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KAREN NICOLAI, CLERK

DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE ENCLAVE OF WOODLAND WATERS

This DECLARATION OF ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS of THE ENCLAVE OF WOODLAND WATERS, as hereinafter described, is made this 16th day of June, 1999, by TOOKE LAKE JOINT VENTURE, a Florida General Partnership, hereinafter referred to as the "DECLARANT".

WITNESSETH:

WHEREAS, the DECLARANT is the owner of certain property in the County of Hernando, State of Florida, which is more particularly described as follows:

All lots in THE ENCLAVE OF WOODLAND WATERS, being numbered and designated in accordance with the plat of said subdivision, which appears of record in Plat Book 31, Pages 42 through 44, inclusive, of the Public Records of Hernando County, Florida.

WHEREAS, for the purposes stated hereinafter DECLARANT desires to impose upon such property, and any subsequent additions thereto, certain covenants, conditions, and restrictions which will touch and concern such property and are intended by DECLARANT to be covenants running with the land.

NOW, THEREFORE, the DECLARANT hereby declares that all of the properties described hereinabove shall be held, sold, and conveyed, subject to the following restrictions, covenants, and conditions, which DECLARANT imposes upon such properties for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, and on their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

(a) **"ASSOCIATION"** shall mean and refer to HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Florida Corporation Not For Pecuniary Profit, its successors and/or assigns.

(b) **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) **"PROPERTIES"** shall mean and refer to that certain real property hereinabove described, as well as all properties described in the Declarations recorded in ORB 759, Page 1699, and ORB 955, Page 1834, public records of Hernando County, FL, and any additions thereto as are subject to this Declaration or any Supplemental Declaration pursuant to the provisions hereof. DECLARANT may, from time to time, bring other lands under the provisions hereof and under the jurisdiction of the ASSOCIATION by recording Supplemental Declarations.

(d) **"COMMON AREA"** shall mean all real property owned by the ASSOCIATION and such additional properties or facilities as may, from time to time, be designated as Common Areas under this Declaration or any Supplemental Declarations, each such designation to be by recorded instrument, together with the landscaping and any improvements thereon, including, without limitation, all roads, road curbs, structures, recreational facilities, open space, walkways, sprinkler systems, swimming pool, and street lights, but excluding any public utility or CATV installations, lines, equipment or easements thereon. The Common Area in Phase Two owned by the ASSOCIATION at the time of the DECLARANT's conveyance of the first lot is described as follows:

Lot 19, Block 3, WOODLAND WATERS, PHASE TWO, as per plat thereof recorded in Plat Book 28, Pages 6 through 9, inclusive, of the Public Records of Hernando County, Florida.

AND the Common Area in Phase I owned by the ASSOCIATION at the time of the DECLARANT's conveyance of the first lot is described as follows:

Lot 13, Block 1, WOODLAND WATERS, PHASE I, as per plat thereof recorded in Plat Book 24, Pages 8 through 11, inclusive, of the Public Records of Hernando County, Florida.

(e) **"LOT"** shall mean and refer to any residential and individual plat or land within the properties and shown upon any recorded subdivision map or pre-subdivision map of the properties.

(f) **"UNIT"** shall mean and refer to any lot, together with any improvements located thereon, for which a certificate of occupancy or other comparable certification has been issued.

(g) **"DECLARANT"** or **"DEVELOPER"** shall mean and refer to TOOKE LAKE JOINT VENTURE, a Florida General Partnership, its successors and/or assigns, should same acquire more than one (1) lot from the DECLARANT for the purpose of re-development.

(h) **"MEMBER"** shall mean and refer to all those owners who are members of the ASSOCIATION, as provided in ARTICLE III, Section 1, hereof.

(i) **"DRAINAGE/UTILITY EASEMENT"** shall mean those easements created by the plat and so identified on said plat for the sole purpose of facilitating the drainage of the subdivision and for the location of utilities, together with any improvements thereon, and shall further mean any subsequently created easements for the same purposes as set forth in this paragraph.

