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

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

_____[space above line for recording information]_____

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE WOODLANDS OF TIMBER PINES

CERTIFICATE OF AMENDMENT

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Woodlands of Timber Pines was originally recorded in Official Records Book 883, Page 1020, *et seq.*, of the Public Records of Hernando County, Florida (the "Declaration").

WHEREAS, Article VII, Section 3 of the Declaration was amended pursuant to the certificate of amendment originally recorded in Official Records Book 2921, Page 988, *et seq.*, of the Public Records of Hernando County, Florida to provide 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.

NOW, THEREFORE, we, ROGER HITLER, as President, and JUNE CHIOVITTI, as Secretary, of the Woodlands of Timber Pines, Inc. do hereby certify that in accordance with Article VII, Section 3 of the Declaration, as amended, that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Woodlands 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 a meeting of the membership on December 5, 2012 held in accordance with the Woodlands of Timber Pines, Inc.'s governing documents:

Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines

In Witness whereof, the Woodlands of Timber Pines, Inc., has caused this instrument to be signed by its duly authorized officers on this 29TH day of JANUARY, 2013.

Signed, sealed and delivered in the presence of:

Sharon Kulesa Tye
Print name: Sharon Kulesa Tye

Laurie Rowe
Print name: Laurie Rowe

THE WOODLANDS OF
TIMBER PINES, INC.

By: Roger W. Hitler
ROGER W. HITLER President

Signed, sealed and delivered in the presence of:

Sharon Kulesa Tye
Print name: Sharon Kulesa Tye

Laurie Rowe
Print name: Laurie Rowe

ATTEST:

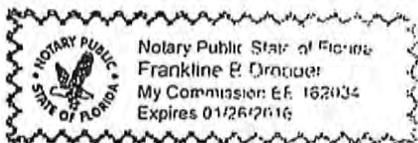
By: June O. Chiovitti
JUNE O. CHIOVITTI Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instruments was acknowledged before me this 29TH day of JANUARY, 2013, by ROGER HITLER and JUNE CHIOVITTI, as President and Secretary, respectively, of the Woodlands of Timber Pines, 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 Declaration of Covenants, Conditions and Restrictions for the Woodland of Timber Pines, Certificate of Amendment, 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 29TH day of JANUARY, 2013.

Frankline B. Dropper
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/26/16



**AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE WOODLANDS OF TIMBER PINES**

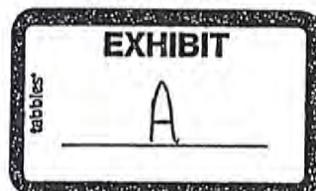
THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODLANDS OF TIMBER PINES, was made by U.S. HOME CORPORATION, hereinafter referred to as "Declarant", on September 18, 1992.

WITNESSETH:

WHEREAS, Declarant was, at the time of the recording of the original Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines, 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; and

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines provided for amendments in Article VII, Section 3, Amendment, as amended by that certain Amendment To Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines, Inc., recorded in Official Records Book 1289, Page 561-562, in the Public Records of Hernando County, Florida;

Declarant has declared that all of the Properties described in Exhibit A attached hereto and incorporated herein 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 **THE WOODLANDS OF TIMBER PINES, INC.**, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether fee simple title to any Lot which is a part of the Properties, one or more persons or entities, of a fee 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, 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 shall, as to such portions, cease being a Parcel, or part thereof, and shall become a Lot or Lots, as appropriate.

Section 6. "Declarant" shall mean and refer to U.S. HOME CORPORATION, a Delaware corporation, authorized to do business in the State of Florida. It shall not include any person or party who purchases a Lot 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. "Bylaws" shall mean and refer to the Bylaws 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, and right of way areas, but not including roadways. The Association shall maintain the before-mentioned areas and any decorative entranceways to the Properties, including any sodded or landscaped islands in the roadways, and take such other action as the Association is authorized to take with regard to the Properties pursuant to this Declaration, the Articles or Bylaws, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas referred to in this Section 1 and any other areas designated by Declarant as Common Areas, whether or not title to those areas have been or ever will be formally conveyed to the Association.

