

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FILE# 97-023634
HERNANDO COUNTY, FLORIDA

TALL PINES -GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES

THIS DECLARATION, made on the date hereinafter set forth by U. S. HOME CORPORATION, hereinafter referred to as "Declarant."

RCD Jun 24 1997 03:43pm
KAREN NICOLAI, CLERK

WITNESSETH:

WHEREAS, Declarant is 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 hereby declares 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 TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, 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. The term "Owner" shall include U. S. HOME CORPORATION.

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 plat or 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 designated as "Common Area" on the recorded Plats thereof, except Common Area "D" as shown on the Plat of Timber Pines, Tract 29.

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. "*Unit*" shall mean and refer to any dwelling constructed on any Lot within any portion of the Properties.

Section 13. 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 Areas. The Declarant, in order to insure that the Common Area 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, and for such other purposes as specifically set forth herein, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area. The Association shall maintain the Common Area 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 the Common Area only, unless the Declarant or the Association elects

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to operate, maintain and repair other areas within the Property pursuant to their respective authority granted herein. The Master Association shall operate, maintain and repair Common Area "D" of Timber Pines Tract 29 in accordance with the terms of the Master Restrictions (as defined in Article VIII hereof).

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of Article X, which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described. The Declarant shall not be obligated, however, to make any such additions. The Declarant has the right, but not the obligation, to make improvements to the Common Area.

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, Unit or Parcel, 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, all of which taken together allow the Association to make rules governing all of the Properties subject to this Declaration;

B. the right of the Association to suspend the voting rights of an Owner for any period during which any assessment levied under this Declaration against his Lot or Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

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C. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, as provided by its Articles;

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

E. the right of the Association to otherwise deal with the Common Area as provided by its Articles.

Section 2. 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 approval of the Board of Directors.

Section 3. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, Lots, Parcels, or Units, as the same may be and are from time to time adopted by the Association. In the event that the Association does not adopt any Rules and Regulations, the Owners shall be subject only to the Rules and Regulations of the Master Association.

Section 4. Title to Common Area. Not later than the time the Declarant consummates the sale of its last Lot in the Properties, it shall convey title to the Common Area to the Association, and title to Common Area "D" of Timber Pines Tract 29 to the Master Association, as Declarant deems appropriate, subject to such easements, reservations, conditions and restrictions as may then be of record. Declarant may convey title and the Association shall accept title to any Common Area at any time prior to the time referred to in this Section, at Declarant's option.

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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 two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned and forty-five (45) votes per acre for each Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) on December 31, 2005; or
- (b) when Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any conversion, additional land is added by the Declarant hereof, such additional land shall automatically be and become Class B Lots or Units, as appropriate. In addition, if following such addition of land the total votes allocable to all Lots or Units then owned by the Declarant (calculated as if all such Lots or Units are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership

(i.e., excluding the Declarant), then any Class A Lots or Units owned by the Declarant shall automatically be reconverted to Class B.

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 attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Common Area Maintenance. The Association shall maintain the Common Area, which maintenance shall include only (a) mowing, edging, fertilizing, insect control including mole crickets, and sod and tree replacements, as appropriate, and any other lawn maintenance service that may be deemed advisable from time to time by the

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Association in connection with the Common Area; (b) installation and maintenance of an underground irrigation system for the sodded areas within the Common Area; and (c) maintenance and payment of the electricity associated with the well pump(s) serving the Common Area. The Association has been formed for the limited purposes of maintaining the Common Area in the manner described in this Section, and the Association shall not have any other maintenance or improvement obligations other than those expressly set forth in this Section unless this Declaration is amended to provide for additional maintenance or improvement obligations in connection with the Common Area in accordance with the procedures set forth in Article VI Section 3 and 4 hereof.

Section 4. 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, the irrigation system or the well pump(s) associated with the Common Area.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 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 each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. With the exception of Declarant's assessments as described in Section 7 below, both annual and special assessments must be fixed at a uniform rate for all (Class A) Lots and may be collected on a monthly basis.

Section 7. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject

to, any annual assessment for any Lot which it may own, provided, however, that the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments (after applying all income received by the Association from other sources) and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association, thereby terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by the Declarant that has a completed Unit with a Certificate of Occupancy shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant. The Declarant will not be responsible for any reserve for replacement, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of, and commencing with the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of, and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to any Lot on the first day of

the month following the first conveyance of the Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 rate of eighteen percent (18%) per annum, or \$5.00, whichever is greater. A late fee may also be imposed on any unpaid assessment in an amount determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his or her 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.