(j) **"SUBDIVISION"** shall mean and refer to the land known as The Enclave of Woodland Waters as shown on the plat recorded in Plat Book 31, Pages 42 through 44, inclusive, of the public records of Hernando County, Florida;

(k) **"HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC."** shall mean and refer to HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., a Florida Corporation Not For Pecuniary Profit, its successors and/or assigns.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

Section 1. **Ownership.** The Common Area is hereby dedicated to the joint and several use, in common, of the owners of all lots that may, from time to time, constitute a portion of the properties. Before the sale of any lot or unit to owner, the DECLARANT shall convey and transfer all of its interest in the Common Area to the ASSOCIATION, and the ASSOCIATION shall accept such conveyance. Thereafter, the ASSOCIATION shall be responsible for the maintenance of the Common Area in a perpetual, continuous, and satisfactory manner without costs to the general taxpayers of the County of Hernando. It is intended that the Common Area will be owned exclusively by the ASSOCIATION and that all real estate taxes assessed against the Common Area shall be the responsibility of the ASSOCIATION and shall not be assessed against, and payable as part of the taxes of the lots or the units within the properties. The DECLARANT shall

have the right, from time to time, to enter upon the Common Area during periods of construction upon adjacent properties for the purpose of developing such adjacent properties and for the purpose of completion of the improvements or of the facilities, if any, on the Common Area which DECLARANT may construct or provide, as appropriate. The OWNER of a lot or UNIT shall have no personal liability for any damages for which the ASSOCIATION is legally liable or arising out of, or connected with, the existence or use of the Common Area or any other property required to be maintained by the ASSOCIATION.

Section 2. Members Easements. Each member and each tenant, agent, guest, or invitee of such member shall have a permanent perpetual easement for the use and enjoyment of the Common Area. Such easement shall be appurtenant to and shall pass with the title to every lot or unit. Such easements shall be reciprocal and in common with all other owners, their tenants, agents, guests, and invitees, subject to the following provisions:

(a) The right and duty of the ASSOCIATION to make and levy assessments against each unit for the purpose of maintaining the Common Area.

(b) The right of the ASSOCIATION to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as set forth in this ARTICLE and as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded. In the event any Common Area, as defined herein, is dedicated to the County of Hernando for public purposes, said Common Area shall cease to be subject to these covenants and conditions as of the date of said dedications, except as provided in this sub-paragraph (b); PROVIDED, however, that if a reversionary interest is retained in any Common Areas so dedicated, then in the event said Common Area reverts to the dedicator, these covenants and conditions shall apply in full force and effect to said Common Area as if dedication had never occurred.

If any Common Area which has been so dedicated to the County of Hernando requires supervisory maintenance to be performed by the dedicator, the provisions of this Declaration, and any supplements thereto, including those relating to assessments, shall apply to the extent necessary to provide said supervisory maintenance according to the covenants and conditions of this Declaration and any supplements thereto.

Section 3. Easements, Appurtenant, and Delegation. The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each lot. Any member may delegate, in accordance with the By-Laws, his right of use and enjoyment of the Common Area and any facilities constructed thereon, to the members of his family who reside with him, his tenants, his guests, and his invitees.

Section 4. Maintenance. The ASSOCIATION shall at all times maintain the Common Area in good repair and shall replace, or add to, as often as necessary, any and all improvements situated thereon, if any, including but not limited to, buildings, landscaping, roads, paving, drainage structures, pumps and irrigation, street lighting fixtures, signs and appurtenances, sidewalks, and any other structures (except utilities), all such work to be done as ordered by the Board of Directors of the ASSOCIATION acting on a majority vote of the Board members. All work pursuant to this section and all expenses hereunder shall be paid for by the ASSOCIATION through assessments imposed in accordance with ARTICLE IV. Such assessments shall be against all units equally. No OWNER of any unit may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Area.