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 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 from time to time in accordance with its Bylaws 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 of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days;

D. the right of the Association to suspend common area use rights by an Owner for any period during which any assessment levied under this Declaration against his Lot remains unpaid, provided that no such suspension shall impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress and egress from the Lot, including, but not limited to, the right to park;

E. 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;

F. the right of the Association to grant easements as to the Common Area or any part thereof as provided by its Articles; and

G. 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 Bylaws and the Rules and Regulations enacted by the Association, his right of enjoyment to the Common Area and facilities to his tenants who reside at the Owner's Lot, provided the Owner waives his rights of use and enjoyment in a writing provided to the tenant and the Association.

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 or tenant. 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 animals 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:

All Owners shall be members of the Association and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any such 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, 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. Such lien shall be effective from, and relate back to, the recording of this Declaration. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title. 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. The lien of the assessments provided for in this Article V shall be a lien superior to all other liens, less and except real estate tax liens and the lien of any mortgage to any institutional lender which is now or hereafter placed upon any property subject to Assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Notwithstanding anything to the contrary contained in this Declaration, unless recovery of a greater sum is permitted by Florida law, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage, that 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 periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title 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 Owner and initially joined the Association as a defendant in the mortgage foreclosure action. No sale or transfer shall relieve such Lot or Owner thereof from liability for any assessments thereafter becoming due.

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, to meet the obligations of the Association as defined by the Declaration or the Articles of Incorporation or the bylaws for the Association, and for the improvement, maintenance, and repair of the lawn areas and irrigation system of the Lots and Common Areas situated upon the Properties, the repair, treatment, and prevention of termite infestations and termite damage on the Lots and Common Areas, the purchase of insurance protection against termite infestation or termite damage on the Lots and Common Areas, and exterior maintenance as set forth in Section 3 below. The Association is also responsible for maintaining the decorative entrance and medians and any areas between roadways and the Common Area.

Section 3. Exterior Maintenance. The Association, as the Board of Directors, in its sole discretion, deems necessary, shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: maintenance and repair of the irrigation system, painting of exterior building surfaces, and such termite infestation preventative treatments on the Lots. 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 trees, shrubs or plantings originally planted or provided by the Declarant on the Lot. Such maintenance may include, without limitation, mowing, edging, fertilizing, pest control and sod replacement, as the Board of Directors deems appropriate, and any other lawn maintenance service, including without limitation, the replacement or addition of trees, shrubs or plantings, which may be deemed advisable from time to time in the sole discretion of the Board of Directors. 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 Owner installed shrubs, plantings or lawn ornaments upon 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, irrigation system or other improvement which the Association controls or is responsible to maintain or operate. Nothing in this section will prevent the Association from levying special assessments for the Association's operation costs.

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 or 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 membership shall constitute a quorum.

Section 7. Uniform Rate of Assessment. 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 the Owner of each Lot subject to such annual assessment. The due dates for such assessments 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 a maximum rate allowed by law or \$5.00, whichever is greater. 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 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. This section may not be amended without the prior written consent of all holders of first mortgages on Lots.

Section 11. Subordination of Association Fines to First Mortgages. The lien of any fine provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the lien from a fine. However, the sale or transfer of

any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such fine as to payments, which became due prior to such foreclosure sale or foreclosure transfer. No foreclosure sale or foreclosure transfer shall relieve such Lot from liability for any fines 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 of Directors.

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 Declaration. The Association shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself or be liable or responsible for its failure to enforce any sections of this Declaration.

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.

