

## **COMPILED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT FAIRWAY OAKS**

**This is an unofficial compiled copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded April 14, 2011 in O.R. Book 8537, Page 3196, et seq., and as subsequently amended in O.R. Book 8857, Page 1592 et seq., and O.R. Book 9014, Page 2224, et seq., all within the Public Records of Pasco County, Florida. Please refer to the above referenced documents recorded in the Public Records of Pasco County for the official records of the Association.**

Declaration covering The Preserve at Fairway Oaks Unit One, a Subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 30, Pages 137 through 140; The Preserve At Fairway Oaks, Unit Two, according to the plat thereof recorded in Plat Book 33, Pages 28 through 30, inclusive; Fairway Oaks, Unit Two-A, according to the plat thereof as recorded in Plat Book 28, Pages 113 through 115, inclusive; The Preserve at Fairway Oaks Unit Three, according to the plat thereof as recorded in Plat Book 35, pages 27 through 30, inclusive; Fairway Oaks Unit Three-A, according to the plat thereof as recorded in Plat Book 29, Pages 29 through 34, inclusive; Fairway Oaks Unit Four, according to the plat thereof as recorded in Plat Book 29, Pages 122 through 123, inclusive; Fairway Oaks Unit Five, according to the plat thereof as recorded in Plat Book 29, Pages 137 through 140, inclusive; Fairway Oaks Unit Six, according to the plat thereof as recorded in Plat Book 30, Pages 107 through 110, inclusive; The Preserve at Fairway Oaks Unit One, according to the plat thereof as recorded in Plat Book 30, Pages 137 through 140, inclusive; Fairway Oaks Unit Seven, according to the plat thereof as recorded in Plat Book 32, Pages 56 and 57, inclusive; The Preserve at Fairway Oaks Unit Five, according to the plat thereof as recorded in Plat Book 33, Pages 28 through 30, inclusive; Fairway Oaks Unit Three-B, according to the plat thereof as recorded in Plat Book 35, pages 31 through 33, inclusive, Public Records of Pasco County, Florida; The Preserve at Fairway Oaks Unit Three, according to the plat thereof as recorded in Plat Book 35, Pages 27 through 30, inclusive; Preserve at Fairway Oaks Unit Four, according to the plat thereof as recorded in Plat Book 39, Pages 23 through 29, inclusive; and Preserve At Fairway Oaks Unit Four, according to the plat thereof as recorded in Plat Book 39, Pages 23 through 29, inclusive, each and all within the Public Records of Pasco County, Florida into the Master Association and collectively referred to herein as "The Preserve at Fairway Oaks."

**WHEREAS**, Developer has caused to be incorporated under the laws of the State of Florida, The Preserve at Fairway Oaks Homeowner's Association, Inc., as a Florida corporation, not-for-profit, for the purposes hereinafter set forth.

**NOW, THEREFORE**, for the purposes of enhancing and protecting the value, attractiveness and desirability of the Lots constituting the Lots in The Preserve At Fairway Oaks, Developer has declared that all of the platted real property described above and all property annexed hereto, and each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the

above described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof, as provided for hereinafter.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.** “Association” shall mean and refer to The Preserve at Fairway Oaks Homeowner’s Association, Inc., a Florida corporation, not-for-profit, its successors and assigns.

**Section 2.** “Fairway Oaks Association” shall mean and refer to the Fairway Oaks Homeowner’s Association, Inc., a Florida corporation, not-for-profit, its successors and assigns.

**Section 3.** “Owner(s)” shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, or unit, as hereinafter defined, which is a part of the hereinabove-described property and annexed hereto and made a part hereof, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

**Section 4.** “Common Area” as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement(s) is granted to the Association for the Maintenance of same, including but not limited to drainage easements, if applicable, and entrance amenities, whether conveyed to the Association or provided by easement, and any and all improvements constructed thereon, for the common use and enjoyment of the Owners; provided, however, the use and enjoyment of the Common Areas may be restricted or prohibited as provided herein, or as may be, from time to time, determined by the Association.

**Section 5.** “Developer” shall mean and refer to the person or entity who has developed the above described property, its successors and assigns.

**Section 6.** “Lot” shall mean and refer to any residential Lot, as shown on the recorded plat, or the attached Exhibit “A”, as referred to above with the exception of the Common Areas.

**Section 7.** “Subdivision” shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

**Section 8.** “Member” shall mean every person or entity who holds membership in the Association, as hereinafter provided.

**Section 9.** “Maintenance” shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to drainage and buffer easements, if applicable, entrance features and the buildings, roads, landscaping, lighting and other related improvements

and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. If determined to be necessary by the Association through its Board of Directors. Maintenance shall further mean keeping those dedicated areas not part of the Common Area clean and free of debris. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth. It is the intent of the Developer to construct single family garden patio homes in the Subdivision, whereby the Association shall maintain the lawns, landscaping, originally installed by the Developer, sprinkler systems, exterior painting of the dwelling units and roof Maintenance, repair, and replacement. The term "Maintenance" shall, therefore, include the above stated responsibilities of the Association, to be provided as needed when and as determined by the Board of Directors or, by a committee appointed by the Board of Directors.