Section 5. Operation of the Common Area. The Association shall at all times operate, supervise, control, and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The ASSOCIATION, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefor as it determines in its sole discretion. The operation, supervision, control and management of the Common Area may be delegated by the ASSOCIATION as set forth in ARTICLE IV, Section 6, of this Declaration.

Section 6. Utility Easements. Public utilities serving the properties, the lots, and the units may be installed underground in the Common Area and within, below, or upon the foundations of the units and other improvements of the properties, for the use, benefit and service of the properties, the lots, the units, and all improvements upon the properties. A

permanent, perpetual, mutual, and non-exclusive easement shall exist over, across, and into the properties, the lots, units, and all improvements upon the properties for installation, maintenance and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, power, telephone, CATV, and other means of communication to the properties, the lots, units, and the improvements upon the properties. Any and all use of said utility easements shall be in accordance with the applicable provisions of his Declaration.

Section 7. **Public Easements.** Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent, perpetual, and non-exclusive easement for ingress and egress over and across the Common Area.

Section 8. **Drainage/Utility Easements.** Each lot (unit) owner shall be responsible for the mowing of all drainage/utility easements situated on their respective lots. Nothing contained herein shall be construed as to prohibit any duly authorized utility company from gaining access for the legitimate purposes of said utility company.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every person or entity who is a record owner of a fee or undivided interest in any lot or in any unit shall be a member of the ASSOCIATION. Notwithstanding anything else to the contrary set forth in this Section 1, any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member of the ASSOCIATION. Membership in the ASSOCIATION shall be automatic and appurtenant to, and may not be separated from, the ownership of any lot or unit.

Section 2. **Voting Rights.** The ASSOCIATION shall have two (2) classes of voting memberships:

Class A: Class A members shall be those owners, as defined in Section 1, of lots, with the exception of the DECLARANT. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership in Section 1. When more than one (1) person holds such interest or interests in any lot, all such persons shall be Class A members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B: The Class B member shall be the DECLARANT. The Class B member shall be entitled to three (3) votes for every lot and unit owned. Unless converted earlier and voluntarily by the DECLARANT, the Class B membership shall cease and be converted to a Class A membership upon the earliest of the following events:

- (a) When the total aggregate votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or
- (b) On January 1, 2005.

Section 3. The rights, privileges, and responsibilities of each class of members shall be identical except as set forth herein. Additionally, the rights, privileges, and responsibilities of each class of members of each phase of WOODLAND WATERS shall be equal and identical to those held by the respective class of members of every other phase of WOODLAND WATERS.

ARTICLE IV

COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS

Section 1. **Authority to Assess.** The DECLARANT, for each unit owned by it within the properties, hereby covenants, and each owner of any unit, by acceptance of a deed therefor, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the ASSOCIATION as hereinafter provided:

(a) Annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Areas, as provided in Sections 4 and 5 of Article II and which shall include such reasonable reserves as the ASSOCIATION may deem necessary. These annual assessments may be collected in monthly, quarterly, or yearly payments; and

(b) Special assessments for capital improvements. Such assessments shall be for the purposes stated hereinafter, and shall be fixed, established, and collected from time to time, as hereinafter provided; and

(c) Other assessments, as hereinafter provided for.

The annual, special, and other assessments, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them. All assessments, whether annual, special, or other, imposed by the ASSOCIATION shall be against all units subject to its jurisdiction, fixed at a uniform rate per unit, and may be collected on a monthly, quarterly, or yearly basis.

Section 2. Purpose of Assessments. The assessments levied by the ASSOCIATION shall be used exclusively for the general purpose of promoting the recreation, health, safety, and welfare of the members of the ASSOCIATION, their families residing with them, their tenants and guests, and, in particular, for the preservation, operation, and maintenance of the properties and the services and facilities, if any, devoted to the purpose and related to the use and enjoyment of the Common Area, not limited to the capital improvements, repairs, replacements, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, or for any other purpose consistent with the authority of the ASSOCIATION as set forth herein.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments by Section 2 hereof, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the ASSOCIATION, benefits all lots and units in all phases of WOODLAND WATERS, including the necessary fixtures and personal property related thereto; PROVIDED, that any such assessment shall have the assent of three-fourths (3/4ths) of the votes of each class of the members who are voting, in person or by proxy, at a meeting duly called for this purpose in accordance with the provisions of the By-Laws of the ASSOCIATION, and shall be equally assessed against all owners in all Phases of WOODLAND WATERS.