Section 4. Amendment Exception. Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee of the Association, such as a bank, savings and loan association, insurance company, insurers of first mortgages similar to the Federal National Mortgage Association or any governmental agency, such amendment shall be effective upon recording of such amendment, as executed by the full Board of Directors of the Association, in the Public Records of Hernando County, Florida, without the necessity of the approval or joinder of any other parties, including any Owners. No such amendment may adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

Section 5. Association Liability, Security and Community Services. By acceptance of a deed to a Lot within the Subdivision, Owner agrees to the provisions of this Section. Owner waives their right to trial by jury in connection with any claim, dispute or other matter against the Association or its officers, directors, employees, agents, invitees, contractors and subcontractors (collectively for the purposes of this Section "**Agents**") arising out of or relating to the Declaration, including any recorded amendments thereto. Any claim, dispute or other matter in question raised by Owner against the Association or Agents arising out of or relating to the Declaration, including any recorded amendments thereto, or the breach or threatened breach thereof, shall be decided by arbitration, in accordance with the rules of the American

Arbitration Association in effect at the time such arbitration is sought, before three (3) arbitrators; one designated by each party and the third designated in accordance with the Rules of the American Arbitration Association. Any such arbitration shall be conducted in Hernando County, Florida, unless the parties mutually agree to another location. The arbitrators shall be qualified by education, training or experience as may be appropriate according to the nature of the claim, dispute or other matter in question. The foregoing agreement to arbitrate and any other agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. To the extent permitted by law, by agreeing to engage in the arbitration provided for in this Section, the parties waive their right to appeal any decision made by the arbitrators. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen; and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. All costs and expenses, including without limitation, reasonable attorney's fees and costs, in connection with any such arbitration shall be borne in the manner which the arbitrators making the determination shall direct.

In any claim, dispute or other matter arising out of or relating to the Declaration, including any recorded amendments thereto, where the Association or Agents are found liable to Owner, including without limitation, any arbitration award or injunctive relief, Owner agrees that such liability, including without limitation, liability for attorney's fees and any costs, shall not exceed the greater of, one thousand dollars (\$1,000.00) or the amount of any applicable insurance proceeds. This Section in no way mandates that the Association carry insurance of any particular kind or in any specific amounts or modifies insurance requirements as may be directed elsewhere in this Declaration or allowed at the discretion of the Association.

Owner agrees that neither the Association nor Agents have any obligation whatsoever for providing protection to persons or personal property or real property on the Properties. Owner agrees that it shall be Owner's sole and exclusive obligation to determine and institute

for themselves and Owner's tenants, dwelling occupants, family members, agents, servants, invitees, subcontractors and contractors (collectively for the purpose of this Section "Guests" or "Guest") the appropriate security and any other precautions to protect from and against trespass, criminal acts, and any other dangers to Owner's and Guests' personal safety and the safety of Owner's and Guests' real and personal property. Owner further agrees that the Association and Agents shall have no obligation whatsoever for providing protection to Owner or Guests or the Properties from conditions existing within public or private streets, parks or Common Areas. Owner agrees that Owner and Guests shall use the Common Areas and all other Association property at their own risk and Owner shall hold harmless the Association and Agents for any kind of claim, dispute, liability or other matter arising in connection with Owner's and any Guests' use thereof.

The Association, through its Agents or otherwise, may, in its sole discretion, provide Owner and the Properties with such community services as may be necessary, including but not limited to, controlling access to the Properties, monitoring the areas of the Properties, or otherwise implementing the promulgated rules and restrictions of the Association and the Declaration. Owner agrees that no community services shall be construed or relied upon in any way as the Association or Agents providing any form of protection or security to Owner or Guests. Owner agrees to hold harmless the Association and Agents for any kind of claim, dispute, liability or other matter arising in connection with the Association's provision of community services.

Nothing in this Section shall be construed to limit the relief the Association may seek to a proceeding in arbitration. The Association may bring, in any court of competent jurisdiction, any action at law or in equity or by jury trial, against any Owner for any claim, dispute or other matter in question raised by the Association against any Owner or Guest arising out of or relating to the Declaration, including any recorded amendments thereto, or the breach or threatened breach thereof.

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. The decision of such arbitrators shall be binding on the parties.