**Section 10.** "Lot" shall mean and refer to any numbered plot of land shown upon the recorded Subdivision plat of any unit within The Preserve at Fairway Oaks but excluding Tract "E" and other Common Areas.

## ARTICLE II

### PROPERTY RIGHTS

**Section 1.** Owner's Easements of Enjoyment. The plat of THE PRESERVE AT FAIRWAY OAKS UNIT ONE reflects thereon Tract "E" upon which Developer has constructed a swimming pool and gazebo, the plat of THE PRESERVE AT FAIRWAY OAKS UNIT THREE reflects thereon Tract "G" upon which Developer has also constructed a swimming pool and gazebo. Both Tracts "E" and "G" shall be deemed a part of the Common Area. Every Owner of a Lot shall have a right and easement of enjoyment in and to Tracts "E" and "G," which shall be appurtenant to and shall pass with the title to said Lot or Unit, subject to the following provisions.

**A.** The right of the Association to adopt reasonable rules and regulations for the use thereof;

**B.** The right of the Association to suspend the voting rights and right to use Tracts "E" and "G" by an Owner for violation of the terms and conditions of this Declaration, including but not limited to:

(1) any period during which any assessment against any Lots or unit remain unpaid; or

(2) for a period not to exceed sixty days, for any infraction by an Owner, Tenant or Guest of the published rules and regulations of the Association.

**C.** The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by a

majority of all of the Lot owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association officers has been duly filed among the Public Records of Pasco County, Florida, with formalities necessary for the recordation of a deed.

**Section 2. Other Easements.**

**A. Utilities.** Easements for installation and Maintenance of utilities and drainage and conservation facilities are shown on the recorded Subdivision plat or by separate instrument recorded in the Public Records of Pasco County, Florida. Within these easements, no structure, shrubbery, trees, bushes, or other material shall be placed or permitted to remain which may damage or interfere with the installation and Maintenance of utilities or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

**B. Platted Easements and Tracts.** The plat of The Preserve at Fairway Oaks Unit One reflects certain tracts identified thereon as Tracts “A”, “B”, “C” and “F”. Tracts “A” and “B” have been, or shall be conveyed (by easement or otherwise) to the Fairway Oaks Homeowner’s Association, Inc., (hereinafter referred to as “Fairway Oaks Association”), by Developer. Tract “A” shall be used and maintained by Association solely for drainage purposes for the benefit of the Subdivision, Fairway Oaks Subdivision, the property lying to the west and northwest of the Subdivision designated for commercial purposes, and such other properties as designated or required by the governmental agency or agencies having jurisdiction thereof, together with such additional property or properties that naturally drain therein. The Owners of the Subdivision, and of other properties for whose benefit Tract “A” is established, shall have no right of use and enjoyment in and to said Tract “A”, except for drainage retention purposes. Further, the adjoining commercial property shall have the right to the use of drainage easements as shown on the plat for purposes of access to and from Tract “A”, for construction, Maintenance, repair and replacement of drainage facilities to be located therein. Developer shall construct entrance amenities on Tract “B”, which Tract shall be used solely for such purpose and which shall be maintained by the Fairway Oaks Association. Buffer walls have been built and developed across Tracts “C” and “F” on the Subdivision plat, and across certain Lots within the Subdivision. It shall be the Association’s responsibility to maintain, repair and replace all buffer walls and any improvements related to the buffer walls and/or landscaping located in the easement areas for the buffer walls, across Tracts “C” and “F” and across the Lots in the Subdivision. Owners may not install any landscaping or improvements in the buffer wall easements without express authority and approval in writing from the Association. Any landscaping and/or improvements installed on the buffer wall easements by the owners without Association approval may be removed by the Association at the Owner’s sole expense. Owners shall be also liable for any damage to the buffer walls caused by their installation of landscaping or other improvements in the buffer wall easement areas, or any damages caused by negligence of such owners or their agents, tenants, guests, invitees, or licensees. Developer shall convey, or grant, an Easement to, the Fairway Oaks Association over, through and across Tracts “C” and “F”, for purposes of Maintenance, upkeep, repair and replacement of a buffer wall and related facilities located therein and thereon. Further, said plat reflects a buffer easement over, through and across certain Lots within the Subdivision which shall contain a buffer wall and certain

facilities. Developer shall grant an easement to Fairway Oaks Association for purposes of Maintenance, upkeep, repair and replacement of the buffer wall and related facilities located in said buffer wall easement.

