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DECLARATION OF EASEMENTS,
 COVENANTS, CONDITIONS, AND RESTRICTIONS
 REGARDING OAKS ROYAL PHASE III

THIS DECLARATION, made this 10th. day of January, 1984,
 by CONSTRUCTION SERVICES OF WEST FLORIDA, INC., a Florida corporation,
 hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is the sole owner of that certain parcel of
 real property situate in Pasco County, Florida, described in Exhibit "A"
 attached hereto and herein incorporated by reference; and said parcel
 represents the first of several phases of a development known as "OAKS
 ROYAL PHASE III MOBILE HOME COMMUNITY"; and

WHEREAS, Developer desires to impose a common plan of development
 on said real property for the purpose of protecting the value and
 desirability thereof, and for the purpose of enhancing the marketability
 thereof;

NOW, THEREFORE, Developer hereby declares that all of the real
 property described in Exhibit "A" attached hereto and herein incorporated
 by reference shall be held, sold, and conveyed subject to the following
 easements, conditions, covenants, and restrictions, which are for the
 purpose of protecting the value and desirability of, and which shall run
 with, said real property and be binding upon all parties having any right,
 title, or interest therein, or any part thereof, their respective heirs,
 successors, and assigns; and which shall inure to the benefit of the
 Association and each Owner thereof, as said terms and hereinafter more
 particularly defined.

Oak 580
 Zephyrhills Fl 34283

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1. "Association" means OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC., a corporation not for profit to be organized pursuant to Chapter 617, Florida Statutes (1973), its successors and assigns.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and herein incorporated by reference, together with such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto and herein incorporated by reference, together with such additions thereto as may hereafter annexed by amendment to this Declaration and conveyed to the Association.

Section 5. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of the Common Area.

Section 6. "Developer" means CONSTRUCTION SERVICES OF WEST FLORIDA, INC., a Florida corporation, and such of its successors, assigns,

and grantees as shall acquire more than one undeveloped Lot from CONSTRUCTION SERVICES OF WEST FLORIDA, INC. for the purpose of development.

Section 7. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot, or any portion thereof, as security for the performance of an obligation.

Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

Section 9. "The Work" means the development of the Properties as a Mobile Home Community by the construction and installation thereon of streets, buildings, and all other improvements by Developer.

Section 10. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a rights and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of each Class of members at a meeting called for such purpose.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

Section 3. Other Owners' Easements. Each Owner shall have an easement for pedestrian ingress and egress over, upon, and across the Common Area for access to his Lot and shall have the right to lateral and subjacent support of his Lot. All such rights and easements granted by this Declaration shall be appurtenant to, and pass with, the title to each Lot.

Section 4. Use of Units. Each Lot shall be used for single-family mobile home residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family mobile home residential purposes shall not be construed as a violation of this covenant.

Section 5. Permitted Structures. Prior to installation, all mobile or modular homes and setups must be approved by the Developer's Architectural Control Commission, its successors or assigns. All mobile or modular homes, either single or double wide, must be setup so as to include a concrete driveway, concrete sidewalk, utility shed and fully sodded Lot. Single wide mobile or modular homes, must be setup with block and/or aluminium skirting. Said mobile or modular home shall have a minimum width of fourteen (14) feet and a minimum length of forty-five (45) feet. Double wide mobile or modular homes shall be setup with either aluminium or block skirting and shall have a minimum length of no less than thirty (30) feet. Used or previously owned mobile or modular homes, single or double wide shall not be placed in OAKS ROYAL PHASE III, without the prior written consent of the Developer.

Section 6. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of

the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association, except as hereinafter provided.

Section 7. Prohibition of Damage and Certain Activities.

Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance regulation, permit or other validly imposed requirement of any Governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any Tenant, household member, or invitee of any Owner; and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants, household members, or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 8. Signs Prohibited. No sign of any kind shall be displayed to the public view on the Common Area without the prior written consent of the Association.

Section 9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose.

Section 10. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area except in sanitary containers located on each Lot and concealed from view, and in accordance with rules and regulations adopted by the Association.

Section 11. Fences. All fences, other than those installed by the Developer, are prohibited.