Section 4. Assessment for Failure to Construct. An assessment shall be levied by the ASSOCIATION against a lot owner who fails to commence construction of a residential dwelling on the lot within five (5) years from the date of purchase of the lot from the Developer. In the event that construction does not commence on the lot within five (5) years from the date of purchase, the ASSOCIATION, shall be empowered to assess the owner(s) of said lot a penalty of not less than ONE THOUSAND 00/100 DOLLARS (\$1,000.00) for each twelve (12) month period or fraction thereof that construction has not commenced on said lot. The foregoing assessment, if imposed, shall be a lien on the property and shall carry the same lien encumbrance as any other lien under Florida Statutes.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the ASSOCIATION to be the date of commencement; PROVIDED, however, that such commencement date shall be subsequent to the conveyance of the Common Area to the ASSOCIATION.

The annual assessment shall be payable in monthly installments due on the first day of each calendar month, or in annual or quarter-annual installments, if so determined by the Board of Directors.

The amount of the annual assessments that may be levied for the balance remaining in the first year of assessment shall be an amount bearing the same relationship to the annual assessment provided for herein as the remaining number of months in such calendar year bears to the total number of months in said calendar year.

The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each lot subject to the ASSOCIATION's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall at that time prepare a roster of the properties and assessments applicable thereto that shall be kept on file in the office of the ASSOCIATION and shall be open to inspection by any owner.

Written notice of the assessment shall thereafter be sent to every lot owner subject thereto.

The ASSOCIATION shall, upon demand at any time, furnish to any lot owner liable for said assessments, a certificate in writing signed by an officer of the ASSOCIATION setting forth whether said assessments have been paid as to any particular lot. This certificate shall be conclusive evidence of payment of any assessment due to the ASSOCIATION which is stated therein to have been paid.

From time to time, the ASSOCIATION, through the actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms, or corporations for the purpose of providing professional management, operation of, and maintenance of services for the Common Area.

Section 7. Amount of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$146 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year, but not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership of the ASSOCIATION.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased annually above ten percent (10%) by a vote of two-thirds (2/3rds) of all voting members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The assessment for each unit or phase shall be equal to the assessment for each other unit or phase. The Board of Directors of the ASSOCIATION shall, after consideration of current maintenance costs and future needs of the ASSOCIATION, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

Section 8. Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 5 hereof, except for assessments for failure to construct under Section 4, which are due upon the anniversary of the date of sale from the Developer), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as herein provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors, and assigns. The personal obligation of the owner of the property when the assessment was made, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the rate of eighteen percent 18% per annum; PROVIDED, however, in no event shall this interest rate exceed the maximum rate

allowable by law, and the ASSOCIATION may suspend the voting rights of the owner, may bring an action at law against the owner personally obligated to pay same and may record a Claim of Lien against the property, and may foreclose the lien against the 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 recoverable by the ASSOCIATION, the costs of collection of same, including, but not limited to, reasonable attorneys' fees and costs of preparing and filing the Claim of Lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the Court, together with the costs of the action.

It shall be the legal duty and responsibility of the ASSOCIATION to enforce the timely payment of the assessment.

In addition to the rights of collection of assessments stated in this Section 8, any and all persons acquiring title to, or an interest in, any unit as to which the assessment is delinquent, including without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the occupancy of such unit or the enjoyment of the Common Area until such time as all unpaid and delinquent assessments due and owing from the selling owner have been fully paid; PROVIDED, however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 9 of this ARTICLE.