ARTICLE IX
USE RESTRICTIONS

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

Section 2. Pets. No pets shall be kept on any Lot or in any dwelling other than cats, birds such as canaries or parakeets, and fish such as goldfish and tropical varieties. However, no more than one (1) dog and no more than one (1) cat may be kept as a pet. Such permitted dogs and cats must be on a leash when outside of the Owner's dwelling, and may be walked only in the designated "pet walking area" and under such regulations as established by the Board of Directors. No pets shall be raised for commercial purposes. In no event may any pet permitted to be kept be allowed to become a nuisance. Owners shall also comply with regulations promulgated by the Master Association in regard to the control of pets.

Section 3. Vehicle Parking. No vehicle shall be parked within the Properties except on a paved parking surface, driveway or within a garage. No trucks or other vehicle, which is primarily used for commercial purposes, other than those temporarily present on business, or any trailers, shall be parked within the Properties. Non-commercial pickup trucks, sport utility vehicles, vans, boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and any vehicle not in operable condition or not displaying a valid license plate, shall only be permitted to be kept within the Properties if kept inside a garage and concealed from public view. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less. Notwithstanding the foregoing, one (1) non-commercial van of an Owner is permitted to be parked in public view on the driveway of said Owner's Lot. Non-commercial vehicles, which shall be limited to non-commercial vans, cars, sport utility vehicles, and pickup trucks, of an Owner's visitors, shall be permitted to park on said Owner's driveway for no more than fourteen (14) days in any twelve (12) month period.

Section 4. Fences. No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the property except as approved in writing

by the Board of Directors, which approval may be withheld at the sole discretion of the Board of Directors.

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 on the day(s) designated for garbage collection. When garbage cans and similar receptacles and other garbage containers are placed outside for collection, Owners shall ensure that maximum care, including without limitation the use of appropriate lids and container tops, when suitable, is taken to prevent the refuse in said containers from being spread about the Properties, including without limitation, spreading of refuse by animals or by the elements.

Section 6. Antennas. Over the air broadcast 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. No other antenna or broadcast reception or transmission device shall be installed upon any Lot except in compliance with the guidelines as promulgated by the Master Association.

Section 7. Maintenance. Each Owner 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 properly maintain their Lot, the Association, after giving such Owner at least ten (10) days written notice, shall be authorized to undertake such maintenance at the Owner's expense or utilize any other remedy available to it under this Declaration and any amendments thereto or at law, including, without limitation, the application of fines, until the maintenance failure is remedied to the Board of Directors' sole satisfaction. Entry upon an Owner's Lot by the Association or the Association's directors, employees, contractors or agents for such purpose for undertaking proper maintenance shall not constitute a trespass. If such maintenance is undertaken by the Association or its agents, the charge therefore shall be secured by a lien on the Lot and added to and become a part of the Assessment installment next due and payable by the Owner of the

Lot. The fines contemplated in this section shall be a lien on the Lot to the extent allowed by applicable Florida law.

ARTICLE X

MASTER ASSOCIATION AND MASTER RESTRICTIONS

Section 1. Membership. Each Owner of a Lot automatically becomes a member of the 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 this Declaration. As a member of the Master Association, each Owner shall be subject to the Articles of Incorporation, Bylaws and rules and regulations of the Master Association as may be in effect from time to time.

Section 2. Master Restrictions. In addition to this Declaration, each Lot is hereby made 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, beginning 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 the Owner's responsibilities and obligations as a member of the Association, including the payment of such assessments, dues, fines, and charges as shall be levied thereby.

Section 3. Conflict. In the event the "Master Association" and the "Association" each have authority in regard to a pending issue concerning the Properties, then in the event of any conflict in the decision of each Association, the decision of the Master Association shall control over the decision of the Association. For example, if an alteration is proposed by a Lot Owner, and the Association refuses to approve the proposed alteration pursuant to Article VI of this

Declaration, but the Master Association approves the proposed alteration, then the decision of the Master Association would control and the proposed alteration would be allowed. The provisions of this Article cannot be amended without the express written approval of the Master Association.