**C. Dwelling Units Structure.** No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporation, their employees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

**D. Easement Rights of Developer and Owners.** Developer has constructed single family patio homes upon the Lots with zero (0) or minimal setbacks to Lot lines. Association is hereby granted such easement for Maintenance, repair, upkeep, and replacement including, but not limited to, painting, landscaping, repair, or replacement of structural matters such as walls and roofs. In such event, Association shall use reasonable care not to alter or damage the easement area, and repair and restore any such damage; provided, however, no Owner shall improve or alter such easement area by constructing or placing any landscaping or other improvements in such area without the prior written consent of Association. Any landscaping and/or improvements installed on the Association's easements by the owners without Association approval may be removed by the Association at the Owner's sole expense. Owners shall be also liable for any damages caused by their installation of landscaping or other improvements in the easement areas, or any damages caused by negligence of such owners or their agents, tenants, guests, invitees, or licensees. Additionally, in the event any such improvements, including without limitation, eaves and gutters, constructed on a Lot by Developer encroach upon an adjoining Lot, such adjoining Lot Owner, by the terms hereof, does hereby grant a perpetual easement over, through, under and across the area encroached upon for the exclusive use of the Owner of the improvements located thereon as well as the Association for Maintenance of such improvements. Such easement shall be construed as permitting and authorizing such improvements provided the encroachment does not exceed one foot (1').

**Section 3.** **No Partition.** There shall be no judicial partition of the Common Area nor shall any Owner or other person or entity acquiring any interest in the subject property or any part hereof, seek judicial partition thereof.

### **ARTICLE III**

#### **MEMBERSHIP IN - ASSOCIATION: VOTING RIGHTS**

**Section 1.** **Membership.** Every Owner of a Lot which is subject to Assessment shall be a Member of Association. Memberships shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

**Section 2.** **Class of Voting Memberships.** The Association shall have one (1) class or voting membership. Members shall be entitled to one (1) vote for each Lot owned. When more

than one (1) 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 (1) vote be cast with respect to any Lot and the vote must be cast by one (1) of the owners designated by the other Owner(s) to do so.

**Section 3.** Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the Members of the Association, shall be a majority of the Members, unless expressly provided otherwise, in this Declaration, in the Articles of Incorporation, or in the By-Laws of The Preserve at Fairway Oaks Homeowner's Association, Inc., as the same may be amended from time to time.

## ARTICLE IV

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. The Owner, for each Lot owned 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:

- A. General Assessments or charges, which may be levied annually, semi-annually, quarterly or monthly, as determined by the Board of Directors; and
- B. Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided; and
- C. Reserves for anticipated repair or replacement of capital improvements including, but not limited to, exterior painting of dwelling units and roof repairs, Maintenance and replacement.

The general and special Assessments and reserves, 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. Subject to the subordination provided in Section 8 hereof, the lien of the Association shall relate back to the date on which the original Declaration of the community was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records in Pasco County, Florida. Each such Assessment, together with maximum interest allowed by law, applicable late charges as may be from time to time established by the Association, 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. Additionally, a Lot 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 Owner may have to recover from the previous Owner the amounts paid by the Owner.

**Section 2. Purpose of Assessments.** The Assessments and reserves levied by the Association shall be used exclusively to:

**A.** Promote the recreation, health, safety, and welfare of the Members of the Association; and

**B.** Provide for the improvement and maintenance of the Common Area including, but not limited to Tracts “E” and “G,” and if determined to be necessary by the Association, through its Board of Directors, the cleaning of and debris removal from the dedicated areas; and

**C.** Provide for the Maintenance, care, and upkeep of lawns, sprinkler systems, exterior painting and roofs on all Lots.

The Board of Directors is hereby empowered to prepare and adopt an annual budget and based thereon to determine the amount of the general and special Assessments and reserves, in carrying out the purposes for which the general Assessment shall be made as set forth hereinafter and subject to the economic reality of the sums necessary to be expended in providing the items of service as set forth herein and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from Assessments and reserves, certain items of service which may include, but may not be limited to, the following:

**1.** Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Area and any improvements located thereon;

**2.** Maintenance of the grounds for the Common Area, including but not limited to the improvements on Tracts “E” and “G,” dedicated areas and any area or areas therein, including but not limited to sprinkler system, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a Lot, and in the Common Area and the rights-of-way outside the Common Area including but not limited to any main entrance-way(s) to said Subdivision, and any drainage conservation or landscaping easements;

**3.** Carry and pay for public liability and other insurance, insuring the Association and its officers and directors against any and all liability to any owner and others arising out of the occupancy and/or use of the common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased at the discretion of the Board of Directors upon a proper vote as set forth in the Bylaws hereto at a meeting duly called for the purpose of determining the annual assessments; specifically, the Association shall obtain insurance for all insurable improvements on Tracts “E” and “G” against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost less any deductible of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all of Tracts “E” and “G” from any and all damage or injury caused by the

negligence of the Association or any of its employees or agents, which public liability policy shall have at least a \$500,000.00 single person limit for bodily injury and property damage, and a \$1,000,000.00 minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals at least the full replacement cost;

4. Sewer and water for the Common Area and any and all improvements located thereon;

5. Maintenance of drainage and conservation area(s), if applicable, and facilities therein or thereon;

6. Any and all legal fees, accounting fees and miscellaneous management fees, that are necessary and proper in the opinion of the Board of Directors and any and all materials, supplies, labor, services, Maintenance, insurance, taxes or Assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-laws, or which is necessary or proper in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions;

7. Any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-laws at a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association;

8. The replacement of all mailboxes as deemed necessary by the Board of Directors; and

9. Trash collection for service to all Lots by a contractor hired by the Association.

**Section 3.** Maximum General Assessments.

A. The maximum general Assessment may be increased each year not more than fifteen percent (15%) above the maximum Assessment for the previous year without a vote of the membership. The maximum general Assessment may be increased above fifteen percent (15%) only by a vote of not less than a majority of all the Lot owners who are voting in person or by proxy, at a meeting duly called for this purpose.

