the Bella Terra Homeowners' Association, Inc. for the sole purpose of having the Bella Terra Homeowners' Association, Inc. quit claim to the Bella Terra of Pasco County Homeowners' Association, Inc. any and all rights that Bella Terra Homeowners' Association, Inc. may have in common areas of Bella Terra as dedicated to it on the plat of Bella Terra; and

WHEREAS, it is in the best interest of the Members and Amberglen and Sunfield to amend and restate the Original Declaration so as to move forward with a fresh start for Bella Terra and to correct deficiencies in the Original Declaration;

NOW THEREFORE, the Original Declaration is amended and restated in its entirety as follows:

ARTICLE I
CREATION OF THE COMMUNITY

Section 1.1 Purpose and Intent. Amberglen and Sunfield, as successor Declarant ("Declarant"), is developing certain real property in Pasco County, Florida, more particularly described in Exhibit "A" attached hereto, and made a part hereof, and hereinafter referred to as "Land" or "Property"; and

Declarant desires to provide for the preservation of the values and amenities in Bella Terra, and for maintenance of its common properties; and

Declarant desires to create and impose certain covenants, conditions, easements, and land use restrictions with respect to the Land for the benefit of all owners thereof; and

Declarant has deemed it desirable for the efficient preservation of the values and amenities in Bella Terra, to delegate and assign to the newly formed non-profit corporation, Bella Terra of Pasco County Homeowners', Inc., the powers of maintaining and administering the Bella Terra common properties and facilities, and administering and enforcing these covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

Section 1.2 Binding Effect. Declarant hereby declares that all of the Land shall be held, sold, and conveyed subject to the covenants, conditions, and restrictions which are set forth herein, and which are intended to protect the value and desirability of the Land. The covenants, conditions, and restrictions are hereby declared to run with and be binding upon the Land and all parties, their heirs, personal representatives, successors, and assigns, having any right, title or interest in the Land or any part thereof. The provisions shall inure to the benefit of and be binding upon each Owner of any part of the Land.

The Association, as hereinafter defined, is a homeowners association as provided in Chapter 720, Florida Statutes, and is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

This Declaration does not, and is not intended to, create a condominium pursuant to Section 718.101 *et seq.*, FLA. STAT.

Section 1.3 Community Documents. The Community Documents consist of the following: this Declaration; the Association's Articles of Incorporation and Bylaws; the Rules and Regulations described in Article IV; the Architectural Guidelines described in Article VII; and such Resolutions of general application as the Association's Board of Directors may duly adopt in accordance with this Declaration, the Articles and the Bylaws; all as they may be amended from time to time.

The Community Documents apply to all Owners and occupants of land within the Community, as well as to their respective tenants, guests, and invitees. If a Unit is leased, the lease shall provide that the tenant and all occupants of the leased Unit are bound by and obligated to comply with the Community Documents.

Notwithstanding any other provision of this Declaration, Declarant may record one or more Supplemental Declarations or other declarations of covenants applicable to any portion of the Community that declare additional restrictions or provisions that are more restrictive than the provisions of this Declaration; in such event, the more restrictive provisions shall control.

ARTICLE II **DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Assessments" - those payments due pursuant to Article VI, whether General or Special (as hereinafter defined), or a combination thereof.
- (b) "Association" - **BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit.
- (c) "Board of Directors" - the Board of Directors of the Association.
- (d) "Common Areas" - shall mean easements and/or that real property owned or to be owned by the Association as shown on the plat of the Property and any other interest in real property acquired by the Association and deemed Common Area either by this Declaration or an instrument of conveyance, all of which shall be for the common use and enjoyment of members of the Association, including, but not limited to, streets, roads, signage, landscape, irrigation systems, equestrian (horse trail) easements, privacy walls and fences and elements of the surface water management system.
- (e) "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
- (f) "Declarant" shall mean and refer to Amberglen Development, Inc. and Sunfield Homes, Inc., both Florida corporations together with its successors, legal representatives, grantees and assigns, including the purchaser of its interest at a foreclosure sale.
- (g) "Dwelling" shall mean and refer to a single-family residence located on a Lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the word Lot.
- (h) "District" - The Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.
- (i) "General Assessments" - Assessments levied to fund expenses applicable to all Members of the Association and set forth in Article VI, Section 2 of this Declaration.
- (J) "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, (ii) which in the ordinary course of business makes, purchases, guarantees

or insures mortgage loans, and (iii) which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

- (k) "Lot" - shall mean and refer to area of real property, which is included in the Property, and is designated as such on a recorded plat or conveyed by the Declarant to an Owner, whether or not said lot is improved with a dwelling. A lot may include any portion or portions of any other lots designated and described on the plat when intended to be used together for one Dwelling. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Dwelling".
- (l) "Surface Water Management System" - the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40D-4, 40D-40, 40D-400, Florida Administrative Code, which systems shall include but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, under drains, outfall structures and related appurtenances.
- (m) "Notice" shall mean and refer to:
 - (i) Written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth in the Bylaws of the Association; or
 - (ii) Notice published at least once each week for two consecutive weeks in a newspaper having general circulation in Pasco County, Florida; or
 - (iii) Notice given in any other manner provided in the Bylaws of the Association.
- (n) "Owner" or "Member" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (o) "Plat" - shall mean and refer to any recorded or unrecorded subdivision map or

maps of all or a portion of the Property.

- (p) "Property" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article III herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article III hereof.
- (q) "Special Assessment" - Assessments levied in accordance with Article VI, Section 5 of this Declaration.

ARTICLE III.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pasco County, Florida and is more particularly described as:

See Exhibit "A" attached hereto.

Section 2. Declarant's Right to Add Additional Property or to Withdraw Property. Declarant shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) above to the terms of this Declaration. Declarant shall also have the right to withdraw property not previously conveyed to an Owner from the terms of this Declaration. The addition or withdrawal by Declarant shall not require the consent or joinder of the Association, or any Owner or mortgagee of any of the Property, but shall be at the sole option of the Declarant. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Pasco County, Florida an amendment to this Declaration which annexes said lands to the terms of this Declaration.

ARTICLE IV.

BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION

Section 1. Membership. Every Owner of a Lot which is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one 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 vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned. Notwithstanding any provision to the contrary, the Declarant shall have the right to appoint the entire Board of Directors of the

Association until 90 days after 90% of the Lots have been conveyed to Owners other than the Declarant, or at an earlier date at the sole discretion of the Declarant. At such time, the Declarant shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Declarant shall have the right, in its sole discretion, to appoint one member to the Board of Directors for so long as the Declarant owns at least five percent of the Lots.

Section 3. Common Area Ownership. Declarant may retain legal title to the Common Areas so long as it has not turned over control of the Board of Directors to the Owners as specified in Section 2. Within 90 days after such turnover of control, the Declarant shall convey and transfer by quit claim deed the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, covenants, conditions, reservations and easement of record.

Section 4. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations may include reasonable monetary fines consistent with any applicable Florida Statute, which shall be levied as provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board, may, by contract or other agreement, enforce county ordinances or permit Pasco County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 6. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration. Further, the Association may become a member of a Master Association and a portion of the assessments may be paid to maintain the Master Association.

Section 7. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Sixth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

ARTICLE V
MAINTENANCE OBLIGATION

Section 1. Common Area Maintenance.

A. By the Association. Commencing with the date this Declaration is recorded, except as stated hereinafter, the Association shall be responsible for the maintenance of the Common Areas and any improvements or personal property located thereon in a continuous and satisfactory manner, for the payment of taxes assessed against the Common Areas, if any, and any taxes assessed against improvements and any personal property thereon, if any, accruing from and after the date these covenants are recorded. For purposes of illustration, Common Areas include but are not limited to entrance features, any wall, fence or buffer area around the perimeter of the Property, road landscaping, entry landscaping, riding trails (equestrian easements), as well as lake tracts, drainage tracts, roads, and recreation areas located in easements and/or within the Property. The Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements belonging to the Association. All such work shall be completed in a manner which, in the sole and exclusive judgment of the Board of Directors of the Association, is deemed satisfactory.

Section 2. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities owned by the Association, if any, from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. In the event the Declarant, in its sole discretion, elects to install such street lighting, Declarant shall be entitled to all rebate or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Declarant and the Association shall forthwith pay same to the Declarant.

Any street lighting installed by Withlacoochee River Electric Authority (WREA) under any agreement with WREA or its successors, which provides that or requires WREA to install and maintain the street lighting shall not be considered street lighting owned by the Association. However, any electric use charges assessed or charged by WREA to the Declarant or the Association for street lighting installed and maintained by it within the Common Areas shall be an expense of the Association for which the Association shall make assessments to the Owners as allowed in this Declaration.

Section 3. Lot Maintenance. The maintenance of Lots shall be the complete responsibility of the Owner. All Owners shall maintain their Lots, and easement areas, including but not limited to the responsibility to replace and care for trees, shrubs, grass, swales, culvert pipes, driveway aprons, walks and other exterior improvements including that portion of Tract F (road right-of-way) which lies between their Lot and the paved street in a good, clean and attractive condition.

Section 4. Irrigation System. Declarant may install a common irrigation system throughout the Common Areas of the Property. If so installed, a common irrigation pump(s) and any main irrigation lines shall be the maintenance obligation of the Association. The Association shall have an easement over the Property, including any Lot, to provide maintenance of such system.

Section 5. Offsite Signage and Landscaping. The Association shall have the obligation to maintain any offsite signs which identify the Property and to maintain the landscaping surrounding said signs provided the Association has been granted an easement or other legal authority to perform such maintenance and landscaping.

Section 6. Maintenance of Storm Water Drainage Facilities. Responsibilities of Association and Owners. The maintenance, repair, or replacement of any storm water drainage facility, including lakes, ponds, or retention areas located within easements and/or on the Property shall be the complete responsibility of the Association except as further provided in this Section.

A. Tracts A, B, C, D and F (road portion only) shall be maintained by the homeowner association. The portion of Tract F excluding the road shall be maintained by each Lot owner adjacent to it.

B. All facilities including swales, dry ponds within private drainage easements shall be maintained by the homeowner association.