ARTICLE XI

EASEMENTS

Section 1. Ingress-Egress. A nonexclusive easement for the use and benefit of the Owners and occupants of any Lot, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area.

Section 2. Utilities, Etc. 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 sewer 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 3. Future Utility Easements. The Declarant has reserved the right for the Board of Directors of the Association, without joinder or consent of any Owners, to grant and/or reserve such additional easements, including, but not limited to, irrigation, wells and pump, cable television, electric, gas, water, telephone or other utility easement, or to relocate any existing utility easement in any portion of the property as the Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion

thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lots for permitted purposes.

Section 4. Encroachments. 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 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 hereby created so long as such encroachments stand or otherwise continue in place.

Section 5. Sprinkler Systems. The Declarant has reserved for the Association the right and easement to construct, place and install on all Lots from time to time such irrigation and sprinkler lines and heads, control panels, and related facilities and equipment (the foregoing being collectively referred to hereafter as the "Irrigation Facilities") for the purpose of providing irrigation to such Lots or to other Lots and Common Area within the Properties. The Declarant has also reserved for the Association the right of access to any such Irrigation Facilities. Nothing contained in this Section 5, however, shall obligate the Association to install Irrigation Facilities on any specific Lot or Lots. In addition, the Declarant has granted to the Association an easement as to each Lot to construct, place and install additional 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 has further granted 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.

Section 6. Golf Cart Access to Roadways. Each Lot shall be subject to a non-exclusive easement for motorized golf cart vehicles to and from paved roadways. This easement shall only be effective if a Lot Owner has no other means of reaching a paved roadway with his golf cart, except over a portion of another Lot or Lots. Unless such necessity exists and there is no other means of access to a paved roadway, then a Lot Owner shall have no right to travel across other Lots in the Properties. Any Lot Owner utilizing the before-mentioned access easement shall be required to promptly repair, replace and maintain any portion of an adjacent Lot that is damaged by use of this access easement. Any person utilizing the easement, as a condition of this right of use, shall indemnify and save harmless the fee simple property owner of the easement area, from and against all liability, loss or damages incurred as a result of claims, demands, costs, judgments or damages arising from the operation of the motorized golf cart vehicle or other vehicle on the easement area.

IN WITNESS WHEREOF, the Board of Directors of the Association has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines, Inc. to be executed this 5TH day of DECEMBER, 2012 and attest and certify that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines, Inc. was approved in accordance with Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for The Woodlands of Timber Pines original recorded in Official Records Book 882, Pages 1020 through 1049, inclusive, of the Public Records of Hernando County, Florida and as amended by the Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for the Woodlands of Timber Pines, recorded at Official Records Book 2921, Page 988 of the Public Records of Hernando County, Florida

WITNESSES:

Laurie Rowe
Print: Laurie Rowe

Sharon Kulesa-Lye
Print: Sharon Kulesa-Lye

Laurie Rowe
Print: Laurie Rowe

Sharon Kulesa-Lye
Print: Sharon Kulesa-Lye

Laurie Rowe
Print: Laurie Rowe

Sharon Kulesa-Lye
Print: Sharon Kulesa-Lye

Laurie Rowe
Print: Laurie Rowe

Sharon Kulesa-Lye
Print: Sharon Kulesa-Lye

Laurie Rowe
Print: Laurie Rowe

Sharon Kulesa-Lye
Print: Sharon Kulesa-Lye

ASSOCIATION:

THE WOODLANDS OF TIMBER PINES,
INC., a Florida corporation not-for-profit

By: Roger Peth
Print: ROGER W. HITTNER
Title: PRESIDENT

By: Gordon W. Baird
Print: GORDON W. BAIRD
Title: VICE PRESIDENT

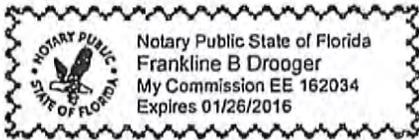
By: June D. Chiovitti
Print: JUNE D. CHIOVITTI
Title: SECRETARY / TREASURER