B. The Board of Directors may fix the general Assessment at an amount not in excess of the maximums set forth hereinabove required for the purposes set forth in Article IV, Section 2.

**Section 4.** Special Assessments. In addition to the general Assessments authorized above, the Board of Directors may levy, in any Assessment year, a special Assessment



applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or upon any Lot(s) wherein the cost and obligation thereof is, by this Declaration, assumed by Association, provided that any such Assessment shall have the assent of not less than a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5.** Reserves. The Board of Directors shall establish a reserve fund for anticipated capital improvements as provided herein for Maintenance, repair, and replacement of improvements on the Common Area and upon the Lots for which the Association has assumed. The estimated reserves are as reflected on Exhibit "B" attached hereto and by reference made a part hereof.

**Section 6.** Maintenance Contract. In regard to the obligation of the Association to maintain the premises as provided herein, the Association, by and through its Board of Directors, shall have the right and power to contract with a Maintenance company to carry out the obligations in regard to the Maintenance as set forth hereinabove.

**Section 7.** Uniformity. Both general and special Assessments must be fixed at a uniform rate for all Lots.

**Section 8.** Subordination of the Mortgages. The lien of the Assessments provided for herein shall be subordinate lien of any institutional first mortgage securing an indebtedness. An institutional first mortgage referred to herein shall be a mortgage upon a single Lot/unit originally granted to and owned by a bank, savings and loan association, or through their respective loan correspondents, intended to finance the purchase of a Lot/unit or its refinance or secure loan when the primary security for the same is the single Lot/unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a Lot/unit and obtain title to said Lot/unit secured by such first mortgage by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Lot/unit, the first mortgagee shall pay its share of the general and special Assessments and reserves, as provided for herein. The sale or transfer of any Lot/unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof. Notwithstanding the foregoing, a first mortgagee, or its successor or assignees, who acquire title to a unit by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that came due prior to the mortgagee's acquisition of the property in the manner determined and set forth in the Florida Statutes, as amended from time to time.

**Section 9.** Budget. The Association, subject to the maximum general and special Assessments and reserves provided for herein, shall assess the Members annually or semi-annually, quarterly or monthly, through its Board of Directors, a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors and will instruct its Members to commence with payments of their respective Assessments to the Association.

## **ARTICLE V**

### **EXTERIOR MAINTENANCE**

Allocation of responsibility for exterior Maintenance, repair and replacement, and Maintenance upon the Lots and Common Areas is as follows:

**A.** The Association shall maintain all Common Areas, which include, without limitation, the pool and pool cabanas, and all improvements associated therewith, the entrance monuments, and perimeter fencing and walls.

**B.** The Association shall be responsible for painting the exterior of the dwellings. The painting cycle, specifications, materials and colors shall be determined by the Association, although the Association may allow an Owner to choose a desired color from its approved color palette. No exterior changes or additions to the exterior of the dwellings shall be made without prior written approval from the Association or its Architectural Review Committee. Any painting required for proper completion of an approved exterior change or addition shall be in strict compliance with the Association's painting specifications, colors and standards. Costs associated with requested changes or additions are the Owner's responsibility.

**C.** The Association shall maintain all lawns located upon all Lots. Lawn Maintenance shall include mowing, fertilizing, and weed and insect control as allowed by governmental regulations and at the sole discretion of the Association. The Association shall be responsible for pruning and trimming all landscaping, shrubbery and plantings provided by Developer at the front of the house. Owners shall not contract for lawn service independently. The Association shall maintain the sprinkler system installed by the Developer on the Lots, however, the cost of new timers, rain sensors, additional valves, pipes or sprinkler heads installed on a Lot, are solely the Owners' responsibility.

**D.** Exterior Maintenance Cost. Notwithstanding the general Maintenance responsibilities set forth above, the Owner shall be responsible for any Maintenance, repair or damage which would otherwise be the responsibility of the Association in the event such damages are caused, in whole or in part, by willful or negligent actions of an Owner, or a tenant, or a guest, invitee, licensee or other occupant of, or visitor to, the dwelling. The Owner and any tenant are jointly and severally liable for any costs of repair and any damage caused to property which the Association is otherwise responsible for maintaining and repairing, if a dwelling unit is rented at the time such damage is done. The cost of such exterior Maintenance shall be added to and become a part of the Assessment to which said Lot is subject. The Association may enter upon the Lot when necessary and with as little inconvenience to the owners as possible in connection with such Maintenance care and preservation set forth hereinabove.

**E.** After the effective date of this amendment, the Association shall not be responsible for maintaining, repairing and/or replacing the dwelling roofs. However, in recognition of the Association's prior responsibility for same, the Association shall replace each dwelling roof on a schedule determined appropriate by the Board of Directors before turning over the maintenance, repair and replacement responsibility to the Owner in the manner set forth

below.