Section 7. Surface Water Management System. The "lakes", if any, as shown on the plat of the Property constitute portions of the Surface Water Management System for the Property as approved and permitted by the District, and they shall be maintained by the Association. It is the responsibility of the Association to operate, maintain and repair the Surface Water Management System and to enforce and, when appropriate, to levy special assessments or individual special assessments therefor. Maintenance of the Surface Water Management System shall include the exercise of practices that allow the system to provide drainage, water storage, conveyance, and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be as originally permitted or, if modified, as approved by the District.

Section 8. Drainage Improvements Within Easements. The Association shall maintain, repair and replace all drainage improvements within the Property, including without limitation within all platted drainage easements, all in accordance with the Surface Water Management System permit issued by the District.

ARTICLE VI.

ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association general assessments for expenses outlined in Section 2 hereof and special assessments as provided in Section 5 hereof. Such assessments are to be fixed, established and collected from time to time as hereinafter provided. Assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as an individual special assessment against such Member. The full assessment as to each Lot shall commence on (a) the first day of the full calendar month after a certificate of occupancy for the improvement on the Lot is issued, (b) upon the conveyance of the Lot to a Lot Owner other than the Declarant, or (c) upon the first occupancy of the improvement, whichever occurs first. No Owner may waive or otherwise escape liability for the assessments for maintenance by non-use of the Common Areas or

abandonment of his right to use the Common Areas. The general and special assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the assessment is made, and which shall be prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto; and (2) the lien or charge of any first mortgage of an Institutional Lender as provided in Section 11 hereof; and (3) any mortgage held by the Declarant upon the Property, as provided in Section 11 hereof. Assessments shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The lien rights provided herein shall not apply to any portion of the Property owned by the Declarant.

Section 2. General Assessments. The general assessments levied by the Association shall be used exclusively for the expenses of the Association. General expenses are any and all charges for the administration of the Association, including, but not limited to: management, accounting and legal fees, postage, utility service to Common Areas, Association insurance, reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Common Area, and payment of all debts and obligations of the Association which are properly incurred for the purposes stated in this Declaration; cable television expenses, if any; maintenance, repair, replacement and operation of the Common Areas and the operation, maintenance and repair of the Surface Water Management System as described in Article V, Sections 6 and 7 hereof;

Section 3. General Assessments Due Dates. The Board of Directors shall fix the due date(s) for assessments against each Lot. The general assessments shall be payable in advance on the dates or in regular installments over a period of time as determined by the Board of Directors of the Association.

Section 4. Initial Budget. The Declarant shall establish the initial budget, which shall be based on a fully developed community. The maximum initial annual assessment shall be \$2,500. The maximum annual assessment may be increased each year not more than fifteen percent (15%) above the previous year's annual assessment. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year that shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. In the event the community is not fully developed at the time the budget is adopted by the Board, the Board may nevertheless base the budget on a fully developed community. In instances where the Declarant or the Board bases the budget on a fully developed community when in fact the community is not so developed, then the budget (and therefore the assessments) shall be reduced by the amount allocated for incomplete amenities or facilities. The assessment shall be for the calendar year, but the amount of the general assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The amount of the general assessment may be changed at any time by the Board from that originally adopted or that which is adopted in the future.

Section 5. Special Assessments. A special assessment may be levied against one or more Lots for the following purposes:

A. charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.

B. reimbursement for damages caused by an Owner, Owners, their family members, guests, invitees or tenants.

- C. capital improvements relating to the Common Area.
- D. late charges, user fees, fines and penalties.
- E. any other charge which is not a general expense.
- F. any general expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

A special assessment required to maintain the Association Property in good condition or to protect the liability of the Association Members may be levied against all Lots by a majority vote of the Board of Directors. Additionally, special assessments against individual Lot Owners for expenses incurred in direct relation to the maintenance or liability associated with that Lot may be levied by a majority vote of the Board of Directors. Other special assessments shall require approval by a majority vote of those members present and voting at a meeting of the membership called in accordance with the Bylaws of the Association. The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment.

Section 6. Trust Funds. The portion of all general assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be the property of the Association as a whole and shall be used exclusively for the purposes designated at the time of Assessments. Each owner acknowledges and consents that such funds are the exclusive property of the Association as a whole and no Owner shall have any interest, claim or right to any such funds.

Section 7. Declarant Payment of Assessments. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that Declarant shall be responsible for all Association expenses in excess of the assessments received from the other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owners), and other income received by the Association. In no event shall Declarant be required to fund reserves allocated to any Lot owned by the Declarant. Declarant may, at any time, commence paying such assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association. In addition, the Declarant's obligation to fund deficits in the operating expenses of the Association shall terminate at such time as the Declarant no longer owns any portion of the Property. Declarant's payment of assessments may be by payment of funds, delivery of goods or provision of services to the Association, or any combination thereof.

Section 8. Working Capital Fund. Declarant shall establish a Working Capital Fund for the initial operation of the Association. The fund shall be funded by the Declarant collecting from each Lot purchaser at the time of initial closing of each Lot to such purchaser the amount of \$500.00 to be paid to the Association. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular assessments. The Declarant, for so long as it controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association. If at the time the Declarant no longer controls the Board of Directors and there are any funds remaining in the Working Capital Fund, the remaining funds shall be transferred to the Association.

Section 9. Assessment Roster and Certificate. A roster of the Owners, Lot numbers and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. If the Owner does not reside on the Lot, Owner is required to provide their current mailing address to the Association, together with the names of those residing on the Lot.

The Association shall, within five (5) days of receipt of a written request, furnish to any Owner liable for an assessment, a certificate in writing signed by an officer or agent of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 10. Collection of Assessment; Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If any assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten percent (10%) of the amount of the assessment, or Twenty-Five and No/100 Dollars (\$25.00), whichever is greater or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular assessment, then the assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay assessments to the Association for the next twelve (12) month period, based upon the then existing amount on the Lot and frequency of assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the general assessments, for all special assessments, and/or for all other assessments payable to the Association. If the assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the Assessment and late fees are unpaid, or may foreclose the lien against the property on which the assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and all attorney's fees and costs incurred in any non-judicial or judicial action to enforce the lien, and in the event a judgment is obtained, such judgment shall include interest on the assessment and late fee as above provided, and the Association shall be entitled to attorney's fees and costs in connection with any appeal of any action.

It shall be legal duty and responsibility of the Association to enforce payment of the assessments and late fees hereunder.

The provisions set forth in this section shall not apply to the Declarant for so long as the Declarant owns any portion of the Property.

Section 11. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida laws), and costs and attorney's fees provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs and attorney's fees provided for herein, shall be subordinate to a mortgage held by Declarant upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the assessments chargeable to such Lot that became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid assessments shall be deemed to be an assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by the Declarant upon the Property, or a portion thereof, and the Declarant or other purchaser obtains title, its successors and assigns shall not be liable for the assessments by the Association chargeable to the Property, or portion thereof, by such acquirer. Such unpaid assessments shall be deemed to be an assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 1. Declarant Architectural Control. For so long as the Declarant owns any portion of the Property, the Declarant shall have all powers of the Architectural Control Board as hereinafter set forth.

Section 2. Architectural Control Board. At such time as the Declarant no longer owns any portion of the Property, the Architectural Control Board ("ACB") shall become a standing committee of the Association. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Directors of the Association. In the event of death, disability or resignation of any member of the ACB, the remaining members shall have full authority to designate a successor. The members of the ACB need not be members of the Association. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB, and may employ personnel and consultants to act for it.

Section 3. ACB's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change to a Lot (including buildings, accessory buildings, fence, septic tank, water sprinkling system, wall, landscaping, walkways, exterior paint or color scheme or other structure or improvement, etc.) shall be in writing and shall be accompanied by

plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. The Owner shall pay the architectural review fee prescribed by the Association at the time of the request. The initial architectural review fee shall be seventy-five dollars (\$75.00) and may be increased from time to time. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner that unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 4. No Liability. The ACB and/or the Declarant shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB and/or the Declarant shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB and/or the Declarant, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB and/or the Declarant shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this Section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB and/or the Declarant, as the case may be, or is not made in strict conformance with any approval granted by the ACB and/or the Declarant, the ACB and/or the Declarant shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB and/or the Declarant, and the ACB, Association, and/or the Declarant may pursue injunctive relief or any other legal or equitable remedy available to the ACB and/or the Declarant to accomplish such purposes. If the ACB, Association, and/or the Declarant must bring a legal or equitable action to enforce the provisions of the Article or for injunctive relief or other equitable or legal relief, the Owner shall pay the ACB's and/or Declarant's attorney's fees and costs. Violations not remedied in the allotted time determined by the ACB may be turned over to the Covenant Compliance Review Committee (CCRC) for enforcement as set forth in Article XIII. GENERAL PROVISIONS, Section 6. Enforcement.

ARTICLE VIII.

EASEMENTS

Section 1. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be

regulated by the Association, except that those areas delineated, defined, or platted as drainage easements, and easements that are part of any Lot shall not be considered Common Areas to which all Members are entitled to access or are entitled to a permanent and perpetual easement for pedestrian traffic except for equestrian (horse trail) easements. The foregoing easements are subject to the following:

A. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the plat of the Property.

B. The right of the Association to suspend the voting rights for any period during which any assessment against Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas.

The right of an Owner to the use and enjoyment of the Common Areas shall extend to the residents and their guests, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations. The Association and/or Declarant shall not be liable for any damages and/or injuries to Owners and/or their guests utilizing the Common Areas which include the equestrian (horse trail) easements. Owners and/or their guests agree that it will be their sole and exclusive obligation to determine and institute for themselves the appropriate safety precautions and hereby agree to indemnify the Association and/or Declarant from any and all perils that may occur on said Common Areas.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Declarant holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed by the Declarant (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

Section 6. Right to Grant or Relocate Easement. The Declarant (during any period in which the Declarant has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the

Property as the Declarant or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof; or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of any emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots as may be reasonably necessary to effect and perform the obligations aforementioned.