By: Florian Weger
Print: FLORIAN WOBER
Title: DIRECTOR

By: Francis Rath
Print: FRANCIS RATH
Title: DIRECTOR

STATE OF FLORIDA
COUNTY OF HERNANDO

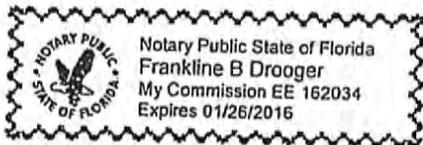
The foregoing instrument was acknowledged before me this 7TH day of DECEMBER, 2012 by: ROBER W. HITLER, PRESIDENT
As a member of the Board of Directors of **THE WOODLANDS OF TIMBER PINES, INC.**, a Florida corporation not-for-profit. The individual is either personally known to me or _____ has produced _____ driver's license as identification.



Frankline B Drooger
Name: FRANKLINE B DROOGER
Notary Public, State of Florida
My Commission Expires: 1/26/16
My Commission No.: EE 162034

STATE OF FLORIDA
COUNTY OF HERNANDO

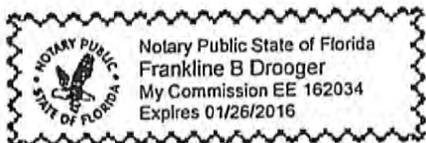
The foregoing instrument was acknowledged before me this 10TH day of DECEMBER, 2012 by: GORDON W. BAIRD VICE PRESIDENT
As a member of the Board of Directors of **THE WOODLANDS OF TIMBER PINES, INC.**, a Florida corporation not-for-profit. The individual is either personally known to me or _____ has produced _____ driver's license as identification.



Frankline B Drooger
Name: FRANKLINE B. DROOGER
Notary Public, State of Florida
My Commission Expires: 1/26/16
My Commission No.: EE 162034

STATE OF FLORIDA
COUNTY OF HERNANDO

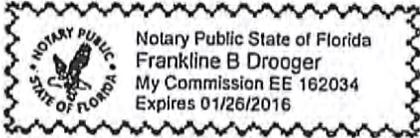
The foregoing instrument was acknowledged before me this 12TH day of DECEMBER, 2012 by: JUNE D. CHIVITTI, SECRETARY/TREASURER
As a member of the Board of Directors of **THE WOODLANDS OF TIMBER PINES, INC.**, a Florida corporation not-for-profit. The individual is either personally known to me or _____ has produced _____ driver's license as identification.



Frankline B Drooger
Name: FRANKLINE B DROOGER
Notary Public, State of Florida
My Commission Expires: 1/26/16
My Commission No.: EE 162034

STATE OF FLORIDA
COUNTY OF HERNANDO

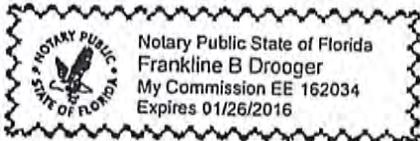
The foregoing instrument was acknowledged before me this 11TH day of DECEMBER,
2012 by: FLORIAN WAGER, DIRECTOR
As a member of the Board of Directors of **THE WOODLANDS OF TIMBER PINES, INC.**, a
Florida corporation not-for-profit. The individual is either personally known to me or
_____ has produced _____ driver's license as identification.



Frankline B Drooger
Name: FRANKLINE B DROOGER
Notary Public, State of Florida
My Commission Expires: 1/26/16
My Commission No.: EE 162034

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11TH day of DECEMBER,
2012 by: FRANCIS KATH, DIRECTOR
As a member of the Board of Directors of **THE WOODLANDS OF TIMBER PINES, INC.**, a
Florida corporation not-for-profit. The individual is either personally known to me or
_____ has produced _____ driver's license as identification.



Frankline B Drooger
Name: FRANKLINE B DROOGER
Notary Public, State of Florida
My Commission Expires: 1/26/16
My Commission No.: EE 162034

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE WOODLANDS OF TIMBER PINES, INC., a corporation organized under the Laws of the State of Florida, filed on September 28, 1992, as shown by the records of this office.