1. The Association's roof replacement project for all 252 dwellings commenced in December of 2018 and the entire planned replacement program is estimated to be complete in 2028.
2. The Board of Directors shall, in its sole discretion, determine the scheduling of replacement roofs on the dwellings in each year of the 10-year plan.
3. Until such time as a dwelling roof is replaced by the Association under this plan, the Association shall remain responsible for roof maintenance and repairs.
4. After completion of each individual dwelling roof replacement, the Association shall no longer be responsible for maintaining, repairing and/or replacing that dwelling roof. The warranty covering labor and materials will be issued to each individual home owner, and future maintenance, repairs and/or replacement of the dwelling roof shall be the owner's responsibility.
5. In order to maintain the overall visual integrity of the community, any future maintenance, repair and/or replacement work performed on the dwelling roofs by the owners shall be subject to any and all architectural restrictions contained herein, and any standards and guidelines adopted and amended by the Association from time to time relating to the color, type, and manufacturer of the roof shingles that may be used on the dwellings.
6. Owners shall only use licensed and insured roofing contractors to perform work on the dwelling roofs.
7. The requirements of this paragraph shall be deemed fulfilled by the Association as to any dwelling roofs that have been replaced by the Association within one year prior to the effective date of this amendment (such roofs need not be replaced by the Association again).

## **ARTICLE VI**

### **SUBDIVISION USE RESTRICTIONS**

The Subdivision shall be occupied and used only as follows:

- A.** Each Subdivision Lot shall be used as a residence for a single family and for no other purpose, specifically prohibiting by way of example and not limitation, the use of a residence for a care facility for compensation.
- B.** No business of any kind shall be conducted in any Subdivision residence which can be detected by sight, sound, or odor from the outside of the residence. No business of

any kind shall be conducted in any Subdivision residence which requires customers, clients, employees, agents, or any other person who does not reside in that residence to come to the residence for any business purpose.

**C.** No noxious or offensive activity or nuisance shall be carried on, in or about any Subdivision Lot, unit, or Common Area.

**D.** No sign of any kind shall be displayed to public view on a Subdivision Lot, unit or in the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than six (6) square feet in size advertising a Lot or unit for sale or rent. The display of said signs shall be governed by the Association as its Members through the Association's By-laws shall permit.

**E.** Nothing shall be done or kept on a Subdivision Lot or on or about the Common Area or drainage easement(s) which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

**F.** No animal, livestock or poultry of any kind shall be raised, bred or kept on any Subdivision Lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on Subdivision Lots so long as they are not kept, bred or maintained for commercial or business purposes. No pet shall be kept outside on a Lot, or allowed to be off leash and/or roaming freely.

1. Other than the foregoing, the Association is not assuming any authority or control over an Owner's right to keep pets on a Lot in the Subdivision. However, each Owner shall comply with all laws, rules and regulations of Pasco County and the State of Florida pertaining to the subject matter hereof, including but not limited to the type and number of pets.

2. If any animals in the Subdivision (domestic or feral) create a nuisance or dangerous condition, the owner or resident identifying such nuisance or dangerous condition shall contact Pasco County Animal Control to report the matter for corrective action. Enforcement, control, and the correction of problems associated with domesticated and feral animals shall be handled solely under the jurisdiction of Pasco County Animal Control.

3. Feeding of feral or wild animals is strictly prohibited. Owners or residents shall not provide any source of or access to food that will attract wild animals or birds of any kind. Notwithstanding the foregoing, bird feeders specifically designed for small birds such as robins, finches, blue jays, humming birds, etc. are permitted. If feeding of wild animals is observed, the owner identifying the problem shall contact Pasco County Animal Control to report this activity.

**G.** No rubbish, trash, garbage or other waste material shall be kept or permitted on any Subdivision Lot or on the Common Area or dedicated areas except in sanitary containers located in appropriate areas concealed from public view.

**H.** No outbuilding, basement, tent, shack, shed, carport, trailer, boat, recreational vehicle (RV), storage bin, portable on demand storage unit (pod), hopper, or temporary structure of any kind shall be permitted upon any Subdivision Lot or upon the Common Area within the Subdivision either temporarily or permanently. Notwithstanding the foregoing, a recreational vehicle (RV) may be kept upon a driveway of a residential dwelling unit for up to twenty-four (24) consecutive hours for loading or unloading, provided that the recreational vehicle (RV) has been outside of the Subdivision at least forty-eight (48) consecutive hours prior to the period of loading or unloading, and with good cause provided to the Association's Board of Directors, an exception to the foregoing prohibition may be made for temporary use of a trailer, storage bin, or pod, provided it is being actively loaded or unloaded and such use does not exceed one hundred twenty (120) consecutive hours (five days' time).

**I.** No oil drilling or development operation or refining, quarrying or mining operation of any kind shall be permitted upon or in any Subdivision Lot, nor shall any oil well, tank, tunnel, mineral excavation or shaft used in conjunction with any oil drilling or development operation, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Subdivision Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained, or permitted on any Subdivision Lot.

**J.** There shall be a minimum setback for all Subdivision dwellings as required by Pasco County, Florida.

**K.** No building or structure shall be erected, altered, placed or permitted to remain on any Subdivision Lot other than one detached single-family dwelling approved prior to erection by the Association in writing.