ARTICLE VI

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 or she shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this Declaration. Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. The Association may levy fines in accordance with the provisions of Section 617.301, et seq., Florida Statutes. The Board shall have the authority to adopt reasonable rules with regard to the levying of a fine and the procedures by which fines will be implemented. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Owner, and if applicable, its licensee or invitee.

Section 2. Severability. Invalidity 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 Properties, 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded. No amendment which affects the rights of Declarant shall be effective without the prior written consent of Declarant.

Section 4. Exception.

(a) Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee, such as a bank, savings and loan association, insurance company, insurer 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 Declarant, in the Public Records of Hernando County, Florida, without the necessity of the approval or joinder of any other Owners, the Association or any other party. No such amendment may adversely affect the lien or priority of any institutional first mortgagee recorded prior to the amendment.

(b) Until the completion of the contemplated improvements on the Properties and closing of all Lot sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the plan of development, as may be required by any lender, governmental authority, or, as may in its judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments.

ARTICLE VII

** OFFICIAL RECORDS **
BK: 1132 PG: 613

USE RESTRICTIONS

Section 1. General. Each Lot shall be subject to the use restrictions set forth in the Master Restrictions, and such other restrictions as may be adopted from time to time by the Declarant or the Association by amendment of this Declaration in accordance with the terms of Article VI, Sections 3 and 4 hereof.

Section 2. Maintenance. Following the conveyance of a Lot by the Declarant, each Owner thereof shall be obligated to maintain the Lot and all improvements thereon in good condition and repair, except for such maintenance as may be the responsibility of the Master Association pursuant to the Master Restrictions. If the Owner shall fail to do so, either the Declarant or 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. 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.

ARTICLE VIII

MASTER ASSOCIATION AND MASTER RESTRICTIONS

Section 1. Membership. Each Owner of a Lot automatically becomes a member of the Master Association which governs 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, Bylaws and rules and regulations 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,

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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.

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. In the event of any conflict between the terms and conditions of this Declaration and the Master Restrictions with respect to the Common Area, this Declaration shall control. To the extent that this Declaration is silent as to any matter that is covered or addressed by the Master Restrictions, the Master Restrictions shall control and such silence shall not be deemed a conflict. The provisions of this Article cannot be amended without the express written approval of the Master Association.

ARTICLE IX
EASEMENTS

** OFFICIAL RECORDS **
BK: 1132 PG: 615

Section 1. 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 herein created so long as such encroachments stand or otherwise continue in place.

Section 2. Sprinkler Systems. The Declarant hereby reserves 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 the Common Area. The Declarant shall also have and does hereby reserve the right of access to any such Irrigation Facilities. If installation occurs after the Declarant has sold the Lot to its initial purchaser, it shall be undertaken so as not to interfere with the Unit or the improvements on such Lot. Nothing contained in this Section, however, shall obligate the Declarant to install Irrigation Facilities on any specific Lot or Lots. By recorded instrument, the Declarant shall have the right to waive or relinquish its easement rights in whole or in part, and shall also have the right to assign them to the Association. In addition, the Declarant hereby grants 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 Unit constructed thereon, it

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shall be undertaken so as not to interfere with the Unit or other improvements on such Lot; and provided further that the Association shall not install any Irrigation Facilities on Lots owned by the Declarant without the Declarant's consent. 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 X

ADDITIONAL PROPERTY

Section 1.

A. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twenty-five (25) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, 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. Notwithstanding anything contained in this Section 1, the

Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

B. General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. 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, one of the following procedures:

A. Additions in Accordance with a General Land Plan. The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area.

B. Mergers. Upon 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.

A. The additions authorized under Section 2 (A) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3 (C). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on attached Exhibit A.

B. Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, 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.

C. Nothing contained in this Article X shall obligate the Declarant to make additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties.

The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots or Units thereof as is previously provided by this Declaration.

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots or Units which it owns, upon the same terms and conditions as contained in Article V of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots or Units owned by Class A members other than the Declarant.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Units on land added to the Properties which are owned by Owners other than the Declarant, 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 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Units on land added to the Properties which are owned by Owners other than the Declarant, 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 Class A Lots or Units within the Properties.