Section 12. Easements and Drainage. Owners shall not place any structure, plants or other material which might change the direction of flow, or obstruct or retard the flow of surface water on or across their property. Owners shall not place any structure, plants or other material on any part of their premises which have been dedicated for public or private utility easements and shall commit no act which obstructs or prevents said easements from being used for their intended purposes. The Homeowners Association is responsible for the maintenance and repair of all drainage swales, ponds, structures or appurtenances; whether located on Owners' Lots or in the Common Area. Individual Lot Owners shall allow the Homeowners Association reasonable access through and on their property for such maintenance as is required.

Section 13. Storage. No storage of any kind will be permitted around the living units, except within a utility building or shed, the

size and location of same to be subject to review of the Developer's Architectural Control Commission.

Section 14. Parking and Vehicles.

(a) Resident Parking. Resident parking is limited to a maximum of two (2) automobiles, which must be kept in the homeowner's driveway or carport.

(b) Guest Parking. Guests may park on the street in front of the home in which they are visiting. Guest vehicles shall not be parked on the grass, within any Common Area, and shall not remain on the street overnight.

(c) Automobile Repairs. Major repairing of vehicles is prohibited within the subdivision.

(d) Recreational Vehicles. All Recreational Vehicles shall be parked in the homeowner's driveway.

(e) Speed Limit. Speed limit within the subdivision is fifteen (15) miles per hour, or as otherwise adopted by the Association.

(f) Prohibited Vehicles. No tractors or trucks shall be parked overnight on any of the streets, roads or lots within the subdivision.

Section 15. Guests and Children.

(a) Age. No person under the age of eighteen (18) shall permanently reside in the park. Visiting guests under the age of eighteen (18) may stay overnight for a period not to exceed two (2) consecutive weeks nor six (6) weeks within any twelve (12) month period.

(b) Supervision. All children visiting homeowners must be under the direct supervision of a resident at all times while in the park.

(c) Responsibility. Residents are responsible for the actions of their guests.

Section 16. Clothes Lines. Clothes lines other than the "umbrella type" shall not be installed, constructed, or maintained. No permitted clothes line shall exceed the diameter of ten (10) feet. All such lines must be located in the rear yard of the Lot behind the mobile home.

Section 17. Mobile Home Maintenance.

(a) Damage to Improvements. Owners shall be responsible for the maintenance and appearance of their home, Lot and improvements in an appropriate and presentable manner. Any damage to a homeowner's home, Lot or improvement, including but not limited to ordinary wear and tear, shall be repaired to its original condition within forty-five (45) days from the date of the occurrence.

(b) Landscaping. Owners shall care for the yard, shrubbery, and vegetation upon their Lot and keep same in presentable appearance. Owners shall be responsible for such care regardless of their absence from the Lot and whether the Lot is developed or undeveloped.

(c) Lien Upon Property. Should a Lot Owner fail to repair damaged property within forty-five (45) days of its occurrence or should the Lot Owner fail to keep his grounds in a presentable fashion, then the Developer may, at its discretion, repair the damage or return the grounds to a presentable appearance and charge the homeowner accordingly. Any monies so expended by the Developer, its heirs, successors or assigns, shall constitute a Lien upon the premises of the Lot Owner and if not paid within ninety (90) days, may be foreclosed in any Court of competent jurisdiction, in the same manner as a Lien for assessments.

Section 18. Provisions Inoperative as to Initial Construction.

Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its transferees, or on all or any part of the Common Area whatever they determine to be reasonably necessary or advisable in connection with the completion of the Work, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business of completing the Work and establishing the Properties as a mobile home residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the Work and establishing the Properties as a mobile home residential community and disposing of the Properties in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels.

Section 19. Developer's Exclusive Right to Sell Speculative Housing. The Developer shall, during the term of these restrictions, have the exclusive right to advertise and sell speculative mobile or modular homes within OAKS ROYAL PHASE III. Speculative housing by any other corporation, business entity or individual within the park is prohibited. Should the above provision be breached, the Developer shall have the right

to ask any Court of competent jurisdiction to enjoin the practice thereof. The right to an injunction by the Developer shall not be construed as a limitation of remedies available to the Developer but be in addition to any and all legal or equitable remedies available to the Developer.

Section 20. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association.

Section 21. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration. In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or part upon the Common Area, all riparian rights therein shall be appurtenant to the Common Area and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. In the event any Lot is shown or described as abutting a street, utility easement, or other area dedicated to public use, the underlying fee simple title to such area, if any, shall not pass as an appurtenance to such Lot, but shall be construed as part of the Common Area and pass as an appurtenance to the Common Area. No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title and interest in and to the Common Area except as expressly provided in this Declaration. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of each Lot any rights, therein, except

as herein expressly provided, but that such monument shall be a part of
 the Common Area and all rights therein shall inure to the benefit of the
 Association and all Owners.