Section 8. Easement for Access and Drainage. The Association shall have a perpetual easement for access over or across any Lot to operate, maintain or repair the Storm Water Management System and all drainage easements. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or Storm Water Management System. No person shall alter the drainage flow of the surface water or Storm Water Management System, including buffer areas or swales, without the prior written approval of the District.

ARTICLE IX.

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article shall be applicable to all Lots situated within the Property.

Section 2. Land Use. No Lot shall be used except for residential purposes. No business of any kind shall be conducted in any residence or on any lot except the business of the Declarant and its transferees in developing and building the lots in the subdivision as a residential community. Private offices may be maintained in dwellings so long as such use is incidental to the primary residential use.

Only one private residential dwelling shall be erected, constructed, placed, or maintained on any one Lot. With the written consent of the ACB, one or more Lots or parts thereof may be subdivided or combined to form one single building lot, provided however in such event the resulting lots shall not be smaller in total area than either of the original Lots prior to such subdivision. Temporary uses for model homes, parking lots, construction trailer, construction storage areas and/or sales offices shall be permitted for the Declarant.

If all or any portion of a residence is damaged or destroyed by a 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 condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, unless prevented by causes beyond the control of the Owner, and completed within six (6) months after the damage occurs.

Section 3. Building Location. Buildings shall be located in conformance with the requirements of Pasco County, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Declarant or its successor or assignee. Whenever a variance or special exception as to building location has been granted by the authority designated to do so by the county, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location shall constitute an amendment of this Section.

Section 4. Living Area. No residence shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, and storage rooms, shall be equal to or exceed 2,200 square feet. The Declarant reserves the sole and exclusive right to determine the minimum square footage requirements of any and all additions to existing property which may be added pursuant to Article III, Section 2, hereof. No residence shall exceed 35 feet in height as described in Pasco County regulations. No flat roofs will be permitted on residences in this subdivision unless approved by the ACB.

The Declarant shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations that warrant such reduction.

Section 5. Garages and Driveways. All single family residences shall have at least a two (2) car attached enclosed garage, or a detached enclosed garage suitable for at least two (2) cars if approved by the ACB (equipped with garage doors that shall be maintained in usable condition). Carports are not permitted. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. The installation of driveways and culverts must be completed in a manner that conforms to the subdivision construction plans.

No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to park or remain within the boundaries of any of the lots or Common Areas, whether for dwelling purposes or not, except for loading and unloading purposes.

Section 6. Landscaping. All cleared areas of any portion of the yard shall be grassed to cover all barren areas, except landscaping, plant or tree beds. Sod only is required for any sloped areas (including drainage/retention areas) and all right-of-ways. No more than 50% of the lot may be cleared on Lots 10 through 35 and Lots 85 through 108. All residences shall have basic shrubbery planted along the front of the house. Landscaped areas shall be mulched and kept free of weeds and dead plants. Trees and shrubs shall be pruned on an as needed basis. All grassed areas shall be mowed and edged and have a healthy appearance. The ACB shall have final approval on all sod, landscaping, and irrigation requirements. In the event that pastures, corrals and pens become void of grass, it is the owner's responsibility to reseed these areas as needed to maintain the grass thus avoiding dust events and to maintain the rustic beauty of the community.

Section 7. Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except as may be approved for energy conservation purposes and approved by the ACB.

Section 8. Antenna Dish. No Lot Owner shall install or permit any antenna or satellite or communications dish or receiver larger than 36 inches in diameter upon a Lot or a building on a Lot. Any satellite or communication dish or receiver that is installed shall be installed so that such dish or receiver is not visible from any street, provided, however that an alternative location may be approved by the ACB if the alternative location is the only location on the Lot at which the antenna dish is capable receiving signals.

Section 9. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for that property as the same may be amended from time to time. The area and width of each Lot or any additional property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent plat of said additional property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Pasco County, Florida.

Section 10. Setbacks. No dwelling, or any part thereof, shall be erected nearer than fifty (50) feet to the front line of any Lot or fifty (50) feet to the rear of the riding trails easement proposed in the front yards of Lots 23 through 50. No structure shall be erected nearer than a minimum of twenty-five (25) feet from side lot lines, nor fifty (50) feet from a rear lot line. Swimming pools with or without a screen enclosure shall be constructed a minimum of twenty-five (25) feet from the rear Lot lines and fifteen (15) feet from the side Lot lines. Corner lots shall have a minimum setback of fifty (50) feet from the street right-of-way. Barns and/or stables, etc., are to be located at a minimum of one hundred (100) feet from the nearest adjoining dwelling. The ACB reserves the right to select the precise site and location of each dwelling or other structure on each Lot, and to arrange the same in such manner and for such reasons as the ACB shall deem sufficient.

Setback provisions herein prescribed may be altered by the Declarant whenever in its sole discretion the topography or configuration of any Lot so requires so long as the zoning setbacks are not breached.

Section 11. Landscaping of Easements. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Property. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, drainage conveyance or prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in streets, rights-of ways or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels or transformers for utilities may be installed and maintained above ground.

Section 12. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance,

embarrassment, discomfort or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board for a decision in writing, which decision shall be final. The use of any and all off-road vehicles on any public, private or Common Areas and Common Properties is strictly prohibited. In addition, no weeds, underbrush or other unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas so that they shall not be visible from adjoining Lots or from the street. No trash, garbage, rubbish, debris, waste material, wrecked, unregistered or inoperable vehicles or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot or nor upon any Land or Lands contiguous thereto. Provided, however, any portion of the Property not yet developed by Declarant, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition. Any expenses incurred by the Association in carrying out the provisions of this Section and not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article VI, Section 1 and shall be subject to enforcement as provided in Article VI, Section 10, including awards to the Association for attorney's fees and costs.

Section 13. Accessory Buildings and Equipment. With the exception of the Declarant, no tent, shack, barn, mobile home, motor home recreation vehicle, or other temporary structure shall at any time be erected and used temporarily or permanently as a residence, except temporary buildings used by contractors or owners in connection with the construction of a Dwelling. The location of all accessory storage buildings, detached gazebos, barns, etc. shall require approval by the ACB. The ACB shall have no obligation to approve such structures. The location of oil tanks, bottled gas tanks, storage tanks, water softeners and similar equipment shall be placed under the surface of the ground or shielded with appropriate vegetation and/or fencing and approved by the ACB. No above ground swimming pools shall be installed in the subdivision.

Section 14. Signs. One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. Except as provided by Section 35 and this Section 14, no sign of any kind shall be displayed to the public view on the Property, without the prior consent of the ACB. Notwithstanding the foregoing, a "For Sale" sign may be displayed by the Owner when the Owner is selling any Lot; provided that the Declarant, so long as it has not sold all of its Lots in the Property, shall retain the right to disapprove any signs displayed to the public view. This Section shall not apply to the Declarant for as long as it holds title to any portion of the Property.

Section 15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 16. Animals and Pets. Horses will be allowed only on Lots 4 – 50, 59, 96 – 108, and 72 – 84 except Declarant, at its sole discretion, may add additional lots that will be allowed to have horses. One (1) horse will be permitted per one acre of property unless approved by the Declarant in writing. It shall be the Lot Owner's responsibility to maintain the pasture areas in a grassy condition. It is each Lot Owner's responsibility to keep their Lot free from excessive animal waste. Horses are permitted to have excrements upon the Common Areas

including the equestrian (horse trails) easements provided that the Owner shall immediately remove such excrement from the Common Areas. Declarant, at its sole discretion, shall have the right to remove the ability for a lot to have horses, after the lot may have been previously allowed to have horses, until the lot has been conveyed to a new owner.

No other animals, reptiles, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of caged birds (which caged birds do not include ostrich, emus and rheas), as pets, and domestic dogs, cats, or other usual and common household pets not to exceed three (3) total of any one type of animal permitted above. In no event shall such animals be kept, bred, or maintained for any commercial purposes. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damages to persons or property caused by the pet or resulting from its presence at the Property.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.

B. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an approved trash receptacle.

C. The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

Section 17. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 18. Commercial Trucks, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored on any Lot or anywhere within the subdivision, except only during the periods of approved construction on said Lot, and except that they may be stored within closed garages or in the rear portion of the Lot and concealed from public view. Small pick-up trucks or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. Nor shall such prohibition apply to marked police or other public safety vehicles parked on a driveway.

No vehicle that is unlicensed or inoperable may be kept or stored on the Property, unless kept fully enclosed inside a garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

Section 19. Fences and Walls. Except as installed by Declarant, all fencing and/or wall heights and materials need to be approved by the ACB or Board of Directors. Fences shall not be located in areas that may impede the visibility of natural or man-made features, such as wetlands or drainage/conservation areas, from surrounding property owners, or the public.

Section 20. Hedges. No hedge shall be erected in the front yard except immediately abutting and along the residence building or as approved by the ACB or as installed by the Declarant. The height of any hedge that does not immediately abut and is along a residence building shall be as set or approved by the ACB.

Section 21. Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the County of Pasco for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P.M. the evening before collection. Emptied receptacles or uncollected refuse shall be promptly removed from curbside by its Owner.

Section 22. Clothes Drying Areas. Clothes drying areas will be permitted when completely protected from view from any street or other Lots.

Section 23. Gas Containers. No gas tank, gas container, gas cylinder (except those placed by the Declarant or approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by the Declarant in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, approved gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.

Section 24. Utilities. All residential utility services or service lines (including without limitation, electricity, gas, telephone, all types of radio and television lines, cables, etc.) to the Lots shall be underground unless approved by the ACB. However, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the ACB's sole discretion, deemed necessary.

Section 25. Recreational Structures. No outside towers, poles, tree houses, above ground pools, and skate board ramps shall be erected on any Lot. Only portable and removable basketball backboards and goals may be utilized and such backboard or goal shall be stored out of sight while not in direct use. Permanently installed children's play structures must be installed in an area on the Lot not visible from any street, and, if the Lot is not fenced, must be screened from view with a landscape buffer to reduce visibility from adjoining lots. Installation of all permanent children's play structures is subject to ACB approval of location and screening prior to installation.

Section 26. Communication Equipment. Except as may be installed by the Declarant or as may be permitted by the ACB, no antennas, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Property. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Control Board pursuant to this Section shall be protected cable and shall only be installed underground.