ARTICLE XI

DECLARANT'S RIGHTS

Section 1. No Interference. Until such time as Declarant has completed all of the contemplated improvements and has sold all of the Lots within the Properties, neither the Association nor its members nor the use of the Common Area by the Association and its members shall interfere with the completion of the contemplated improvements, the performance by Declarant of any warranty or repair activities, or the sale by Declarant of Lots within the Properties.

Section 2. Amendment Prohibition. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration, and no Rules or Regulations shall be adopted by the Association which shall restrict, impair or in any way modify the activities of the Declarant with regard to construction, performance of any warranty or repair activities, assessments or other charges on Declarant's Lots or property, use of Common Areas and delegation of use of Common Areas and marketing of the remaining Lots included in the Properties.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has
hereunto set its hand and seal this 31st day of MARCH, 1997.

Witnesses:

Donna Fischetti
Print Name: DONNA FISCHETTI

Lee R. Thompson
Print Name: LEE R. THOMPSON

U. S. HOME CORPORATION

By:

ROBERT F. FERTIG
Division President
2368 Fairskies Drive
Spring Hill, FL 34606

Attest:

JOHN J. LUKASZEWSKI, JR.
Division Secretary
2368 Fairskies Drive
Spring Hill, FL 34606

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 31st day of March, 1997, by **ROBERT F. FERTIG** and **JOHN J. LUKASZEWSKI, JR.**, Division President and Division Secretary, respectively, of **U.S. HOME CORPORATION**, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. They are personally known to me and did not take an oath.

Lorraine M. Jensen
Print Name: _____
Notary Public
My Commission Expires: _____



Declaration

LEGAL DESCRIPTION: TIMBER PINES TRACT 29

BEGIN at the Northeast corner of said Section 22, same also being the Southeast corner of the plat of Weekiwachee Acres Addition, Unit No. Two, as recorded in Plat Book 7, on page 16 of the Public Records of Hernando County, Florida, also being a point on the West boundary line of Spring Hill Unit 21, as recorded in Plat Book 9, on pages 81 through 96 of the Public Records of Hernando County, Florida; thence S00°26'55"W, along said West boundary line, for 1056.47 feet; thence leaving said West boundary line N89°33'05"W, for 600.35 feet; thence N03°16'01"E, for 287.01 feet; thence N47°38'35"W, for 110.64 feet; thence N89°55'52"W, for 215.54 feet; thence N57°01'38"W, for 133.72 feet to the point of intersection with the Southeast corner of the plat of Timber Pines Tract 28, as recorded in Plat Book 26, on pages 22 through 26 of the Public Records of Hernando County, Florida; thence along the easterly boundary of said Timber Pines Tract 28, the following eight (8) courses; (1) thence N32°58'22"E, for 110.69 feet to the point of intersection with a non-tangent curve concave to the Northeast; (2) thence southeasterly along the arc of said curve with a radial bearing N29°41'58"E, and having a radius of 425.00 feet, a central angle of 14°18'04", an arc length of 106.08 feet and a chord bearing S67°27'04"E, for 105.81 feet to the point of intersection with a non-tangent line; (3) thence N15°23'54"E, for 160.00 feet to the point of radial intersection with a curve concave to the Northeast; (4) thence northwesterly along the arc of said curve, having a radius of 265.00 feet, a central angle of 14°18'07", an arc length of 66.15 feet and a chord bearing N67°27'02"W, for 65.98 feet to the point of intersection with a non-tangent line; (5) thence N32°58'22"E, for 21.73 feet to the point of curvature of a curve concave to the southeast; (6) thence northeasterly along the arc of said curve, having a radius of 125.00 feet, a central angle of 40°14'35", an arc length of 87.80 feet and a chord bearing N53°05'39"E, for 86.00 feet to the point of intersection with a non-tangent line; (7) thence N16°47'03"W, for 160.00 feet; (8) thence N00°30'32"E, for 170.05 feet to the point of intersection with the North line of said Section 22, same also being the point of intersection with the South boundary line of aforesaid plat of Weekiwachee Acres Addition, Unit No. Two; thence S89°29'28"E, along said South boundary line, for 826.34 feet to the POINT OF BEGINNING and containing 18.51 acres, more or less.