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A R T I C L E III

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MEMBERSHIP AND VOTING RIGHTS

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Section 1. Membership. Every Owner of a Lot subject to
 assessment shall be a member of the Association. If title to a Lot is
 held by more than one person, each of such persons shall be members. An
 Owner of more than one Lot shall be entitled to one membership for each
 Lot owned by him. Each such membership shall be appurtenant to the Lot
 upon which it is based and shall be transferred automatically by conveyance
 of that Lot. No person or entity other than an Owner or Developer may be
 a member of the Association, and a membership in the Association may not
 be transferred except in connection with the transfer of title to a Lot;
 provided, however, the foregoing shall not be construed to prohibit the
 assignment of membership and voting rights by an Owner who is a contract
 seller to his vendee in possession.

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Section 2. Voting. The Association shall have two (2) Classes
 of voting membership:

(a) Class A. Class A members shall be all Owners with the
 exception of the Developer 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 among themselves determine, but in no event shall more than one vote
 be cast with respect to any Lot. There shall be no split vote. Prior to

the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority to all votes until rescinded.

(b) Class B. The Class B member(s) shall be the Developer and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership equal the total outstanding in the Class B membership; or

(ii) on January 1, 1990.

Provided, however, that in the event that additional Lots shall be added by annexation pursuant to Article VI of the Declaration after Class B membership should cease under Section 2(b)(i), said Class B membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of either of said events.

Section 3. Voting Rights Commulative. The voting rights as set forth in Section 2(b) above regarding Class B members shall be cumulative with respect to all Lots contained in Exhibit "A" and such other phases of development as may take place, and all Lots which may be contained in any additions of real property as may be hereafter added to or annexed by amendment to this Declaration shall be included in determining the total number of votes the Class B member(s) shall be entitled to.

Section 4. Amplification. The provisions of this Declaration are to be amplified by the Articles of Incorporation and the Bylaws of the

Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

A R T I C L E I V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including but not limited to furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order, and repair. The Association shall have no duty of maintenance as to any landscaped grounds or lawn area within any Lot.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal, accounting, and such other services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's Bylaws.

Section 4. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. Implied Rights. The Association may exercise all other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted herein.

Section 6. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without Developer's consent during a period of five (5) years from the date of this Declaration. At all times thereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of the votes of each Class of voting members who are voting members who are voting in person at a meeting duly called for this purpose.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of

Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, as hereinafter defined; and (2) special assessments for capital improvements, such assessments to be established and collected as herein provided; and (3) all taxes, if any, which may be imposed on all or any portion of the foregoing by Law. All such assessments, together with interest and all costs and expense of collection, including reasonable attorney's fees, shall be a charge on the land and shall be a continuing Lien upon the property against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by

the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and such other areas over which the Association has responsibilities under the terms hereof and such emergency repairs as the Association may deem necessary. To

effectuate the foregoing purposes, an annual general assessment shall be levied by the Association to provide and be used for the improvement and maintenance of the property, services, and facilities related to the use and enjoyment of the Common Area, including, but not limited to, the payment of real estate and other taxes and insurance for the Common Area and repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof, and all other general operations of the Association.

Section 3. Initial Annual Assessment. The initial annual assessment shall be \$120.00 per Lot. The maximum annual assessment may be increased at any time by appropriate action by the Board of Directors of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors of the Association.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots within that portion of the Properties described in Exhibit "A" attached hereto and

herein incorporated by reference, together with such additions thereto
which may hereafter be annexed by amendment to this Declaration.

Section 6. Date of Commencement of Annual Assessments. The
annual assessments provided for herein shall commence as to all Lots
within that portion of the Properties described in Exhibit "A" attached
hereto on the first day of the month following the recording of the
conveyance of the Common Area described in Exhibit "B" attached hereto
to the Association by Developer. The annual assessments within any
addition to the Properties created by annexation shall commence as to all
Lots included within each such annexation on the first day of the month
following the conveyance of the Common Area included within that annexation
to the Association, or the conveyance of the first Lot within said area to
an Owner. Both annual and special assessments may be collected on a monthly
basis, in the discretion of the Board of Directors of the Association,
which shall fix the amount of the annual assessment against each Lot at
least thirty (30) days in advance of each annual assessment period.
Written notice of the annual assessment shall be sent to every owner
subject thereto; and the due date shall be established by the Board of
Directors. The Association shall, upon demand, and for a reasonable
charge, furnish to any interested party a certificate signed by an officer
of the Association setting forth whether the assessments on a specific
Lot have been paid.

