

**PINE GLEN VILLAGE
OF
TIMBER PINES, INC.**

**DECLARATIONS OF COVENANTS,
CONDITIONS & RESTRICTIONS
(AMENDED AND RESTATED 7/12/13)**

**BYLAWS
(AMENDED & RESTATED 12/9/04)**

23
/

Don Barbee Jr, HERNANDO County Clerk of Court
CAR Deputy Clk

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

_____ [space above line for recording information] _____

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE GLEN VILLAGE OF TIMBER PINES

CERTIFICATE OF AMENDMENT

WHEREAS, Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Pine Glen Village of Timber Pines, was first recorded on August 17, 1984, in Official Records Book 564, Pages 823 through 847, inclusive, of the Public Records of Hernando County, Florida (the "Declaration"); and

WHEREAS, pursuant to the Certificate of Amendment recorded on June 19, 2012 in Official Records Book 2913, Page 923 of the Public Records of Hernando County, Florida, Article VII, Section 3 of the Declaration provides that the Declaration may be amended at any time and from time to time upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership at which a quorum is represented; and

WHEREAS, we, BARRY E. KANE, as President, and LINDA SCHWEITZER, as Secretary, of Pine Glen Village Homeowners Association, Inc., do hereby certify that in accordance with Article VII, Section 3 of the Declaration that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pine Glen Village of Timber Pines, attached hereto and incorporated herein as **Exhibit A** was approved upon the affirmative vote of eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at the annual meeting of the membership held on January 24, 2013 at which a quorum is represented; and

[Signatures on the Following Page]

Amended and Restated Declaration of Covenants,
Conditions and Restrictions for Pine Glen Village of
Timber Pines, Certificate of Amendment

In Witness whereof, the Pine Glen Village Homeowners Association, Inc., has caused
this instrument to be signed by its duly authorized officers on this 1st day of
JULY, 2013.

Signed, sealed and delivered in
the presence of:

Laurie Rowe
Print name: Laurie Rowe

Sharon Kulesa Fye
Print name: Sharon Kulesa Fye

PINE GLEN VILLAGE
HOMEOWNERS ASSOCIATION, INC.

By: Barry E. Kane
Barry E. Kane, President

Signed, sealed and delivered in
the presence of:

Laurie Rowe
Print name: Laurie Rowe

Sharon Kulesa Fye
Print name: Sharon Kulesa Fye

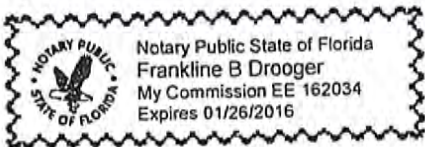
ATTEST:

By: Linda Schweitzer
Linda Schweitzer, Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instruments was acknowledged before me this 1st day of
JULY, 2013, by Barry E. Kane and Linda Schweitzer, as President and Secretary,
respectively, of Pine Glen Village Homeowners Association, Inc., who are personally known to
me or have produced _____ as identification, who did take an oath under the
laws of the State of Florida, who executed the foregoing Amended and Restated Declaration of
Covenants, Conditions and Restrictions for Pine Glen Village of Timber Pines, Certificate of
Amendment, to and severally acknowledge the execution thereof to be their free act and indeed
as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto
the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 1st day of
JULY, 2013.



Frankline B Drooger
NOTARY PUBLIC, State of Florida

My Commission Expires: 1/26/16

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PINE GLEN VILLAGE OF TIMBER PINES

The original Declaration of Covenants, Conditions and Restrictions for Pine Glen Village of Timber Pines, was made on August 17, 1984 and recorded in O. R. Book 564, Page 0823, Official Records of Hernando County, Florida by U. S. HOME CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant was the owner of certain property in Hernando County, Florida, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof.

NOW THEREFORE, Declarant has declared that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are 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, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.



Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any 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.

Section 3. "Properties" shall mean and refer to that certain real property described on attached Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas.