Section 27. County Requirement. Any plat or replat of the Property subject to this Declaration must conform with the master plan as approved by Pasco County as well as the applicable site plan as approved by any Site Plan Review Committee thereof.

Section 28. Drainage. Unless first approved by the ACB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Area, or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot that materially adversely affect the drainage of or to neighboring Lots or the Common Areas.

Section 29. Pumping and Draining. The Owner of any Lot that includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

Section 30. Leasing. Homes and Lots may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. In addition, no building or other improvements including barns, stables, etc. situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot. No bed and breakfast facility may be operated out of a Home or upon a Lot. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

A. Lease Requirements. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the following provisions:

1. All Lease Agreements shall be in writing. All prospective occupants of the Home shall be identified in the Lease Agreement. A copy of all finalized Lease Agreements shall be provided to Association;
2. All Lease Agreements, along with an application form signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to the signing and commencement of the lease;
3. The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be seventy-five dollars (\$75.00) and may be increased from time to time;
4. No Lease Agreement may be for a term of less than six (6) months;

5. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

6. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

7. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

8. All Lease Agreements shall require the Home to be used solely as a private single family residence;

9. When requested by the Association, each Lease Agreement shall provide a uniform attachment (the "**Uniform Lease Exhibit**") incorporating provisions that require the tenant(s) to abide by the Declaration, the Articles, Bylaws and Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

B. Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Five Hundred and No/100 Dollars (\$500.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration: provided, that, the tenant does not undertake obligation after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 31. Ponds. Motorized boat, jet ski, or other motorized vessels are not permitted in any ponds within the Property, if any. Notwithstanding the foregoing, nothing herein shall prevent the use of motorized vessels by licensed aquatic maintenance professionals in performance of pond maintenance duties pursuant to a contract with the Association.

Section 32. Screen Enclosures. No screen enclosures may be constructed on any Lot except as approved by the ACB and after all necessary approvals and permits have been obtained from all governmental agencies. No screen enclosure may be constructed in any designated building setback area on any Lot.

Section 33. Liens and Attorney's Fees and Costs. Any expenses incurred by the Association in carrying out or enforcing the provisions of the sections of this article, including attorney's fees or costs, not immediately reimbursed to the Association by the Owner shall constitute a lien upon the Lot and a personal responsibility of the Owner in the same manner and to the same extent as liens provided in Article VI, and shall be subject to enforcement as provided in Article VI, including Section 10 therefore, and the Association shall be entitled to recover any attorney's fees and costs incurred by it.

Section 34. Hurricane Shutters. Permanent hurricane shutters and hurricane protection devices shall be permitted only upon review and approval by the ACB. Temporary hurricane shutters may be installed upon the announcement of a Hurricane Watch in Pasco County and shall be removed no later than two weeks after the Hurricane Watch/Warning has been lifted for Pasco County.

Section 35. Religious, Holiday and Political Displays. The Association may adopt Rules that reasonably regulate the time, manner and place of displays of religious and holiday signs, symbols and decorations displayed or otherwise visible from outside a Dwelling. Likewise, the Association may adopt Rules which reasonably regulate the time, manner and place of the posting of such signs, including their size and other design criteria.

Section 36. Mailboxes. All mailboxes shall be maintained in the style and color established or approved by the Architectural Control Board. The ACB may, in its discretion, adopt a uniform style and color for mailboxes within the Property.

Section 37. Vehicular Parking. No vehicles may park on paved streets overnight. No parking of any type of vehicle, trailer, boats, etc. is permitted on any vacant Lot, except only during the periods of approved construction on said Lot.

Section 38. Hunting. No hunting of any kind shall be permitted nor will the discharge of any firearms of any type or kind be permitted.

Section 39. Excavation and Filling. No Owner shall excavate or extract fill from any of the Lots subject to this Declaration for any business or commercial purposes. No elevation changes shall be permitted which may materially affect surface grade of surrounding Lots.

Section 40. Construction. Construction of any dwelling or structure of any kind must be completed within 18 months from start of on-site construction activity.

ARTICLE X

INSURANCE AND HAZARD LOSSES

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not reasonably available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained.

Section 1. Authority to Purchase: Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insured shall be the Association and the Directors of the Association. The Association has the authority to use its discretion in

obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 2. Coverage.

A. Fidelity Bonds. The Board of Directors of the Association may require fidelity bond(s) be maintained for anyone who either handles or is responsible for funds that the Association holds or administers. Cancellation or substantial modification of the bonds must be noticed to the Association members prior to change.

B. Hazard Insurance. All buildings and insurable improvements on the Common Areas and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value and all personal property owned by the Association shall be insured for its full insurable value, all determined annually by the Board of Directors of the Association.

(a) Company Rating. The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Deductible. Unless a higher maximum amount is required by state law, the maximum deductible amount is the lesser of \$10,000 or 1% of the hazard insurance policy face amount. However, for losses related to a Lot/Dwelling owned by the Association which is covered by a blanket policy, if any, the deductible related to the individual Lot/Dwelling should be the lesser of \$1,000 or 1% of the Lot's replacement cost.

(c) Endorsements. If available and/or applicable, an Inflation Guard Endorsement, a Construction Code Endorsement, and a Machinery Coverage Endorsement are required.

C. Flood Insurance. If any part of the Association Property is in a Special Flood Hazard Area that is designated as A, AE, AH, AO, A1-30, A-99, V, VE OR V1-30 on a Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program. Unless a higher deductible amount is required by state law, the maximum deductible amount for policies covering the Association Property and Common Property is the lesser of \$5,000 or 1% of the policy's face amount.

D. Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

E. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Member as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

F. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance to meet the requirements of law, as necessary.

G. Other Insurance. The Board of Directors or the Association shall obtain such other insurance, as they shall determine from time to time, to be desirable.

H. Subrogation Waiver. If available, the Association shall obtain policies that provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of general assessments.

Section 4. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XI.

DECLARANT'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, until the Declarant or its designated assignee has completed, sold and conveyed all of the Lots within the Property, neither the Owners, nor the Association shall make any use of the Common Areas that shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of the Declarant, whether related to the Property or other developments of the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, model homes, and/or parking lots for the showing of the property, and the display of signs, billboards, flags, placards and visual promotional materials. The Declarant shall have the right to use unimproved Lots for temporary parking for prospective purchasers and such other parties as Declarant determines. Each Lot and the Common Area are hereby subjected to an easement for the purposes set forth herein.

Section 2. Replatting. It may be necessary for the Declarant to replat a portion of the Property. The Declarant shall have the right to replat unsold portions of the Property without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any Lot.

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by the Declarant, and such deposit shall be refunded at some time in the future, then the Declarant (and not the Association) shall be entitled to receipt of the refunded funds. In addition, should construction payments made by the Declarant be refunded by a utility company or governmental authority at some time in the future, then the Declarant (and not the Association) shall be entitled to receipt of the refunded funds or the Association shall reimburse the Declarant for such payments prior to the time that

Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association.

Section 4. Declarant's Right to Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent Property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build. Declarant may grant easements to Lot Owners adjacent to Common Areas for overhands, protrusions and encroachments of any portion of the improvements to a Lot that are constructed by Declarant. The Declarant shall have the right to dedicate the Common Areas or a portion thereof to any governmental authority or utility company, or to grant an easement over the Common Areas in favor of any governmental authority or utility company, without requiring the joinder or consent of any other Owner or mortgagee holding a mortgage on any Lot.

Section 5. Assignment of Declarant Rights. The Declarant shall have the right to assign to any other person or entity any or all of the Declarant's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Property. In the event of an assignment, the assignee shall not be liable for any action of a prior Declarant. Acquisition, development or construction lenders acquiring title to the Property or any portion thereof by foreclosure or deed in lieu of foreclosure shall have the right, but not the obligation, to assume the Declarant's rights. Such acquisition, development or construction lender shall have the right to assign the Declarant's rights to a subsequent purchaser, regardless of whether or not the Declarant's rights were assumed by the lender.

Section 6. Declarant Approval of Board Action. In the event the Declarant no longer controls the Board of Directors but continues to own a portion of the Property, then the Declarant shall have the right to veto any action taken by the Board if the Declarant determines that such action materially and adversely affects the Declarant's interest in the community. Action of the Board shall be submitted to the Declarant within ten (10) days of adoption of such action. In the event a written veto is not delivered by the Declarant to the Board within ten (10) days of actual receipt of the action, then the action shall be deemed approved.

Section 7. Declarant's Rights-Amendments. Declarant reserves and shall have the sole and exclusive right:

- (a) To modify and amend these Covenants as may be required by any governmental authority or as may be required by the Federal National Mortgage Association, or other insurer of first mortgages upon the Lots without acquiring the approval or joinder of any other Owner or mortgagee.
- (b) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article IX of this Declaration of Covenants, Conditions and Restrictions without notice to or approval by other Owners or mortgagees.
- (c) To amend these Covenants for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein without acquiring the approval or joinder of any other Owner or mortgagee.
- (d) To include in any contract, deed, sublease agreement or other instrument hereafter made any additional covenants and restrictions applicable to the Land which do not lower the standards of the Covenants.

(e) To amend this Declaration to add additional property to be subject hereto, and which shall be developed in a similar manner as the property described in Exhibit A, which annexation shall be accomplished by the Declarant executing and recording in the Public Records of the County in which the subject property is located an amendment executed solely by the Declarant.

ARTICLE XII **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Property.

Section 1. Notices of Action. An Institutional holder, insurer, or guarantor of a first mortgage, who provided written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming "Eligible Holder", will be entitled to timely written notice of:

- A. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- B. any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;
- C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- D. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 4. Applicability of Article XI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within

thirty (30) days of the date of the Association's request, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XIII.
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owner of two-thirds of the Lots and an instrument signed by the then Mortgagees of two-thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postpaid), transmitted by way of telecopy (fax), or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Southwest Florida Water Management District "SWFWMD". The following terms and conditions are specifically included in this Declaration for the benefit of the Southwest Florida Water Management District ("District") in accordance with the regulations and requirements thereof and pursuant to the permit issued for the installation of the Surface Water Management System in this Development.