**L.** Other than the above mentioned single-family dwelling, no building may be erected on any Subdivision Lot.

**M.** The Association shall maintain all lawns located upon all Lots, and in the Common areas, together with exterior painting of all dwelling units. No fence or hedge or planting designed or installed to simulate a fence shall be permitted on the Lots. Further, no shrubbery or plantings shall be emitted unless prior written approval is obtained by the Owner from the Association or a designated committee or representative of the Association and further provided that the Owners shall be responsible for maintaining, pruning and trimming all landscaping, shrubbery, and plantings except as provided by the Developer. These provisions shall not be applicable to Tract "E" or other Common Area wherein Developer has constructed improvements or may be required by the governmental agency having jurisdiction thereof.

**N.** No building or structure shall be moved onto any Subdivision Lot or parcel in the area covered by these restrictions, it being the intent of the imposition of these

restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon.

**O.** All cans and containers of any sort for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side of the Subdivision Lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in front of any Subdivision Lot. No Subdivision Lot shall be used as a dumping ground for rubbish.

**P.** No swimming or motorized boating is allowed in any lake, canal, or body of water within or contiguous to the Subdivision property.

**Q.** No Subdivision dwellings shall have a square footage of less than one thousand (1,000) square feet of air conditioned living space, exclusive of screened areas, open porches, terraces, patios, and private attached garages.

**R.** No private well will be permitted on any Subdivision Lot.

**S.** Lot Owners shall be solely responsible for the removal of trees from their Lots and such tree removal shall not require approval by the Association. However, Lot Owners shall be responsible for obtaining, paying for, and compliance with any and all governmental permits that may be required for such removal. Removal of trees must include stump grinding below the surface of the yard to protect lawn service crews and equipment from harm, unless the tree is located within a planting bed that does not require lawn service and will remain on the Lot.

**T.** All oil tanks, bottle gas tanks and similar structures or installation shall be placed under the surface of the ground or in the interior dwelling so as not to be visible from the street or objectionable to any adjacent Subdivision Lot, and shall be kept in a clean and sanitary condition. A water softener tank may be installed outside of a dwelling if it is concealed from view from the street and the installation is approved by the Architectural Control Committee.

**U.** No above-the-ground swimming pools shall be installed and/or maintained on any of the Subdivision Lots in said Subdivision. The foregoing shall not prohibit the use of a portable or removable kiddie pool with less than one foot (1') of water.

**V.** Easements for installation and Maintenance of utilities are reserved as shown on the recorded plat or as may heretofore or hereafter be provided by separate instrument. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and Maintenance of utilities. The easement area of each Subdivision Lot and all improvements in it, as may be approved by the Association, shall be maintained continuously by the Association except for those improvements for which a public authority or utility company is responsible.

**W.** No Subdivision Lot shall be subdivided, or boundaries changed, except with the written consent of the Association.

**X.** All Subdivision dwelling units shall have not less than a one-car attached garage available for use for parking or storage of a motor vehicle and a concrete or asphalt driveway.

**Y.** Nothing shall be altered in, constructed on, or removed from the Common Area or drainage and conservation area, except with the written consent of the Association.

**Z.** The Association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the Subdivision and to prevent such nuisances as may arise from-time to time as relates to the use of the Subdivision Lots and the Common Area, as set forth in the By-laws of the Association.

**AA.** No Subdivision dwelling unit shall exceed two and one-half (2-1/2) stories in height.

**BB.** Each residence shall have sodded front, side and rear lawns, including easements and rights-of-way with the sodding completed to the curb. All such lawns shall be maintained by the Association in clean and presentable condition. No gravel or other artificial lawns of any kind whatsoever are permitted.

**CC.** It is the intent of these Covenants, Conditions and Restrictions that in the event of a conflict between same and any covenant, condition or restriction of a governmental agency imposing similar covenants, conditions and restrictions that the more strict or restrictive provisions shall apply.

**DD.** If the parties hereto (including Owners), or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or Subdivision herein or the Association to prosecute any proceedings at law or in equity against the person or persons violating the same, and the prevailing party shall be entitled to recover all costs incurred therein including reasonable attorneys' fees incurred in any court proceeding including appellate actions.

**EE.** No lawns, landscaping, exterior dwelling painting or repair, or any other alteration to the exterior of a dwelling or lot shall be performed or done by the Owner, or their designated representative, agent, successor, heir or assign without the prior written approval of the Association, its authorized designee or agent.

**FF.** No Owner shall make or cause to be made any structural alteration to or in his dwelling or to do any act that will alter the exterior appearance of the dwelling, unless and until prior written approval is obtained by said Owner from the Association.

**GG.** Any Owner may delegate in accordance with the By-laws and rules and regulations of the Association, as from time to time adopted, his or her right of enjoyment to Tract “E” to members of his or her family, tenants, and other social invitees or guests; provided that the use of such facilities by said invitees or guests shall be occasional only and such person or persons shall be accompanied by the Owner or tenant, as the case may be.