Section 5. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Units, streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium has been filed of record, shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 6. "Declarant" shall mean and refer to U. S. HOME CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. It shall not include any person or party who purchases a Lot or Unit from U. S. HOME CORPORATION, however, unless such purchaser is specifically assigned by a separate recorded instrument some or all of the rights held by U. S. HOME CORPORATION, as Declarant under this Declaration, with regard to the conveyed property.

Section 7. "Common Area" shall mean all portions of the Properties that are not Lots or roadways.

Section 8. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 9. "Articles" shall mean and refer to the Articles of Incorporation of the Association, including any and all amendments or modifications thereof.

Section 10. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications thereof.

Section 11. "Master Association" shall mean and refer to TIMBER PINES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 12. "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". 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

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area, including

any recreational facilities which may be constructed within the Properties and right of way areas, but not including roadways. The Common Area shall include any recreation facilities constructed within the Properties. The Association shall, however, maintain certain decorative entranceways to the Properties and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of ARTICLE XII, which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described.

ARTICLE III

PROPERTY RIGHTS

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

- A. the right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;
- B. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- C. the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied

under this Declaration against his Lot or Unit remains unpaid for ninety (90) days;
and for any infraction of its published Rules and Regulations;

- D. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, as provided by its Articles;
- E. the right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and
- F. the right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot or Unit, provided the Owner waives his use in writing. In the event of a delegation of the right of enjoyment to the Common Area, Owner shall not retain any right of enjoyment to the Common Area for the duration of the assignment.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association.

Section 5. Animals. No animal shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Each 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. The Association shall have one class of voting membership:

Class A members shall be all Owners and shall be entitled to one (1) 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.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special

assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. An Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

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; basic cable television service pursuant to a bulk service contract, if commercially available; and such other purposes and obligations of the Association as set forth in this Declaration.

Section 3. Exterior Maintenance. The Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: care of trees, lawns, shrubs, irrigation system and painting of exterior building surfaces, as necessary and treatment for termite infestation and insurance protection against termite infestation or termite damage. The Association's duty of exterior maintenance, however, shall not include the maintenance or replacement of glass surfaces or roofs, nor shall it impose any obligation of repair or replacement, nor any obligation of maintenance other than painting, as set forth above. An Owner may not paint or otherwise alter the exterior surface or appearance of the residence upon his Lot without the prior written approval of the Board of Directors. If such approval is granted,

any such work shall be undertaken at the Owner's sole expense and risk, subject to such conditions as may be stipulated by the Board of Directors.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 4. Lot Maintenance. The Association shall maintain the lawn areas of each Lot on which a completed dwelling exists, and shall also maintain any shrubs or plantings originally planted or provided by the Declarant on the Lot. Such maintenance shall include mowing, edging, fertilizing, pest control and sod replacement, as appropriate, and any other lawn maintenance service which may be deemed advisable from time to time by the Association. No other or further landscaping, shrubs, plantings or lawn ornaments may be added by the Owner of a Lot without the prior written approval of the Board of Directors. In the event such approval is granted, the Owner of the Lot shall maintain the landscaping, shrubs, plantings and lawn ornaments so permitted, and the Association shall have no responsibility with regard thereto. In the event that any such shrubs, plantings or lawn ornaments maintained by the Owner of a Lot shall die or be destroyed, the Association shall have no obligation to repair or replace the same.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment 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 landscaping, sod, irrigation systems, Common Area improvements or other Association obligations.

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of the membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment. With the exception of Declarant's assessments as described in Section 8 below, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Annual Assessments: Due Dates. The Board of Directors 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. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. 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 maximum rate allowed by law, and a late fee of \$25.00 or five percent (5%) of the amount of each installment that is paid past the due date, whichever is greater. The Association may bring an action at law against the Owner personally obligated to pay the same, without waiving any claim of lien or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title shall be the lesser of: the Lot's unpaid common expenses and regular period or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title or for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee's foreclosure action. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of

Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, the design and location shall be deemed disapproved until approval is given in writing.

ARTICLE 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 the provisions of this Declaration. 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 thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement.

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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time and from time to time upon the affirmative vote of

eligible Owners holding not less than two-thirds (2/3) of the eligible voting interests of the membership, voting in person or by proxy at a meeting of the membership at which a quorum is represented.