** OFFICIAL RECORDS **
BK: 1132 PG: 623

LEGAL DESCRIPTION: TIMBER PINES TRACT 30

Commence at the Northeast corner of said Section 22, same also being a point on the West boundary line of the plat of Spring Hill Unit 21, as recorded in Plat Book 9, on pages 81 through 96 of the Public Records of Hernando County, Florida; thence S00°26'55"W, along said West boundary line, same also being the East boundary line of said Section 22, for 1056.47 feet to the POINT OF BEGINNING; thence continue S00°26'55"W, along said boundary line, for 788.30 feet to the point of radial intersection with curve concave to the South, same also being the Northeast corner of the Plat of Timber Pines Tract 32, as recorded in Plat Book 27, on pages 18 through 20 of the Public Records of Hernando County, Florida; thence along the North boundary line of said Timber Pines Tract 32 the following two (2) courses; (1) thence southwesterly along the arc of said curve, having a radius of 840.00 feet, a central angle of 23°59'55", an arc length of 351.84 feet and a chord bearing S78°26'58"W, for 349.27 feet to the point of reverse curvature with a curve concave to the North; (2) thence southwesterly along the arc of said curve, having a radius of 760.00 feet, a central angle of 15°41'01", an arc length of 208.03 feet and a chord bearing S74°17'31"W, for 207.39 feet to the point of intersection with a non-tangent line; thence leaving said North boundary line, N06°38'24"E, for 222.75 feet; thence N07°54'05"W, for 607.73 feet; thence N03°16'01"E, for 95.99 feet; thence S89°33'05"E, for 600.35 feet to the POINT OF BEGINNING and containing 10.81 acres, more or less.

State of Florida



Department of State

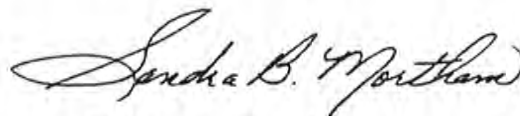
I certify the attached is a true and correct copy of the Articles of Incorporation of TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC., a Florida corporation, filed on April 14, 1997, as shown by the records of this office.

The document number of this corporation is N97000002098.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Fourteenth day of April, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

ARTICLES OF INCORPORATION
OF

TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC.

FILED
97 AUG 14 PM 12:53
TALLAHASSEE, FLORIDA

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 TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC., hereafter called the "Association."

ARTICLE II

ADDRESS

The principal office of the Association is located at 2368 Fairskies Drive, Spring Hill, Florida 34606.

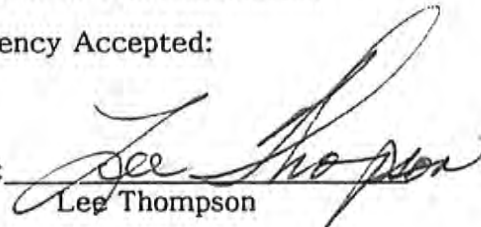
ARTICLE III

REGISTERED AGENT

Lee Thompson, whose address is 2368 Fairskies Drive, Spring Hill, Florida 34606, is hereby appointed the initial registered agent of this Association.

Agency Accepted:

By:


Lee Thompson

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 of the Common Area (as that term is defined in the Declaration) within those certain tracts of property ("Properties") more particularly described on Exhibit A to that certain Declaration of Covenants, Conditions and Restrictions for TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, recorded or to be recorded in the Public Records of Hernando County, Florida ("Declaration"), 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 the Declaration, 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 Properties, or any part thereof, including the Common Area, and to delegate to such party all powers and duties of this Association 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 Association;

(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 (as defined in the Declaration) 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.

** OFFICIAL RECORDS **
BK: 1132 PG: 628

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 and forty-five (45) votes per acre for each Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

(a) on December 31, 2005; or

(b) when Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any conversion, additional land is added by the Declarant hereof, such additional land shall automatically be and become Class B Lots or Units, as appropriate. In addition, if following such addition of land the total votes allocable to all Lots or Units then owned by the Declarant (calculated as if all such Lots or Units are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership

(i.e., excluding the Declarant), then any Class A Lots or Units owned by the Declarant shall automatically be reconverted to Class B.