Section 9. Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall be subordinated to any tax lien and to the lien of any first mortgage encumbering any unit. The sale or transfer of any unit pursuant to mortgage foreclosure, or any proceeding in lieu thereof, 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 unit from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment, except an assessment for failure to construct as described in Article VI, Section 4 hereof, that cannot be collected as a lien against a unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against all units subject to the jurisdiction of the ASSOCIATION, including the unit as to which the foreclosure, or conveyance in lieu of foreclosure, took place. Any unpaid assessment levied against the property for failure to construct as described in Article IV, Section 4 hereof, that cannot be collected as a lien against a unit by reason of this Section, shall be deemed null and void.

Section 10. Effect on DECLARANT. Notwithstanding any provision to the contrary contained herein, DECLARANT shall not be liable for assessments against units owned by the DECLARANT.

Section 11. Trust Funds. The portion of all regular assessments collected by the ASSOCIATION for reserves for future expenses and the entire amount of all special assessments shall be held by the ASSOCIATION in trust for the owners of all units, as their interests may appear, until disbursed as contemplated herein.

Section 12. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 1, 3 or 7 hereof shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies therefor, entitled to cast a majority of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seventy-five (75) days following the preceding meeting.

Section 13. Reserves; Working Capital Fund. The ASSOCIATION may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area and any other areas within the properties for which the ASSOCIATION may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

ARTICLE V

RULES AND REGULATIONS

Section 1. **Compliance by Owners.** Every owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the ASSOCIATION.

Section 2. **Enforcement.** Failure of an owner to comply with such restrictions, covenants, and rules and regulations shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, or any combination thereof, and such legal action shall also include costs and attorneys' fees incurred in bringing such action, and if necessary, costs and attorneys' fees for appellate review. Additionally, the ASSOCIATION shall have the right to suspend voting rights and use of the Common Area.

Section 3. **Incorporation of Rules and Regulations.** The Rules and Regulations stated under Article V of the Declaration of Covenants, Conditions and Restrictions of The Enclave of Woodland Waters, recorded in ORB 1276, Page 1461, of the public records of Hernando County, Florida, are incorporated herein by reference as if fully set forth.

ARTICLE VI

GENERAL PROVISIONS

Section 1. **Duration.** The covenants and restrictions of this Declaration and any Supplemental Declaration, shall run with and bind the properties, and shall inure to the benefit of, and be enforceable by, the DECLARANT, the ASSOCIATION, or the owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years. This and any Supplemental Declarations may be amended as provided in Section 5 of this ARTICLE VI.

Section 2. **Notice.** Any notice required to be sent to any member or owner under the provisions of this Declaration or any Supplemental Declarations, shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of such mailing.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions 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 the violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the DECLARANT, the ASSOCIATION or any owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the DECLARANT, the ASSOCIATION, or any owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants or restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary.

Section 3. **Enforcement.** Every owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board of Directors of the ASSOCIATION and the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC. If any person, firm, or corporation, or their heirs, successors, or assigns shall violate or attempt to violate any of these restrictions before their expiration, then these covenants and restrictions may be enforced by the DECLARANT, the ASSOCIATION, the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., or any owner of property which is subject to these covenants and conditions. Enforcement of these covenants and restrictions 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 the violation or to recover damages, and against the land to enforce any lien created by these covenants. In the event legal action is taken to enforce the covenants or restrictions provided herein, the prevailing party shall

be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary. Failure of the DECLARANT, the ASSOCIATION, the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., or any owner to enforce any covenant or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter. Additionally, the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC. and the ASSOCIATION shall have the right to suspend voting rights and use of the Common Area.

Before the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., can move to enforce these covenants and restrictions, it shall give notice of the violation to the ASSOCIATION, which shall have the primary obligation of enforcement. If the ASSOCIATION, has not commenced its obligation of enforcement within 60 days of the notice, then the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., may move to enforce the right, and if successful, can seek reimbursement of all unrecovered costs and fees from the ASSOCIATION, which it shall be liable for.