ARTICLE VIII

PARTY WALLS

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

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

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

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

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

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for any purpose other than as and for a single-family residence or dwelling.

Section 2. Pets.

- A. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than three (3) cats, one (1) dog and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood.
- B. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or Property without the consent of the Owner of such Lot or Property.
- C. No dangerous or aggressive animals shall be brought onto the Properties or kept on any Lot or on any common area.
- D. All animals shall be on a leash when outside the Owner's Lot.

Section 3. Vehicle Parking.

- A. All vehicles operated within the properties shall be driven as if Chapter 316 of the Florida Statutes fully applies to the roads within Timber Pines. The Timber Pines Board of Directors may promulgate additional rules and regulations governing the operation of vehicles within Timber Pines.
- B. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage.
- C. No commercial vehicle other than those temporarily present on business or to provide service may be parked within the Properties or on any Lot.
- D. Any vehicle parked in violation of this Section 3 may be towed from the properties at the expense of the owner of the vehicle.
- E. Pick up trucks, boats, campers, trailers, mobile homes and the like, and any vehicle not in operable condition and or not displaying a current state license tag, shall only be permitted to be kept within the Properties, if such is kept inside a garage, RV parking area and concealed from public view.
- F. Recreational vehicles are those vehicles designed or modified to provide two or more of the following: cooking, a bed, plumbing, or a generator independent of the vehicle's motor. Recreational vehicles may be parked on the driveway of a Lot for up to 24 hours before and after a trip provided that the trip is of at least 72 hours duration.

Section 4. Fences. No fence other than those initially installed by Declarant and no wall or hedge shall be permitted anywhere within the property except as approved in writing by the Board.

Section 5. Garbage and Trash. All garbage cans and similar receptacles and other garbage containers shall be kept inside the garage at all times except during the day of garbage collection, except that garbage containers with secure tops may be placed on the curb at 6:00 P.M. the evening prior to garbage collection. Garbage containers which have been placed on the curb for collection shall be returned to the garage by midnight on the day of garbage collection.

Section 6. Antennas. Television reception devices may be installed in compliance with the prevailing regulations issued from time to time by the Federal Communications Commission and subject to such guidelines as may be promulgated from time to time by the Association or by the Architectural Control Committee which are consistent therewith.

Section 7. Maintenance. Each Owner of a Lot thereof shall be obligated to maintain the Lot and all improvements thereon in good condition and repair, except for such maintenance as is the responsibility of the Association pursuant to this Declaration. If the Owner shall fail to do so, the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized but not obligated to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association, the charge therefor shall be secured by a lien on the Lot and added to and become a part of the Lot assessment installment next due and payable by the Owner.

Section 8. Clothes-Drying Activity. Permanently installed clothes hanging devices exterior to a residence shall be prohibited. Temporary clothes hanging devices may be used in the back of the Lot, not visible from the street in front of the dwelling and shall be removed when not in use.

ARTICLE X

MASTER ASSOCIATION AND MASTER RESTRICTIONS

Section 1. Membership. Each Owner of a Lot automatically becomes a member of the TIMBER PINES COMMUNITY ASSOCIATION, INC. ("Master Association"), which is the Master Association governing all residents of the TIMBER PINES development. Such membership is in addition to the Owner's automatic membership in the Association, as provided in Article II of this Declaration. As a member of the Master Association, each Owner shall be subject to its Articles of Incorporation, By-Laws and rules and regulations in effect from time to time.

Section 2. Master Restrictions. In addition to this Declaration, each Lot is subject to the terms and conditions of the Master Declaration of Covenants, Conditions and Restrictions for TIMBER PINES COMMUNITY ASSOCIATION, INC. as recorded in O. R. Book 501, at page 1665, Public Records of Hernando County, Florida (herein, together with all other amendments thereof now or hereafter made, called the "Master Restrictions"). Pursuant to the Master Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. Other provisions of the Master Restrictions pertain to land use, recreational facilities, architectural control and other matters. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the Master Restrictions, and to uphold his responsibilities and obligations as a member of the Master Association, including the payment of such assessments, dues and charges as shall be levied thereby.