(1) The Surface Water Management System shall be located on land that is designated as Common Area, owned by the Association or located on land that is the subject of an Easement in favor of the Association, its successors and assigns.

(2) The Association shall operate, maintain and manage the Surface Water Management System in a manner consistent with the District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or storm water management capabilities as permitted by the District. Any repair or reconstruction of the surface water or storm water management system shall only be permitted as approved by the District.

If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for the same.

(3) No structure of any kind (including but not limited to docks, gazebos, etc.) shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, Pasco County, and the District.

(4) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Pasco County, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape purposes. The right of ingress and egress, and Easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, the District, Pasco County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(5) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the Surface Water Management system that have been or may be created by Easement without the prior written consent of the Association, Pasco County and the District.

(6) No wall, fence, paving, planting or other improvement may be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System.

(7) The District and Pasco County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Management System.

(8) No construction activities may be conducted relative to any portion of the Surface Water Management System without the approval of the District. Prohibited activities in the previous sentence included, but are not limited to digging or excavation; depositing fill, debris or other material items; construction or alteration any water control structure; or any other construction to modify the Surface Water Management System facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24 of SWFWMD Rules and Regulations, or a wet detention pond, no vegetation of these areas shall be removed, cut, trimmed, or sprayed with herbicide without the specific written approval of the District. Construction or maintenance activities, which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval by the District.

(9) For Surface Water Management System that require on-site wetland mitigation as defined in Section 1.7.24 or which require ongoing monitoring and maintenance, the Association shall be required to include in their annual budget and as part of the Assessments made pursuant to Article VI hereof sufficient funds for monitoring and maintenance of the wetland mitigation areas on an annual basis until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

(10) No owner of property within the subdivision may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation area and drainage easement described in the approved permit and recorded plat of the subdivision, unless prior approval is received from South West Florida Water Management District, Brooksville Regulation Department.

(11) No owner of property within the subdivision may undertake or perform any activity including fill activities within the 100-year flood plain denoted on the approved construction plans for the subdivision of Bella Terra, unless prior approval is received from the Southwest Florida Water Management District pursuant to Environmental Resource Permitting and the Association.

(12) Each property owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with the South West Florida Water Management District (SWFWMD).

(13) The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and introduction of carp grass. Lot owners shall address any questions regarding the authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

(14) Each property owner within the subdivision shall not place or discharge unsuitable materials in the rear yard area that could be dislodged or washed away into adjacent wetlands or wetland buffers. Examples of unsuitable materials included: trash, yard debris, open containers of oil or solvents, wash waters, and similar materials normally disposed of as solid or liquid waste.

Section 4. Association Records. The Association shall allow all Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

Section 5. Association Annual Statement. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot in the Development.

Section 6. Enforcement. Enforcement of these covenants and restrictions, and of the rules and regulations adopted pursuant thereto, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Declarant, the 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. These covenants may also be enforced by the Architectural Control Board. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the surface water or Storm Water Management System. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. The Association is hereby empowered to seek personal judgment against Owners for unpaid fines.

A. Covenant Compliance Review Committee: In regards to Florida Statute 720.305, a committee of no less than three members shall be appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

This committee shall follow the guidelines set forth by the Florida Statutes and the Homeowner Association's Covenants and Restrictions.

B. Notice/Hearings: After the homeowner has been given time to correct any deed restriction violations, the Board of Directors will turn over the file to the Covenant

Compliance Review Committee (CCRC) for review. The CCRC will notify the homeowner fourteen (14) days in advance of the hearing date and place of meeting. The homeowner at that time can present their case as to why they haven't corrected their violation. If a homeowner does appear at the meeting, the committee can make a decision to allow the homeowner additional time to correct the violation within a certain time frame. After that date, if the violation hasn't been corrected, then the committee, upon unanimous written consent can request the Board of Directors to impose a fine. If the homeowner doesn't appear before the CCRC, then the committee upon unanimous written consent can request the Board of Directors to impose a fine as set forth in the Declaration of Covenants, Conditions and Restrictions of Bella Terra of Pasco County Homeowners' Association, Article XIII GENERAL PROVISIONS, Section 6 Enforcement.

C. Meetings: All meetings of the CCRC shall be conducted in the formal format just as a Board meeting would be. The CCRC and not the Board of Directors shall conduct the meeting.

D. Fines: The Board of Directors may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars (\$100.00)(or any greater amount permitted by Section 720.305(2) of the Florida Statutes from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the Fine. If not paid, such fine shall be considered an assessment and a lien may be filed against the Owner's Lot.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

Section 8. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association provided, so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained for such amendment, in the sole opinion of the Declarant, effects its interest. The foregoing sentence may not be amended. Every amendment must have the written joinder and consent of the Declarant for so long as the Declarant owns any portion of the Property. Any amendment must be recorded in the Public Records of Pasco County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to, Declarant, unless Declarant joins in the execution of the amendment. Any amendments to this Declaration that alter any provision relating to the surface water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Commons Areas, must have the prior approval of the District. Declarant may at any time amend this Declaration in its sole discretion so long as such amendment does not impair the then existing property right of any Owner.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad

Valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided in Section 8 above.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Pasco County Public Records.

EXECUTED the date first above written.

Signed, sealed and delivered
presence of

Amberglen Development, Inc.

Michelle Orsi
Name: Michelle Orsi

By: Pat O Buck
Patricia O. Buck, President

[Corporate Seal]

Paula Orsi
Name: Paula Orsi

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me, this 29th day of October 2014, by Patricia O. Buck, as President of Amberglen Development, Inc., a Florida Corporation, who is personally known to me.



CAROL C. CLARK
MY COMMISSION # FF 150550
EXPIRES: November 30, 2018
Bonded Thru Budget Notary Services

Carol C Clark
Notary Public
Print Name: _____
State of Florida
My Commission Expires: _____

EXECUTED the date first above written.

Signed, sealed and delivered
presence of

Sunfield Homes, Inc.

Michelle Orsi
Name: Michelle Orsi

By: Pat O Buck
Patricia O. Buck, President

[Corporate Seal]

Paula Orsi
Name: Paula Orsi

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me, this 29th day of October 2014,
by Patricia O. Buck, as President of Sunfield Homes, Inc., a Florida Corporation, who is
personally known to me.



CAROL C. CLARK
MY COMMISSION # FF 150550
EXPIRES: November 30, 2018
Bonded Thru Budget Notary Services

Carol C Clark
Notary Public
Print Name: _____
State of Florida
My Commission Expires: _____

EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION:

The undersigned, owners of the lands shown on this plat to be known as BELLA TERRA, being a portion of Sections 10 and 11, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 10, Township 24 South, Range 17 East, Pasco County, Florida; thence S89°26'36"E, along the North line of the Northwest 1/4 of the Northwest 1/4 of said Section 10 (being the basis of bearings for this legal description), for 1,368.76 feet to the Northwest corner of the Northeast 1/4 of said Northwest 1/4 of Section 10, same being the POINT OF BEGINNING; thence S89°26'36"E, along the North line of said Northeast 1/4 of the Northwest 1/4 of Section 10, for 1,368.76 feet to the Northeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 10; thence S00°24'25"W, along the West line of the Northwest 1/4 of the Northeast 1/4 of said Section 10, for 329.55 feet to the Southwest corner of the Northwest 1/4 of said Northwest 1/4 of the Northeast 1/4 of Section 10; thence leaving said West line of the Northwest 1/4 of the Northeast 1/4 of Section 10, S89°29'54"E, along the South line of said North 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 10, for 1,312.15 feet to the Southeast corner of said North 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 10; thence S02°07'42"W, along the East line of said Northwest 1/4 of the Northeast 1/4 of Section 10, for 990.00 feet to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of Section 10; thence S89°27'21"E, along the North line of the Southeast 1/4 of said Northeast 1/4 of Section 10, for 1,365.63 feet to the Northeast corner of said Southeast 1/4 of the Northeast 1/4 of Section 10, Section 10; thence S00°26'14"W, along the East line of said Southeast 1/4 of the Northeast 1/4 of Section 10; thence for 1,320.82 feet to the Southeast corner of said Southeast 1/4 of the Northeast 1/4 of Section 10; thence S00°38'28"W, along the East line of the Southeast 1/4 of said Section 10, for 1,785.14 feet to the Northeast corner of Tract 1465 of the UNRECORDED PLAT of the HIGHLANDS, as described in Official Records Book 3373, page 1428 of the Public Records of Pasco County, Florida; thence leaving said East line of the Southeast 1/4 of Section 10, N82°33'03"E, along the North line of said Tract 1465, for 496.00 feet to the Northeast corner of said Tract 1465, same being the point of intersection with a Westerly Right-of-Way line of Akins Road, according to Official Records Book 3394, page 1256 of the Public Records of Pasco County, Florida, same also being the point of intersection with a non-tangent curve, concave Easterly; thence Southerly along the East line of said Tract 1465, same being said Westerly Right-of-Way line of Akins Road, along the arc of said curve, from a radial bearing of N82°32'14"E, having a radius of 1,582.16 feet, a central angle of 08°22'12", an arc length of 148.29 feet, and a chord bearing S10°08'52"E for 148.24 feet to the Southeast corner of said Tract 1465, same being the point of intersection with a non-tangent line; thence leaving said Westerly Right-of-Way line of Akins Road, S77°10'05"W, along the South line of said Tract 1465, for 533.50 feet to the point of intersection with said East line of the Southeast 1/4 of Section 10, same being the Southwest corner of said Tract 1465; thence S00°38'28"W, along said East line of the Southeast 1/4 of Section 10, for 651.86 feet to the Southeast corner of said Section 10; thence N89°21'32"W, along the South line of the Southeast 1/4 of the Southeast 1/4 of Section 10, for 1,318.26 feet to the Southwest corner of said Southeast 1/4 of the Southeast 1/4 of Section 10; thence N89°22'51"W, along the South line of the Southwest 1/4 of said Southeast 1/4 of Section 10, for 1,318.65 feet to the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 10; thence N89°49'20"W, along the South line of said Southeast 1/4 of the Southwest 1/4 of Section 10; thence for 1,351.81 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4 of Section 10; thence N00°05'43"E, along the West line of said Southeast 1/4 of the Southwest 1/4 of Section 10, for 1,333.77 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4 of Section 10; thence N00°06'25"E, along the West line of the Northeast 1/4 of said Southwest 1/4 of Section 10, for 1,332.85 feet to the Northwest corner of said Northeast 1/4 of the Southwest 1/4 of Section 10, for 1,296.90 feet to the Northwest corner of said Southeast 1/4 of the Northwest 1/4 of Section 10, same being the Southeast corner of Tract 49 of the UNRECORDED PLAT of HUDSON GROVE ESTATES, as described in Official Records Book 808, page 135 of the Public Records of Pasco County, Florida; thence N89°25'17"W, along the South line of said Northwest 1/4 of the Northwest 1/4 of Section 10, same being the South line of said Tract 49, for 1,342.56 feet to the point of intersection with a line 25.00 feet East of and parallel with the West line of said Northwest 1/4 of the Northwest 1/4 of Section 10; thence leaving said South line of the Northwest 1/4 of the Northwest 1/4 of Section 10, N00°18'08"E, along said line 25.00 feet East of and parallel with the West line of the Northwest 1/4 of the Northwest 1/4 of Section 10, for 402.72 feet; thence S89°25'56"E, for 1,336.15 feet; thence N00°48'46"E, for 255.86 feet to the point of intersection with the South line of the North 1/2 of said Northwest 1/4 of the Northwest 1/4 of Section 10, same being the point of intersection with the South line of Tract 51 of the UNRECORDED PLAT of HUDSON GROVE ESTATES, as described in Official Records Book 1155, page 423 of the Public Records of Pasco County, Florida; thence S89°25'56"E, along said South line of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 10, same being said South line of Tract 51, for 4.73 feet to the point of intersection with the West line of said Northeast 1/4 of the Northwest 1/4 of Section 10; thence N00°21'16"E, along said West line of the Northeast 1/4 of the Northwest 1/4 of Section 10, for 658.84 feet to the POINT OF BEGINNING.