**HH.** Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the Bylaws and rules and regulations of the Association.

**II.** The use of Tracts “E” and “G” and facilities located thereon shall be governed by reasonable rules and regulations and amendments thereto which shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless the same are amended or modified by the Board of Directors of the Association in a regular or special meeting and approved by a vote of the majority of Members who participate in the voting in person or by proxy. The Board shall have the authority to impose reasonable monetary fines and other sanctions for failure to comply with the rules and regulations. Such fines may be enforced by lien and foreclosure as is provided herein for delinquent assessments.

**JJ.** No antennae or satellite broadcasting or receiving device shall be permitted on any Lot within the Subdivision, except as hereafter provided. Satellite dishes, aerials and antennas shall not be permitted on the dwelling roofs, and are only permitted to be installed on the exterior of the dwellings to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas, and all lines and equipment related thereto which shall be permitted on the common elements. As to any installations which are required to be permitted by applicable law, or which may be approved by the Association, the following minimum standards shall be applicable:

**1.** No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.

**2.** All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the dwellings and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, the Association may require inexpensive screening or painting in a color compatible with the dwelling, in order to minimize any adverse impact.

**3.** Owners will be required to maintain all installations in a safe and proper manner. Any damages or losses caused by such installations shall be the Owner’s responsibility.



4. No Owner may install or maintain more than one (1) antenna or satellite dish on their Lot at any time.

5. If any portion or section of this section is determined to be unenforceable or invalid under applicable law, this shall not affect the validity of the remaining provisions.

**KK.** Each Lot shall have a uniform mailbox which shall be provided by the Association at the expense of the Association.

**LL.** No open air burning of any items or debris, including but without limitation, branches, leaves, twigs, weeds, grass clippings, trash, garbage, etc. is permitted on any Lot or anywhere within the walled or fenced perimeter of the community.

**MM.** Motorized vehicles, when parked or stored shall be parked on a driveway or in a garage and shall not block any sidewalk.

**NN.** Hurricane protection devices and materials (permanently installed metal shutter systems, plywood or other wood materials, corrugated metal panels, fabric sheets, etc.) for windows, doors and other openings are only to be deployed when a severe weather (tropical storm/hurricane) watch or warning has been declared for the geographical area. The permanently installed shutter systems shall be opened and the temporary devices shall be removed within forty-eight hours after the severe weather has passed or within forty-eight hours after the resident is permitted by local and/or state government authorities to return home, whichever is the latest.

## **ARTICLE VII**

### **SUBDIVISION ARCHITECTURAL CONTROL**

A. Approval Required. No dwelling, or improvement shall be commenced, erected, installed or maintained upon a Lot, nor shall any exterior modification, addition, change or alteration be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials and location of same shall have been submitted to and approved by the Association, in writing, as to the harmony or external design and location in relation to the other Lots and dwellings in the Subdivision. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons therefore. In the event the Association fails to approve or disapprove within forty-five (45) days after receipt of a written request to do so accompanied by complete plans, specifications, working drawings and elevations, showing the proposed exterior addition, change, alteration or reconstruction, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the forty-five (45) day period.

In reviewing any particular application, the Association shall consider whether the proposed alteration or improvement will:

- (i) Assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Subdivision; and
- (ii) Preserve the value and desirability of the Subdivision as a residential community; and
- (iii) Be consistent with the provisions of this Declaration and any adopted Architectural Standards; and
- (iv) Be in the best interest of all Owners in maintaining the value and desirability of the Subdivision as a residential community.

**B.** Architectural Review Committee. The Association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of this Declaration pertaining to exterior changes or alterations to a dwelling or Lot, to an Architectural Review Committee comprised of three (3) Members appointed by the Board of Directors.

**C.** Design Standards. The Association or appointed ARC shall, from time to time, subject to this Declaration, adopt, promulgate, amend, revoke, and enforce standards and guidelines, hereinafter referred to as the “Architectural Design and Maintenance Standards” for the purposes of:

- (i) Governing the form and content of plans and specifications to be submitted to the ARC for approval pursuant to this Declaration; and
- (ii) Governing the procedure for such submission of plans and specifications; and
- (iii) Establishing standards and guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any improvement, and all other matters that require approval by the ARC pursuant to this Declaration; and
- (iv) Establishing guidelines for approval of landscaping changes; and
- (v) Setting forth the specific responsibilities of the Association and Owners, together with the Maintenance standards for all exterior improvements on the Lots.

**D.** Violations. If any improvement, modification, alteration or landscaping shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Association or ARC pursuant to the provisions of this Article, such erection, placement, Maintenance, or alteration shall be deemed to have been undertaken in

violation of this Article and without the approval required herein. The Association shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner fails to cure the stated violation within thirty (30) days after the notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Upon reasonable notice to the Owner, the Association may, but is not required to, enter upon a Lot to remove any unauthorized alterations, and shall charge the cost of any such remedial action against the Lot as a specific Assessment.

**E.** Casualty Loss. Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for approval of reconstruction, rebuilding or repair of the residence in a manner which will provide for an exterior and design which existed prior to the casualty.