ARTICLE XI

EASEMENTS

Section 1. Each Lot and the Common Area shall be subject to existing easements for public utilities' purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, cable television, telephone, and irrigation wells and pumps, if applicable), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Area in furtherance of such easements.

Section 2. All of the Properties and all of the Lots shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Properties or Lots, or encroachments caused by the intentional or unintentional placement of utilities meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

Section 3. The Declarant hereby grants to the Association an easement as to each Lot to construct, place and install additional irrigation and sprinkler lines and heads, control panels, and related facilities and equipment (the foregoing being collectively referred to hereafter as the ("Irrigation Facilities")), provided that if such installation occurs after the Lot has a dwelling

constructed thereon, it shall be undertaken so as not to interfere with the dwelling or other improvements on such Lot. The Declarant further grants to the Association an easement as to each Lot for the maintenance, repair and replacement of any and all Irrigation Facilities now or hereafter constructed, placed or installed on such Lot by either the Declarant or the Association pursuant to the authority of this section. By recorded instrument, the Association shall have the right to waive or relinquish its easement rights in whole or in part by action of its Board of Directors.

ARTICLE XII

ADDITIONAL PROPERTY

Section 1.

- A. Additions to the Properties. Any additional land which is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.
- B. General Land Plan. As used herein, the term "General Land Plan" shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made and thereby become subject to this Declaration by, and only by a merger or consolidation of the Association within another not for profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other not for profit corporation may, by operation of law,

be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by the Declaration within the Properties, together with the covenants and restrictions established upon any other land, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 3. General Provisions Regarding Additions to the Properties. No addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

Section 4. Voting Rights of Owners as to Additions to the Properties. Any Lots or Units on land added to the Properties or its assignees by separate written document, shall be entitled to voting rights identical to those granted by this Declaration to other Owners of Class A Lots or Units.

Section 5. Assessment Obligation of Owners as to Additions to the Properties. Any Lots or Units on land added to the Properties or its assignees by separate written document, shall be subject to assessments, annual, special and otherwise, in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Lots or Units within the Properties.

ARTICLE XIII

SWIMMING POOL AND CABANA

Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws to the contrary, the use and management of the swimming pool and cabana facilities located on the Common Area shall be in common with the Owners of lots or units located in the development known as **TWO PINE GLEN VILLAGE OF TIMBER PINES**. All expenses of ownership and maintenance of the swimming pool and cabana facilities shall be shared equally among all lots or units which are granted the right of use and for which certificates of occupancy have been issued and which have been sold to third-party buyers.

Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws to the contrary, in order to provide for the joint management of the swimming pool and cabana, there shall be a joint pool management committee established, which shall have the exclusive responsibilities of promulgating rules and regulations regarding the use of the swimming pool and cabana, determining the maintenance and ownership expenses of these facilities, and formulating an annual budget for these facilities. The committee shall consist of two (2) members from each Homeowners Association.

PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC. shall have no right to charge admission or other fees for the use of the swimming pool and cabana facilities other than the joint sharing of maintenance and ownership expenses as set forth in this Article XIII.

All lot or unit owners that enjoy the right of use established by this Article XIII are hereby granted a nonexclusive easement for ingress and egress as is reasonably necessary to facilitate the beforementioned right of use.

This Article XIII may not be further amended without the express written approval of each Homeowners Association within Pine Glen Village.

Return to:
Pine Glen Village Homeowners Association, Inc.
6872 Timber Pines Blvd.
Spring Hill, FL 34606

R-ENV

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Bylaws for Pine Glen Village Homeowners Association, Inc. has been recorded in O.R. Book 1940 PG 32 – 42 of the Public Records of Hernando County, Florida; and

WHEREAS, Article XIII, Amendments, Section 1, of said bylaws calls for the approval by a vote of a majority of a quorum of members present in person or by proxy at a regular or special meeting of the members before amendment of said bylaws can be made; and

WHEREAS, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action, more than thirty percent (30%) of the membership have approved to amend the bylaws to reflect a change in the Term of Office of the Board of Directors.