Containing 19,565,915 square feet or 449.195 acres, more or less.

ARTICLES OF INCORPORATION
OF

BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC.

(A Florida not-for-profit corporation)

The undersigned Incorporator hereby adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be **BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By Laws."

ARTICLE II - NON-PROFIT CORPORATION

The Association is formed as a non-stock, non-profit corporation pursuant to the provisions of the Florida Not for Profit Corporations Act, as codified at Section 617.01011 *et seq.*, FLA. STAT. (hereinafter referred to as the "Act"). The Association does not contemplate pecuniary gain or profit, direct or indirect, and no portion of the revenues of the Association shall be distributed or inure to the private benefit of any Member, director, or officer.

ARTICLE III - OFFICE

The principal office and mailing address of the Association shall be 3600 Galileo Drive, Suite 104, New Port Richey, Florida 34655, or at such other place or places, as the Board of Directors may subsequently designate. All books and records of the Association shall be kept at its principal office or at such other place, as may be permitted by the Act, as defined herein.

ARTICLE IV - DEFINITIONS

All capitalized words or terms that are not defined herein shall have the same meanings ascribed to them in that certain Declaration of Covenants, Conditions, Restrictions & Easements for Bella Terra, as recorded, or to be recorded, in the Public Records of the County, and as it may be amended from time to time (the "Declaration").

ARTICLE V - PURPOSE

The purposes of the Association shall be as follows:

- 5.1 To provide for the maintenance, preservation and architectural control of Lots and any Homesite or other Structure located or to be constructed thereon, the Common Areas

(including, for example, the Surface Water Management System) and to promote the health, safety and welfare of the Residents within the Community.

5.2 To accept and hold fee simple title to the Common Areas and to accept and hold the right, title and interest, as grantee, in and to any and all easements that are appurtenant to or benefit the Common Areas or any portion thereof or the Association.

5.3 To operate and maintain the Surface Water Management System in accordance with the terms and conditions of the environmental resource permit, as issued by the Southwest Florida Water Management District.

5.4 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association set forth herein, in the By-Laws or the Declarations as the same may be amended from time to time, and as provided by law. In addition, the Association is formed for the purpose of providing an organization for the furtherance of the common interests of the Owners.

ARTICLE VI – POWERS

6.1 The Association shall have the following powers, which, unless otherwise limited by the Declaration, these Articles, the By-Laws or by the applicable laws of the State of Florida, may be exercised by the Board of Directors:

- (a) All of the common-law and statutory powers conferred upon not-for profit corporations and homeowners associations under the laws of the State of Florida, as those sections are in effect on the date of commencement of the corporate existence of the Association, and any other powers subsequently included in that section or any other section of the Florida Statutes that enumerates powers that a non-profit corporation or a homeowner's association may have, provided the powers shall be exercised in a manner consistent with the Declaration; and
- (b) All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers of the Association set out or defined in the Declaration, these Articles, and the By-Laws, including, without limitation, the power to:
 - (i) Establish, collect, and enforce payment of, by any lawful means, Assessments and other charges to be levied against the Lots and Members (whether such sums are due and payable to the Association), in order to fund the expenditures of the Association;
 - (ii) Accept and hold title to the Common Area, and to maintain, repair, remove, replace, reconstruct, ameliorate and operate the Improvements constructed or installed or to be constructed or installed within and/or outside of the Area of Common

Responsibility for which the Association, by covenant, agreement or contract, has a right or duty to provide such services;

- (iii) Enforce the Act and the covenants, conditions, or restrictions affecting any land within the Community to the extent the Association may be authorized to do so under the Declaration, these Articles or the By-Laws;
- (iv) Adopt, amend, supplement, repeal, modify and enforce reasonable Rules & Regulations, in accordance with the Declaration, governing the use of the Common Area, other activities within the Community, and the operation procedures of the Association, in the interests of the health, safety and general welfare of all Owners;
- (v) Engage in activities that will actively foster, promote, and advance the common interests of all Owners;
- (vi) Buy, accept, own, operate, lease, exchange, or otherwise acquire; sell, convey, trade, dedicate for public use, exchange, or otherwise dispose of; mortgage, hypothecate, pledge, obtain and draw down upon equity (or credit) lines or otherwise encumber; own, hold, replace, reconstruct, upgrade, lease, use, operate, and improve; grant easements, leases and licenses, and otherwise deal in and with property of any and all kinds, and any right or interest therein, for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the By-Laws;
- (vii) Buy, lease, exchange, or otherwise acquire; sell, transfer, exchange, or otherwise dispose of; grant a security interest, mortgage, hypothecate or otherwise encumber; own, hold, use, operate, and make betterments; and otherwise deal in and with personal property of all kinds, and any right or interest therein, for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or the By-Laws;
- (viii) Obtain and maintain any and all insurance, including, for example, property and liability insurance, in accordance with the requirements of the Declaration, for the protection of the Association and its Members;
- (ix) Repair, remove, restore, replace, reconstruct, upgrade and sell damaged or destroyed real and/or personal property after casualty or condemnation;

- (x) Employ or hire as independent contractors accountants, attorneys, architects and other professional consultants to perform such services, as may be required for the proper operation of the Association and the fulfillment of its policies, goals, objectives and purposes;
- (xi) Contract for the management and maintenance of the Common Areas and/or the Area of Common Responsibility and to authorize a management agent (which may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas and/or Area of Common Responsibility with such funds, as shall be made available by the Association for such purposes;
- (xii) Borrow money and/or obtain and draw down upon lines of credit and/or equity for any purpose of the Association, subject to such limitations, as may be set forth in the Declaration or the By-Laws;
- (xiii) Initiate, prosecute, defend, and maintain suits at law or in equity;
- (xiv) Enter into, make, perform, and enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in conjunction with any other Person or governmental (or quasi-governmental) body or agency;
- (xv) Act as agent, trustee, receiver or other representative of other Persons, and, as such, to advance the business or ownership interests of such Persons;
- (xvi) Provide or cause provision of any and all services to the Owners as may be necessary or proper; and,
- (xvii) Execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Owner's and Mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers that may now or hereafter be permitted by the laws of the State of Florida. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms and conditions of any other paragraph of this Article.

6.2 Association Property. All funds and the title to or interest in all properties acquired by or leased to the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

6.3 Conflict. In the event of conflict between the Act, the Articles and By-Laws, the provisions of the Act shall control over those of the Articles and By-Laws.

ARTICLE VII – MEMBERSHIP

7.1 Membership. The Members shall be those parties identified in the Declaration, as Members. There shall be two (2) classes of membership, as set forth in the Declaration. The manner of termination and transferability or non-transferability of membership is set forth in the Declaration.

7.2 Assignment. The undivided share of a Member in the privileges, rights, funds and other assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Member's Lot.

7.3 Voting. On all matters upon which the membership shall be entitled to vote, all votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any Person owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned by such Member.

7.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

7.5 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the new Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall be terminated.

ARTICLE VIII – OFFICERS AND DIRECTORS

8.1 Board of Directors. The initial Board shall consist of three (3) directors appointed by Declarant. The names and mailing addresses of the initial directors, who shall hold office until their successors are elected and qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Patricia O. Buck	3600 Galileo Dr., Suite 104 New Port Richey, FL 34655
Jennifer Orsi	3600 Galileo Dr., Suite 104 New Port Richey, FL 34655
Michelle Orsi	3600 Galileo Dr., Suite 104 New Port Richey, FL 34655

Each of the named Persons has consented to be a director of the Association. The number of directors may be changed, from time to time, in accordance with the By-Laws.

8.2 Director's Duty. A director of the Association shall discharge her duties as a director, including any duties as a member of a committee, in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director of the Association has knowledge concerning a matter in question that makes reliance unwarranted, a director of the Association, in discharging his duties, may rely on information, opinions, reports or statements, including, inter alia, financial statements and other data, if prepared or presented by: (i) one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; (ii) legal counsel, public accountants or other Persons, as to matters the director of the Association reasonably believes are within the Persons' professional or expert competence; or (iii) a committee of which the Association director is not a member if that director reasonably believes the committee merits confidence. Each Association director is not liable for any action taken as a director, or any failure to take action, if she performed the duties of her office in compliance with the foregoing standards.