Section 4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. **Amendment.** In addition to any other manner herein provided for the amendment of this Declaration, or any Supplemental Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration or any Supplemental Declaration may be amended, changed, added to, derogated from or deleted at any time during the first thirty (30) year period by Supplemental Declaration or by an instrument signed by not less than seventy-five percent (75%) of the owners; PROVIDED, however, that no amendment which adversely affects the rights of the DECLARANT, as provided herein, or the FNMA, the VA, or the FHA, shall be valid without the written consent of the DECLARANT to such amendment. Any amendment must be recorded in the Public Records of Hernando County, Florida.

Section 6. **Additional Common Area.** Additional Common Area may be annexed to the properties with the consent of two-thirds (2/3rds) of the members by Supplemental Declaration. The ASSOCIATION, by two-thirds (2/3rds) vote, shall have the authority, solely or in concert with non-members, to accept maintenance, repair, and reconstruction responsibilities for improvements in WOODLAND WATERS, but which are not necessarily Common Areas as defined herein.

Section 7. **Notice to Lenders.** Upon written request to the ASSOCIATION identifying the number and address of the mortgage holder, insurer, or guarantor, and the unit number and address, any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such mortgage holder, insurer, or guarantor, which remains delinquent for a period of sixty (60) days.

Section 8. **Association Information.** Upon request during normal business hours or under other reasonable circumstances, the ASSOCIATION shall make available to owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation, and By-Law of the ASSOCIATION, any rules and regulations concerning the properties and the books, records, and financial statements, for the immediate preceding fiscal year of the ASSOCIATION.

Section 9. **Effective Date.** This Declaration shall become effective upon its recordation in the Hernando County Public Records.

Section 10. **Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions, and Restrictions and the Articles of Incorporation and/or By-Laws of the ASSOCIATION, the Articles of Incorporation shall govern.

Section 11. **Additional Land.** The DECLARANT reserves the right to plat additional land adjacent to the property which is the subject of this Declaration, and such additional land shall be included and be subject to the terms, covenants, and conditions of this Declaration. The unit owners shall be members of the Homeowners Association of WOODLAND WATERS and shall enjoy all the rights and privileges thereto.

IN WITNESS WHEREOF, the undersigned DECLARANT has caused these presents to be executed, and the ASSOCIATION and the HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC. have joined and consented to this declaration, by due corporate authority, this 16th day of June, 1999.

WITNESSES:

Alinda K Lee
ALINDA K LEE
Paul H. Nessler, Jr.
PAUL H. NESSLER, JR.

TOOKE LAKE JOINT VENTURE, a Florida General Partnership

BY: SWARTSEL PROPERTIES, INC. a Florida Corporation, as General Partner

By E. F. Swartsel
E. F. Swartsel, as President

WITNESSES:

Alinda K. Lee
ALINDA K LEE
Paul H. Nessler, Jr.
PAUL H. NESSLER, JR.

HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Florida Corp.

By E. F. Swartsel
E. F. Swartsel, as President

WITNESSES:

Alinda K. Lee
ALINDA K LEE
Paul H. Nessler, Jr.
PAUL H. NESSLER, JR.

HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., a Florida Corp.

By E. F. Swartsel
E. F. Swartsel, as President

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that before me, an officer duly qualified to take acknowledgements, personally appeared E. F. Swartsel, as President of HOMEOWNERS ASSOCIATION OF WOODLAND WATERS, INC., a Florida Corp., as President of HOMEOWNERS ASSOCIATION OF THE ENCLAVE OF WOODLAND WATERS, INC., a Florida Corp., and as President of SWARTSEL PROPERTIES, INC., a Florida Corporation, as General partner of TOOKE LAKE JOINT VENTURE, a Florida General Partnership, to me known to be the individual who executed the foregoing instrument, or who presented _____ as identification, and he acknowledged before me that he executed same for the purposes expressed therein, and that said execution was the act and deed of the corporation.

WITNESS my hand and official seal in the State and County aforesaid, this 16th day of June, 1999.

Paul H. Nessler, Jr.
Notary Public
PAUL H. NESSLER, JR.