NOW THEREFORE, Article IV, Board of Directors, Selection, Term of Office, Section 2, Term of Office, amendment of the bylaws for Pine Glen Village Homeowners Association, Inc. is hereby amended to read in its entirety as follows:

Section 2. Term of Office. The term of office for all Directors elected annually shall be three (3) years. Starting at the annual meeting held in 2006, each year ~~two (2)~~ three (3) directors shall be elected, except every third year ~~three (3)~~ one (1) directors shall be elected. At the annual meeting held in the year 2005, only one director will be elected in order to reduce the number from nine (9) to seven (7).

CODING: Words ~~stricken~~ are deletions, words underlined are additions.
Excluding the section number and section title.

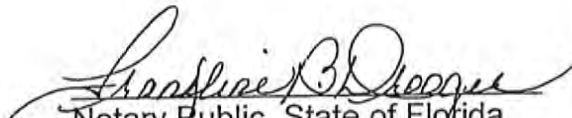
Return to:
Pine Glen Village Homeowners Association, Inc.
6872 Timber Pines Blvd.
Spring Hill, FL 34606

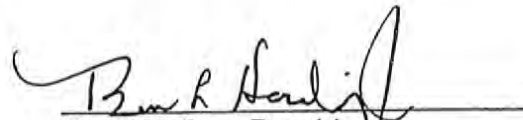
STATE OF FLORIDA

COUNTY OF HERNANDO

BEFORE ME, Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appears Ben Harling, President and Charles Danisch Vice President, Pine Glen Village Homeowners Association, Inc., and they acknowledged before me that they executed, sealed and delivered the foregoing Amendment for the uses and purpose therein expressed, as such officer, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
SPRING HILL, said County and State, this 28th day of November,
2005.


Notary Public, State of Florida


Ben Harling, President



Frankline B. Drooger
My Commission DD267606
Expires January 26, 2008


Charles Danisch, Vice President

R

Return to:
Pine Glen Village Homeowners Association, Inc.
6872 Timber Pines Blvd.
Spring Hill, Fl. 34606

OFFICIAL RECORDS
BK: 1940 PG: 32

BY – LAWS
OF
PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 6872 Timber Pines Blvd. Spring Hill, Fl. 34606, but meetings of the members and directors may be held at such places within the State of Florida, County of Hernando, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any 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.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public records of Hernando County Florida.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting will be held in January each year.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request the members who are entitled to vote one-fourth (1/4) of all votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary or persons authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

- (a) Notice of any meeting called for the purpose of taking any action authorized under Section 5 of Article V of the Declaration shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association or supplied in writing to the Association for the purpose of notice, or by delivering the same to the member's address and posting the notice on the official notice board.
- (b) Notice of all other meetings shall be given at least fourteen (14) days in advance to each member, either by mailing or delivering a copy of such notice, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the member's address and posting the notice on the official notice board.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who shall be members of the Association.

Section 2. Term of Office. The term of office for all Directors elected annually shall be three (3) years. Starting at the annual meeting held in 2006 each year two (2) directors shall be elected, except every third year three (3) directors shall be elected. At the annual meeting held in the year 2005 only one (1) director will be elected in order to reduce the number from nine (9) to seven (7).

Section 3. Removal Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of the members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. If at the close of nominations there are not more nominees than there are vacancies, the nominees for election to the Board shall be elected by acclamation and no vote of the Members shall be required.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as shall be fixed from time to time by a majority of the Board. Notice of said meeting shall be given to each director, personally or

by mail, telephone or telegraph, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any director's waiver of said notice. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. This section shall not be construed as to require regular meetings of the Board of Directors.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) directors after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors present shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at the duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of

- these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
 - (e) Contract with a third party for the management of the Property and to delegate to the Contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership or the corporation; and
 - (f) Perform all obligations, duties and powers conferred in the Declaration, etc.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

- (3) Foreclose the lien against any property for which assessments are not paid within ninety (90) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

- (a) **President** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.
- (b) **Vice President** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The Official Records of the Association shall be available for inspection and copying by any member pursuant to Chapter 720 of the Florida Statutes.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law or \$5.00, whichever is greater, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees or any such action shall be

added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:

PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC.
FLORIDA
"NOT FOR PROFIT"
1984

**ARTICLE XIII
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

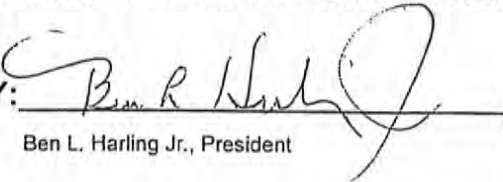
**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year.