Section 7. Lien for Assessments. All sums assessed to any Lot
pursuant to this Article, together with interest and all costs and expenses
of collection, including reasonable attorney's fees, shall be secured by
a Lien on such Lot in favor of the Association evidenced by a Claim of

Lien recorded in the Public Records of Pasco County, Florida. Such Liens shall be subject and inferior to the Lien for all sums secured by a First Mortgage encumbering such Lot. Except for Liens for all sums secured by a First Mortgage, all other Lienors acquiring Liens on any Lot after the recordation of this Declaration in the Public Records of Pasco County, Florida, shall be deemed to consent that such Liens shall be inferior to Liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such Liens. The recordation of this Declaration in the Public Records of Pasco County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Lien hereby created in favor of the Association and the priority thereof.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum or the highest rate of interest allowed by Law. The Association may bring an action at Law against the Owner personally obligated to pay the same, or foreclose the Lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. A suit to recover a money judgment for unpaid assessments hereunder shall be maintainable without foreclosing or waiving the Lien securing the same.

Section 9. Foreclosure. The Lien for sums assessed pursuant to this Declaration may be enforced by Judicial foreclosure by the Association in the same manner in which Mortgages on real property may

be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the Lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the Lien foreclosed and accounted for as of the date of Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof for the purposes of resale only. In the event the foreclosure sale results in a deficiency, the Court ordering the same may, in its discretion, enter a personal judgment against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida.

Section 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for improving and maintenance of any homestead maintained by such Owner on such Owner's Lot.

Section 11. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the Lien of any First Mortgage. Sale or transfer of any Lot shall not effect the Assessment Lien. However, the sale or transfer of any Lot pursuant to foreclosure of any such First Mortgage, 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 Lot from liability for assessments thereafter becoming due or from the Lien thereof. The Association shall, upon written request, report to any encumbrancer of a Lot any unpaid assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due and shall give such encumbrancer a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such encumbrancer first shall have furnished to the Association written notice of the existence of the encumbrance, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section shall be given to the encumbrancer. Any encumbrancer holding a Lien on a Lot may pay, but shall not be required to pay, any amounts secured by the Lien created by this Section; and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such Lien, including priority.

A R T I C L E VI

STAGE DEVELOPMENTS AND ANNEXATION

Annexation without Association Approval. Additional lands may be annexed, in whole or in part, by Developer, and made subject to the governing provisions of this Declaration without the consent of the Association within three (3) years from the date of this instrument.

A R T I C L E VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all

restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorney's fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. 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 Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records of Pasco County, Florida, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions

of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded in the Public Records of Pasco County, Florida.

Section 4. Effect of Recording. Any Lot situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment", as such term is used in this Declaration, or in the Association's Articles of Incorporation or Bylaws, upon recording of this Declaration in the Public Records of Pasco County, Florida; and any Lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration in said Public Records annexing the same.

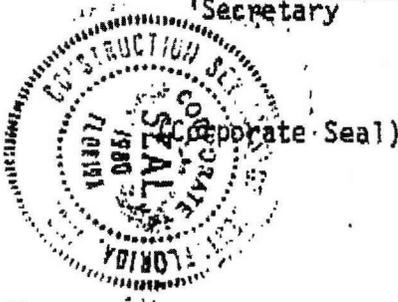
IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 10th day of January, 1984.

ATTEST:

CONSTRUCTION SERVICES OF WEST FLORIDA, INC.

By: Bleuna Hicks
Secretary

By: Irving Green
IRVING GREEN, President



STATE OF FLORIDA }
COUNTY OF PASCO }

BEFORE ME, the foregoing instrument was acknowledged this
10th. day of January, 1984, by IRVING GREEN and ELEANOR HICKS,
respectively the President and Secretary of CONSTRUCTION SERVICES OF
WEST FLORIDA, INC., a Florida corporation, on behalf of the corporation.

Richard Zehlsky
NOTARY PUBLIC,
State of Florida at Large
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN
1984