**** OFFICIAL RECORDS ****
BK: 1132 PG: 629

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 Bylaws. 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	
<i>Lee Thompson</i>	<i>2368 Fairskies Drive Spring Hill, Florida 34606</i>
CLASS B DIRECTOR	
<i>Norman E. Barber</i>	<i>2368 Fairskies Drive Spring Hill, Florida 34606</i>
CLASS C DIRECTOR	
<i>Robert F. Fertig</i>	<i>2368 Fairskies Drive Spring Hill, Florida 34606</i>

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>
<i>Lee Thompson</i> <i>President</i>	<i>2368 Fairskies Drive</i> <i>Spring Hill, Florida 34606</i>
<i>Norman E. Barber</i> <i>Vice President</i>	<i>2368 Fairskies Drive</i> <i>Spring Hill, Florida 34606</i>
<i>John J. Lukaszewski, Jr.</i> <i>Secretary/Treasurer</i>	<i>2368 Fairskies Drive</i> <i>Spring Hill, Florida 34606</i>

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.

** OFFICIAL RECORDS **
BK: 1132 PG: 631

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 Association shall exist perpetually.

ARTICLE XIII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership. The Declarant may amend the Articles, without a vote of the remaining membership, as long as Class B membership exists. No amendment to the Articles which affects the rights of Declarant is effective without the written consent of Declarant.

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	2368 Fairskies Drive Spring Hill, Florida 34606

IN WITNESS WHEREOF, for the purpose of forming this Association 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 31st day of March, 1997.

U. S. HOME CORPORATION

By: _____

ROBERT F. FERTIG
Division President
2368 Fairskies Drive
Spring Hill, FL 34606

STATE OF FLORIDA

COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 31st day of March, 1997, 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.

Lorraine M. Jensen
Print Name: _____
Notary Public
My Commission Expires: _____



BYLAWS

** OFFICIAL RECORDS **
BK: 1132 PG: 633

OF

TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC., hereinafter referred to as the "Association." The principal office of the Association shall initially be located at 2368 Fairskies Drive, 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 TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC., its successors and assigns.

Section 2. "*Properties*" shall mean and refer to that certain real property described in Exhibit A to the Declaration, 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 plat or subdivision map of the Properties, with the exception of the Common Areas.

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. 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 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.

Section 8. "*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 9. "*Unit*" shall mean and refer to any dwelling constructed on any Lot within any portion of the Properties.

Section 10. "*Common Area*" shall mean all portions of the Properties designated as "Common Area" on the recorded Plats thereof, except Common Area "D" as shown on the Plat of Timber Pines Tract 29.

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 at such time, date and place as the Board may determine.

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, except as prohibited or limited by law. 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.

Section 6. Declarant Control of Association. As provided by law, Declarant shall have the right to appoint the entire Board of Directors until three (3) months after ninety percent (90%) of the Lots subject to the Declaration have been conveyed to Owners. At that time, the Owners shall elect a majority of the Board. The Declarant shall have the right to vote on a minority of the Board, and shall have the right to elect one (1) Board member as long as it owns at least five percent (5%) of the Lots subject to the Declaration.

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 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 total number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Nothing herein shall limit any right established by law for a director to attend meetings of the Board by conference telephone call.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt, publish, amend, modify and rescind rules and regulations governing the use of the Parcels, Lots, Units, Common Area and related 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 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 Properties, or any part thereof, including the Common Area, and to delegate to such party all powers and duties of this Association 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 Association; and

(f) perform all obligations, duties and powers conferred in the Declaration.

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 Ponds to be maintained; and

(h) cause such other obligations of the Association as stated in the Declaration to be performed.

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.

ARTICLE IX

COMMITTEES

The Association may appoint such committees as it deems 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 rate of eighteen percent (18%) per annum, or \$5.00, whichever is greater, and impose a late fee. The Association may bring an action at law against the Owner personally obligated to pay

the same or foreclose the lien against the Lot, 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.

ARTICLE XII

CORPORATE SEAL

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

*TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION OF TIMBER PINES, INC.
FLORIDA
"NOT FOR PROFIT"
1997*

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 TALL PINES - GOLF VIEW MAINTENANCE ASSOCIATION 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 31ST day of MARCH, 1997.

TALL PINES - GOLF VIEW MAINTENANCE
ASSOCIATION OF TIMBER PINES, INC.

By: _____

John J. Lukaszewski, Jr.
Secretary
2368 Fairskies Drive
Spring Hill, Florida 34606

R c/o Lee Thompson