8.3 Election, Removal & Vacancies. The method of election, removal, and filling of vacancies of members of the Board of Directors and the officers thereof, as well as the terms of office for those directors and officers is set forth in the By-Laws.

8.4 Board Actions. The Board of Directors may perform or cause to be performed all actions of the Association that the Community Documents or the laws of the State of Florida do not direct to be done and exercised exclusively by the Members directly.

8.5 Delegation. The Board of Directors may delegate its authority to manage the day-to-day affairs of the Association to such Persons and committees as the Board, in its discretion, may from time to time decide.

8.6 Initial Officers. The names and addresses of the initial officers of the Board who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME OF OFFICERS</u>	<u>ADDRESS</u>
President	Patricia O. Buck	3600 Galileo Dr., Suite 104 New Port Richey, FL 34655
Treasurer	Michelle Orsi	3600 Galileo Dr., Suite 104 New Port Richey, FL 34655
Vice-President/Secretary	Jennifer Orsi	3600 Galileo Dr., Suite 104 New Port Richey, FL 34655

ARTICLE IX – BY-LAWS

The By-Laws shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein. The quorum requirements and other procedures for meetings of the Board of Directors and the Members are set forth in the Declaration and the By-Laws.

ARTICLE X – LIMITED LIABILITY

10.1 No Liability. To the fullest extent the laws of the State of Florida permit the limitation or elimination of the liability of directors, officers, members of the Architectural Review Board (the “ARB”) and Modifications Committee (the “MC”), if any, and other committee members, no director or officer of the Association or member of the ARB, MC or other committee shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director, officer or member of the ARB, MC or other committee. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer, or member of the ARB, MC or other committee for or with respect to any acts or omissions of such director, officer, or member of the ARB, MC or other committee occurring prior to such amendment or repeal.

10.2 Indemnities. The Association shall indemnify, defend (with counsel selected by the Association) and hold harmless any Person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association (each, an “Indemnatee”), for, from and against any and all claims, liabilities, damages, judgments, fees and costs, including, for example, attorneys’ fees and disbursements (collectively, “Claims”), incurred in connection with, related to or in any way connected with any such Claim, including, any appeal taken therefrom, if such Person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the Person did not act in good faith and in a manner which such Person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.3 Indemnification. The Association shall indemnify, defend (with counsel selected by the applicable Indemnitees) and hold harmless the Indemnitees, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, committee member, employee, or agent of the Association from and against any and all Claims, including those paid in settlement not exceeding, in the business judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal taken therefrom. Such indemnification shall be authorized by the Association if such Person acted in good faith and in a manner such Person reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made or granted by the Association under this Section 10.3 in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court or arbitral body of competent jurisdiction, shall determine upon application that, despite the adjudication of liability, but in view of all facts and circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such costs and expenses which such court shall deem proper.

10.4 Indemnification for Expenses. To the extent that a director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 10.2 or 10.3, or in defense of any claim, issue, or matter therein, she shall be released, defended, indemnified and held harmless for, from and against any and all costs and expenses actually and reasonably incurred or suffered by her in connection therewith.

10.5 Determination of Applicability. Any indemnification under Sections 10.2 or 10.3, unless pursuant to a determination by a court or arbitral panel, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, committee member, employee, or agent is proper under the circumstances because she has met the applicable standard of conduct set forth in Sections 10.2 or 10.3. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding; or

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; or

(c) By independent legal counsel:

1. Selected and retained by the Board of Directors prescribed in subsection 10.5(a) or the committee prescribed in subsection 10.5(b); or

2. If a quorum of the directors cannot be obtained for subsection 10.5(a) and the committee cannot be designated under subsection 10.5(b), selected by majority vote of the full Board of Directors (in which directors who are parties may participate); or

(d) By a majority of the Voting Interests of the Members of the Association who were not parties to such proceeding.

10.6 Determination Regarding Expenses. Evaluation of the reasonableness of costs expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if independent legal counsel makes the determination of permissibility, Persons specified by subsection 10.5(c) shall evaluate the reasonableness of costs and expenses and may authorize indemnification.

10.7 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if she is ultimately found not be to entitled to indemnification by the Association pursuant to this Section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.8 Exclusivity; Exclusions. The indemnification and advancement of costs and expenses provided pursuant to this Article X are not exclusive, and the Association may make any other or further indemnification or advancement of costs and expenses of any of its directors, officers, predecessors officers, predecessor directors, committee members, employees or agents under any bylaw, agreement, vote of the Board, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of costs and expenses shall not be made to or on behalf of any director, officer, employee, or agent, if a judgment or other final adjudication establishes that such Person's actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of criminal law, unless the applicable director, officer, committee member, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) A transaction from which the director, officer, committee member, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

10.9 Continuing Effect. Except as otherwise provided when authorized or ratified, indemnification and advancement of costs and expenses as provided in this Article X shall continue as to a Person who has ceased to be a director, officer, committee member, employee,

or agent and shall inure to the benefit of the heirs, executors, and administrators of said Person(s).

10.10 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, committee member, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of costs and expenses, or both, to the court or arbitral panel conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court or arbitral panel, after delivering notice that it considers reasonable and necessary, may order indemnification and advancement of costs and expenses, including, inter alia, expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, committee member, employee, or agent is entitled to mandatory indemnification hereunder, in which case the court or arbitral panel shall also order the Association to pay said Person(s) reasonable costs and expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, committee member, employee, or agent is entitled to indemnification or advancement of costs and expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 10.8; or
- (c) The director, officer, committee member, employee, or agent is fairly and reasonably entitled to indemnification or advancement of costs and expenses, or both, in view of all the relevant circumstances, regardless of whether such Person met the standard of conduct set forth in Sections 10.2, 10.3, or 10.8 unless (i) a court or arbitral body of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee (and the applicable time period to pursue such an appeal has expired), that she did not act in good faith or acted in a manner she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that she had reasonable cause to believe her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, decree, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the Person did not act in good faith or did act in a manner that she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that she had reasonable cause to believe that her conduct was unlawful.

10.11 Definitions. For the purposes of this Article X, the term “expenses” shall be deemed to include attorneys’ fees, paraprofessionals’ fees and expert witnesses’ fees, including, those fees expended for and during any appeals; the term “liability” shall be deemed to include

obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; the term "agent" shall be deemed to include a volunteer, and the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, committee member, employee or agent of the Association that imposes duties on such Persons.

10.12 Amendment. Anything to the contrary contained herein notwithstanding, no amendment to the provisions of this Article X shall be applicable as to any party eligible for indemnification hereunder who has not given her prior written consent to such amendment.

ARTICLE XI – AMENDMENT

Amendments to these Articles shall be proposed and adopted in the following manner:

11.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

11.2 Amendments Without Vote of Members. No Members shall be entitled to vote, however, on any amendment to these Articles that is for the sole purpose of complying with the requirements of any governmental or quasi-governmental body or institutional lender authorized to fund, insure or guarantee Mortgages that encumber one or more of the Lots, as such requirements may exist at any time and from time to time, which amendments may be adopted by the Board of Directors with the consent of the Declarant during the Development Period.

11.3 Adoption. These Articles may be amended at any annual meeting of the Association or any special meeting duly called and held for such purpose by a Resolution duly adopted by the Board of Directors and ratified by the affirmative vote or the written consent, or any combination thereof, of a majority of each class of Members existing at the time of, and present at, such meeting. If a Member approves or consents to any amendment to these Articles, it shall be conclusively presumed that such Member has the authority to approve or consent thereto, and no contrary provision in any Mortgage or contract between the Member and a third party may affect the validity of such amendment.

11.4 Limitation. No amendment of these Articles may conflict with any provision of the Declaration. Further, no amendment of these Articles shall be effective that has a materially adverse effect on any rights of any Member, including the Declarant, unless such Member consents thereto in writing. No amendment to this Section shall be effective.

11.5 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant or the Class "B" Member alone.

11.6 Recording. An amendment to these Articles shall be effective when: (i) filed with the Secretary of State, pursuant to the provisions of applicable Florida law and (ii) a copy certified by the Secretary of State is recorded in the Public Records (with an identification on the first page thereof of the book and page number of the Public Records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles), unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months after its recording in the Public Records, or such amendment shall be conclusively presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of these Articles.

ARTICLES XII – DISSOLUTION

12.1 By Resolution. The Association may be dissolved only by a Resolution duly adopted by the Board of Directors and ratified by the affirmative vote or written consent or any combination thereof of Members who hold at least sixty-seven percent (67%) of the total Voting Interests of the Class “A” Members, and, during the Development Period, by the written consent of Declarant. In the event of dissolution, liquidation or winding up of the Association in accordance with the Declaration and other Community Documents, the Association’s assets remaining after payment, or provisions for payment, of all known debts and liabilities of the Association, shall be divided among and distributed to the Members in equal shares, dedicated to a public body, or conveyed to a non-profit organization for the purposes similar to the Association.

12.2 Storm Water and Surface Water Management Systems. Upon dissolution of the Association, all Members shall be jointly and severally responsible for operation and management of the Surface Water and Storm Water Management Systems according to the requirements of the environmental resource permit issued by the Southwest Florida Water Management District until an alternate entity assumes responsibility for the same.

ARTICLE XIII – MERGER AND CONSOLIDATION

13.1 By Resolution. The Association may merge or consolidate with another association or Person only in accordance with a Resolution duly adopted by the Board of Directors and ratified by the affirmative vote or written consent or any combination thereof of Members who hold at least sixty-seven percent (67%) of the total Voting Interests of two-thirds (2/3) of the Class “A” votes, and during the Development Period, by the written consent of Declarant.

ARTICLE XIV – INCORPORATOR

The name and address of the Incorporator of the Association are, as follow:

NAME

ADDRESS

Jennifer Orsi

3600 Galileo Dr., Suite 104
New Port Richey, FL 34655

ARTICLE XV – TERM OF EXISTENCE

The Association's existence shall commence upon the filing of these Articles with the Florida Department of State, Division of Corporations, and shall have perpetual existence thereafter.