The foregoing was adopted as the By-Laws of PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 16th day of November 2004.

IN WITNESS WHEREOF, the undersigned property owners have hereunto set their hands and seal this 6th day of December 2004.

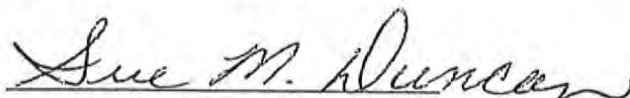
PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC.

BY: 
Ben L. Harling Jr., President

STATE OF FLORIDA
COUNTY OF HERNANDO

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared Ben L. Harling Jr., President of Pine Glen Village Homeowners association, Inc. and acknowledged before me that he executed, sealed and delivered the foregoing Recording of the By-Laws for the uses and purposes therein expressed, as such officer, by authority and on behalf of said Association, as the free act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Spring Hill Florida, the 6th day of December 2004.


Sue M. Duncan, Notary Public, State of Florida



ARTICLES OF INCORPORATION
OF
PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statute 617, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is PINE GLEN VILLAGE HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

ADDRESS

The principal office of the Association is located at 100 Oaks Circle, Port Richey, Florida 33568.

ARTICLE III

REGISTERED AGENT

Anthony M. Sisto, whose address is 100 Oaks Circle, Port Richey, Florida 33568, is hereby appointed the initial registered agent of this Association.

Agency Accepted:

By: Anthony M. Sisto

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property more particularly described on Exhibit A to the Declaration of Covenants, Conditions and Restrictions for PINE GLEN VILLAGE OF TIMBER PINES.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Hernando County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) contract with a third party for the management of the Property and to delegate to the Contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the corporation;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer

shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

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 (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lots, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as

defined in the Declaration), and shall be entitled to nine (9) 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:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 1994; or
- (c) when Declarant waives in writing its right to Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the By-laws of this Association, but shall never be less than three (3) nor more than nine (9). The Directors shall be divided into three (3) classes: Class A, Class B and Class C. The term of office for all Directors shall be three (3) years, except that the term of office of the initial Class A Director shall expire at the first annual meeting of the members, the term of office of the initial Class B Director shall expire at the annual meeting one (1) year thereafter, and the term of office of the initial Class C Director shall expire at the annual meeting two (2) years thereafter. The names and addresses of the persons who are to act in the capacity of Directors until their successors are elected and qualify, unless they sooner shall die, resign, or are removed, are:

<u>Name</u>	<u>Address</u>
CLASS A DIRECTOR	
Anthony M. Sisto	100 Oaks Circle Port Richey, FL 33568
CLASS B DIRECTOR	
Karl Hoeft	100 Oaks Circle Port Richey, FL 33568

CLASS C DIRECTOR

Robert Fertig

100 Oaks Circle
Port Richey, FL 33568

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors.

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

<u>Name</u>	<u>Address</u>
Anthony M. Sisto President	100 Oaks Circle Port Richey, FL 33568
Karl Hoeft Vice President/Treasurer	100 Oaks Circle Port Richey, FL 33568
Larry Hudson Secretary	100 Oaks Circle Port Richey, FL 33568

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or any settlement of any proceeding to which he may be a part or to which he may become involved by reason of his being or having

been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not for profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

AMENDMENTS

Amendment of these Articles shall require the assent of members representing seventy-five percent (75%) of the votes.

ARTICLE XIV

SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
U. S. Home Corporation	100 Oaks Circle Port Richey, FL 33568

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has caused

O. R. 564 PG 0870