The document number of this corporation is N51041.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of September, 1992.



CR2EO22 (2-91)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
THE WOODLANDS OF TIMBER PINES, 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 THE WOODLANDS OF TIMBER PINES, INC., hereafter called the "Association".

ARTICLE II

ADDRESS

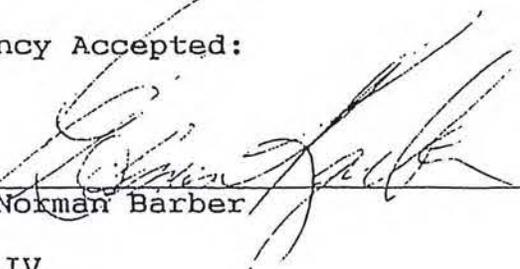
The principal office of the Association is located at 6860 Timber Pines Boulevard, Spring Hill, Florida 34606.

ARTICLE III

REGISTERED AGENT

Norman Barber, whose address is 6860 Timber Pines Boulevard, Spring Hill, Florida 34606, is hereby appointed the initial registered agent of this Association.

Agency Accepted:

By: 
Norman Barber

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 THE WOODLANDS 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
Bylaws 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

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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, 1999; 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. Directors will be elected in the manner prescribed in the By-Laws. The number of Directors may be changed by amendment to the Bylaws 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	
Norman Barber	6860 Timber Pines Boulevard Spring Hill, Florida 34606
CLASS B DIRECTOR	
Dorothy Miller	6860 Timber Pines Boulevard Spring Hill, Florida 34606
CLASS C DIRECTOR	
Robert F. Fertig	6860 Timber Pines Boulevard Spring Hill, Florida 34606

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. 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>
Norman Barber President	6860 Timber Pines Boulevard Spring Hill, Florida 34606
Dorothy Miller Vice President	6860 Timber Pines Boulevard Spring Hill, Florida 34606
John J. Lukaszewski, Jr. Secretary/Treasurer	6860 Timber Pines Boulevard Spring Hill, Florida 34606

ARTICLE IX

BYLAWS

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

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 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 non-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 seventy-five percent (75%) of the entire membership.

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ARTICLE XIV

SUBSCRIBER

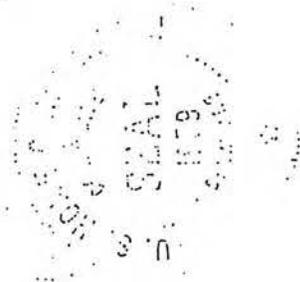
The name and address of the subscriber of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
U. S. Home Corporation	6860 Timber Pines Boulevard Spring Hill, Florida 34606

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 these Articles of Incorporation to be executed this 18 day of September, 1992.

U. S. HOME CORPORATION

By: *Robert F. Fertig*
ROBERT F. FERTIG
Division President
6860 Timber Pines Blvd.
Spring Hill, FL 34606



STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 18 day of September, 1992, by ROBERT F. FERTIG, as Division President of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me and did not take an oath.

Lillian B. Aliotta
Print Name: LILLIAN B. ALIOTTA
Notary Public
My Commission Expires:

LILLIAN B. ALIOTTA
Notary Public, State of Florida
My comm. expires Sept. 6, 1993
No. AA705539
Bonded thru West Coast Insurers

O. R. 883 PG 1057

BYLAWS
OF
THE WOODLANDS OF TIMBER PINES, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE WOODLANDS OF TIMBER PINES, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 6860 Timber Pines Boulevard, Spring Hill, Florida 34606, but meetings of 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 THE WOODLANDS OF TIMBER PINES, 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. "Declarant" shall mean and refer to U. S. HOME CORPORATION, its successors and assigns, if such successors or assigns should acquire more than one (1)

undeveloped Lot from the Declarant for the purpose of development.

Section 6. "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 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within the first quarter-year after one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter.

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 of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A 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 person 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 for the purpose of notice, or by delivering the same to the member's address.