**ARTICLE XVI – INITIAL REGISTERED OFFICE:
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 3600 Galileo Drive, Suite 104, New Port Richey, Florida 34655. The initial registered agent at that address shall be Jennifer Orsi.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the 2ND day of October, 2014

By: Jennifer Orsi
Jennifer Orsi

STATE OF FLORIDA

SS:

COUNTY OF PASCO

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Jennifer Orsi, as Vice-President of the Bella Terra of Pasco County Homeowners' Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, to me known to be the person who signed the foregoing instrument as such officer, and she acknowledged that the execution thereof was the free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation. She is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of October, 2014.



CAROL C. CLARK
MY COMMISSION # FF 150650
EXPIRES: November 30, 2018
Bonded Thru Budget Notary Services

Name: Carol C Clark

Print Name: CAROL C CLARK

Notary Public, State of Florida

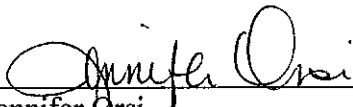
My commission Expires: 11/30/2013

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in Pasco County, State of Florida, the Association named in the said Articles has Jennifer Orsi, located at 3600 Galileo Drive, Suite 104, New Port Richey, FL 34655, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Jennifer Orsi

DATED this 2ND day of October, 2014

**BYLAWS
OF
BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC.**

**A corporation not for profit
under the Laws of the State of Florida**

ARTICLE I – IDENTITY

Section 1. These are the Bylaws of BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC., called Association by these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 14, 2014.

Section 2. The office of the Association shall be at 3600 Galileo Drive, Suite 104, New Port Richey, Florida 34655 or at such other place or places, as the Board of Directors may subsequently designate.

Section 3. The Association shall operate upon the calendar year beginning on the first day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II – DEFINITIONS

Section 1. All words, phrases, names and terms used in these Bylaws, the Declaration and the Articles of Incorporation of the Association shall have the same meaning and be used and defined the same as they are in the Declaration of Covenants, Conditions and Restrictions of BELLA TERRA.

ARTICLE III – THE ASSOCIATION

Section 1. Members. The members of the Association shall be those individuals or entities as so defined in the Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation, and shall be any legal entity capable of ownership of real property under the Laws of Florida.

Section 2. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the directors and the directors, by majority vote, may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of members who are entitled to vote ten percent (10%) of all of the total voting interest of the Association. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, and if no such address appears, at his last known place of address, at least fifteen (15) days for an annual meeting and ten (10) days for a special meeting, prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. The notice shall specify the day, place and hour of the meeting, and if a special meeting, the purpose.

Section 6. Minutes. Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by Lot Owners and Board members at all reasonable times.

Section 7. Quorum. The presence in person or by proxy at the meeting of members entitled to cast ten percent (10%) of all votes, regardless of class of membership, shall constitute a quorum for any action required by the membership, except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions or these Bylaws.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each lot, or combination of lots, either in person or by proxy, shall have the right to cast one vote as set forth in the Declaration. The vote of the majority of 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 statute, or of the Declaration of Covenants, Conditions and Restrictions, or of the Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Lot owners and filed with the Secretary of the Association. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by the president or vice president and attested by the

secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any owner of a share in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose, except if the Lot is owned jointly by husband and wife. If a Lot is owned jointly by two or more persons, the following provisions are applicable:

- a. They may, but are not required, to designate a voting member;
- b. If they do not designate a voting member, and if more than one owner is present at a meeting and the owners are unable to concur on a decision upon any subject requiring a vote, they shall lose the right to vote on the subject at that meeting;
- c. When they do not designate a voting member, and only one is present at a meeting, the person present may cast the Lot's vote.

Section 10. Proxies. A member may appoint any other member, any owner of any Lot, the Declarant, or the manager as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting, must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the authorized person who executed the proxy.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of the minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of officers (if election is to be held).
- g. Unfinished business.
- h. New business.

ARTICLE IV – ADMINISTRATION

Section 1.

- a. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors, which shall constitute the Board shall be not less than three (3) nor more than five (5). The number of directors may be increased or decreased within the above limits by affirmative vote of a majority of the membership. The Directors shall be elected at the annual meeting of the owners by a majority vote except that the initial Directors shall serve until their resignation or relinquishment of control of the Association by the Declarant and the Declarant reserves the right, in its sole discretion, to remove and replace any of the initial directors or their replacements. No director, other than the Declarant or its representatives, shall serve for more than two (2) consecutive three (3) year terms. The Declarant reserves the right, in its sole discretion, to remove and replace any of the initial directors or their replacements. After the Declarant has relinquished control, Directors shall be elected for staggered terms as follows; there shall be a minimum of three (3) Directors elected, one-third (1/3) of the Board for a one (1) year term, one-third (1/3) of the Board for a term of two (2) years and the balance to be elected for a term of three (3) years, and at each annual meeting thereafter the members shall elect the number of Directors whose terms are expiring for three (3) year terms.
- b. Removal. Directors, except for the Declarant's representatives, may be removed for cause by an affirmative vote of a majority of the owners. The vacancy so created shall be filled by the members of the Association. No Director, other than the initial Directors named in the Articles of Incorporation, or their duly elected replacements, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.
- c. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be appointed by the remaining Directors.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be exercised and done by the members or officers. The powers and duties of the Board shall include, but not be limited to, the following:

- a. All powers and duties of the Association as set forth in the Articles of Incorporation of the Association, except as limited as above provided.

- b. To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common area and for contingencies.
- c. To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.
- d. To determine who shall act as legal counsel for the Association whenever necessary.
- e. To determine the depository for the funds of the Association.
- f. To acquire the necessary personnel needed for the maintenance, care and upkeep of the Common Parcels and Access Ways, and set the salaries or compensation of said personnel.
- g. Assess and collect all assessments pursuant to the Declaration.
- h. Establishment of reserves or making assessments for betterments to the development property.
- i. Within one hundred twenty (120) days following the end of the fiscal year or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each owner of a Lot a notice that a complete financial report of actual receipts and expenditures for the previous twelve (12) months is available upon request. The report shall show the beginning and ending cash balances and shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:
 - (1) Cost for security;
 - (2) Professional and management fees and expenses;
 - (3) Taxes;
 - (4) Cost for recreation facilities;
 - (5) Expenses for refuse collection and utility services;
 - (6) Expenses for lawn care;

- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves and depreciation reserves.

The report, upon written request, shall be sent to the Lot Owners, and to holders, insurers or guarantors of any first mortgage on a Lot and, if required, the report shall be in the form of a financial statement certified by a corporate officer.

- j. The Board shall make available for inspection, during reasonable business hours or circumstances, to Lot Owners and holders, insurers or guarantors of first mortgages current copies of the Declaration of Covenants, Conditions and Restrictions, the Bylaws and other rules concerning the operation of the Association, and the books, records and financial statements of the Association.

Section 3. Election of Directors. At the election the members or their proxies may cast, in respect to each vacancy, as many such votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 2 of this paragraph.

Section 5. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a Director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 6. Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members' meeting, at such place as shall be fixed by the Board.

Section 7. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, email, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, email, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and

purpose of the meeting. Special meetings of the Board of Directors shall be called by the President and Secretary, in like manner and on like notice, on the written request of at least two directors.

Section 9. Notice of Meetings to Lot Owners. Meetings of the Board of Directors shall be open to all Lot owners and notices of meetings shall be either hand delivered or mailed by regular mail to each member at least seven (7) days in advance of a meeting of Lot owners or posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. If an assessment is to be considered at a Board meeting, a statement that an assessment will be considered and the nature of the assessment must be included in the notice.

Section 10. Vote of Directors. Directors may not vote by proxy or secret ballot at Board meetings except that secret ballots may be used in the election of officers.

Section 11. Minutes. Minutes of all meetings of the Board of Directors and of the Lot owners shall be kept in a businesslike manner and available for inspection by unit owners and Board members at all reasonable times.

Section 12. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any Director may participate in any meeting of the Board of Directors by means of conference telephone or any similar means of communication by which all Directors participating can hear each other at the same time. Such participation by any Director shall constitute that Director's presence in person at any meeting.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

Section 14. Designation of Officer. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 15. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 16. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purposes.

Section 17. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties, which are usually vested in the office of President of the Association.

Section 18. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 19. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 20. Treasurer. The Treasurer shall have responsibility for the Association Funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE V – ASSESSMENT AND COLLECTION OF COMMON EXPENSES

As more fully provided in the Declaration of Covenants, Conditions and Restrictions, each Owner is obligated to pay to the Association annual and special assessments all of which are secured by a continuing lien against the Lot against which it is made, which lien is in favor of the Association and shall come into effect upon recordation of the Declaration of Covenants, Conditions and Restrictions. Said lien shall secure not only unpaid, delinquent assessments, but also reasonable attorney's fees and other costs of collecting assessments and interest at the highest lawful rate. Said lien shall date back to the date of recording of the Declaration of Covenants, Conditions and Restrictions and shall be prior to the creation of any homestead status or subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage lender.

ARTICLE VI – ANNUAL BUDGET

Pursuant to Article IV, Section 2, paragraph b. of these Bylaws, the Board of Directors shall have the power and duty of preparing and adopting an annual operating budget for the Association. Each Lot Owner shall be given written notice of the time and place at which the meeting at which the budget will be considered shall be held, and such meeting shall be open to the Lot Owners.

The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

ARTICLE VII – AMENDMENT OF BYLAWS

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein by the Declarant at any time prior to the Turnover Date or, by a vote of not less than a majority of the Members entitled to vote in person or by proxy at any annual or special meeting of Members at which a quorum is present, provided that a full statement of the proposed amendment is set forth in the notice of such meeting; provided, however, that so long as Declarant owns at least one (1) Lot, Declarant's written consent to any amendment must first be obtained; and that no amendment shall conflict with the terms and provisions of the Articles or Declaration.

The foregoing were adopted as the Bylaws of BELLA TERRA OF PASCO COUNTY HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the Laws of the State of Florida, at the meeting of the Board of Directors on October 29, 2014.

**BELLA TERRA OF PASCO COUNTY
HOMEOWNERS' ASSOCIATION, INC.**



Patricia O. Buck, President