(b) Notice of all other meetings shall be given at least fifteen (15) 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.

(c) Delivery of notice pursuant to subsection (a) or (b) to any co-owner of a Lot or Unit shall be effective upon all such co-owners of such Lot or Unit, unless a co-owner has requested the Secretary in writing that notice be given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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 not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. 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.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the voting interests 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 may be made from the floor at the annual meeting. Such nominations may be made from among members or non-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.

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 in person or by proxy shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present

in person or by proxy at a 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 sixty (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 Bylaws, 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 Bylaws to have the approval of the Board of Directors or the membership of 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 Class A 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 for 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 Offices. 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.

O. R. 883 PG 1066

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

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 of 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.

O.R. 883 PG 1067

ARTICLE XII

CORPORATE SEAL

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

THE WOODLANDS OF TIMBER PINES, INC.
FLORIDA
"NOT FOR PROFIT"
1992

ARTICLE XIII

AMENDMENTS

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

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

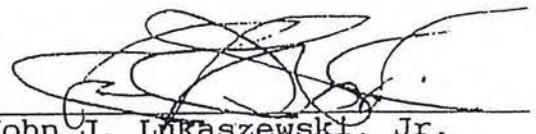
ARTICLE XIV

FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing was adopted as the Bylaws of THE WOODLANDS OF TIMBER PINES, 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 18 day of September, 1992.

THE WOODLANDS OF TIMBER PINES,
INC.

By: 

John J. Lukaszewski, Jr.
Secretary
6860 Timber Pines Boulevard
Spring Hill, Florida 34606

O. R. 883 PG 1068

Return to:
The Woodlands of Timber Pines, Inc. **R-ENV**
6872 Timber Pines Blvd.
Spring Hill, FL 34606

Doc# 2007018536
Hernando County, Florida
03/19/2007 10:43AM
KAREN NICOLAI, Clerk

OFFICIAL RECORDS
BK: 2415 PG: 503

**AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF THE WOODLANDS OF
TIMBER PINES, INC.**

WHEREAS, the amended and restated Bylaws for The Woodlands of Timber Pines, Inc. has been recorded in O.R. Book 2185 Pages 1004 - 1015 of the Public Records of Hernando County, Florida; and

WHEREAS, Article XII, Amendments, Section 1, of said amended and restated Bylaws allows the Bylaws to be amended, at a regular or special meeting of the members at which a quorum is present, by a vote of a majority of the members present in person or by proxy; and

WHEREAS, the presence at a meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action, more than one-third (1/3) of the membership have expressed a desire to amend the Bylaws; and

NOW THEREFORE, Article IV, Board of Directors: Selection: Term of Office, Section 1, Number, amendment to the Bylaws for The Woodlands of Timber Pines, Inc. is hereby amended to read in its entirety as follows:

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who must be members or residing with a member of the Association.

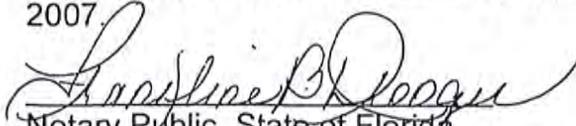
CODING: Words ~~stricken~~ are deletions, words underlined are additions. Excluding the section number and section title.

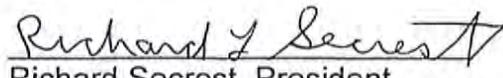
STATE OF FLORIDA

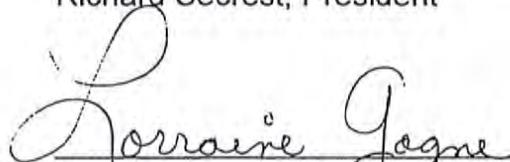
COUNTY OF HERNANDO

BEFORE ME, Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appears Richard Secrest, President and Lorraine Gagne, Vice President, The Woodlands of Timber Pines, 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 6TH day of March, 2007.


Notary Public, State of Florida


Richard Secrest, President


Lorraine Gagne, Vice President