## **ARTICLE VIII**

### **OWNERS' OBLIGATION TO REPAIR**

Each owner shall, at his sole cost and expense, maintain, repair and replace all improvements on his/her lot (other than those portions to be maintained by the Association as specifically set forth herein), keeping the same in a condition comparable to the condition of such residence and lot at the time of its initial construction, excepting only normal wear and tear.

## **ARTICLE IX**

### **OWNERS' OBLIGATION TO REBUILD**

If all, or any portion of a dwelling, is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner or the Owners.

## **ARTICLE X**

### **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 and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys'

fees whether incurred prior to, during or after litigation, trial or appeal. Failure by the Association or 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.

**Fining.** The Association may impose fines against Owners, tenants and other persons, up to the maximum amount allowed by Florida law as amended from time to time, for violations of this Declaration, or any other regulations or restrictions contained in the governing documents of the Association, including but without limitation the Associations' Design Guidelines. Before any fine becomes final the person(s) proposed to be fined will be entitled to notice and an opportunity for a hearing, in accordance with any requirements of Florida law, and such additional policies and procedures as may be adopted by the Association. The Association shall also be entitled to recover all costs and attorneys' fees incurred in connection with the adoption and enforcement of the fine.

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

**Section 3.** **Duration and Amendments.** The covenants and restrictions of this Declaration shall run with the land for a term of thirty (30) years from the date that the Declaration is recorded, after which it shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by not less than two-thirds (2/3) of the then Owners of the Lots, agreeing to change, modify or alter this Declaration in whole or in part, is recorded.

Amendments to the Declaration may be proposed by the Board of Directors, or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment proposed by the Lot Owners is subject to editing as to form and legality by legal counsel for the Association. The specific wording of any proposed amendments must be provided to all owners at least fourteen (14) days prior to the meeting where the voting will take place, together with a notice of the membership meeting where the proposed amendments will be discussed and voted upon, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting. Amendments must be approved by at least two thirds (2/3) of those owners who participate in the voting, in person or by proxy, at a membership meeting where a quorum is attained. As to any amendments which are approved, a Certificate of Amendment signed by the president or vice president, with two witnesses and a notary, will be recorded in the Pasco County Public Records with the approved amendments.

## **ARTICLE XI**

### **ANNEXATION**

The Developer may annex any additional property and Common Area, including but not limited to the remaining lands within the area designated in Exhibit "A" attached hereto, in whole or in part, without the consent of the Association, Owners or Mortgagees, within fifteen

(15) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and, the Bylaws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Pasco County, Florida, which said amendment shall be properly executed and acknowledged by the Developer, only, and shall not require the consent of the Association, Owners and/or mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

Any such additional properties shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the Public Records of Pasco County, Florida, from time to time.

## **ARTICLE XII**

### **ASSOCIATION AND FAIRWAY OAKS HOMEOWNERS ASSOCIATION**

**Section 1.** The Preserve at Fairway Oaks Unit One has been or shall be annexed into the Declaration of Covenants, Conditions and Restrictions of Fairway Oaks, recorded in O.R. Book 1777, Pages 0328 through 0351, Public Records of Pasco County, Florida, together with certain amendments thereto, the Covenants, Conditions and Restrictions of which shall be applicable to The Preserve at Fairway Oaks Unit One, except as otherwise provided herein. Owners shall not pay Assessments to Fairway Oaks Homeowners Association, Inc., nor shall Owners vote or otherwise participate in the operations of Fairway Oaks Homeowners Association, Inc., while the Settlement Agreement and Court Order approving same in Pasco County Circuit Court Case Number 51-2005-CA-000463 is in effect. Notwithstanding anything herein to the contrary, the Settlement Agreement and Court Order approving same in Pasco County Circuit Court Case Number 51-2005-CA.-000463 shall control the business affairs and matters of common interest shared by Fairway Oaks Homeowners Association, Inc., and The Preserve at Fairway Oaks Homeowners Association, Inc. In accordance with the Settlement Agreement in Pasco County Circuit Court Case Number 51-2005-CA-000463, which was specifically approved by the Court without any objections from Members of The Preserve at Fairway Oaks Homeowners Association, Inc., and Fairway Oaks Homeowners Association, Inc., following an Order to Show Cause Proceeding on February 14, 2007, The Preserve at Fairway Oaks Homeowners Association, Inc., shall be responsible for the Maintenance, upkeep, and repair of the following properties:

Tracts A, B, C, E and F, together with a five foot (5.0') buffer easement over, through, under and across Lots 2 through 12, The Preserve at Fairway Oaks Unit One, according to the map or plat thereof recorded in Plat Book 30, Pages 137-140, Public Records of Pasco County, Florida.

AND

Tract D, together with a five foot (5.0') buffer easement over, through, under, and across Lots 13 through 35 and Lot 38, The Preserve at Fairway Oaks Unit Two, according to the map or plat thereof recorded in Plat Book 33, Pages 28-30, Public Records of Pasco County, Florida.

AND

Tracts G, H, K, and M, together with a five foot (5.0') buffer easement over, through, under, and across Lots 434 and 435, The Preserve at Fairway Oaks Unit Three, according to the map or plat thereof recorded in Plat Book 35, Pages 27-30, Public Records of Pasco County, Florida.

AND

Tracts S and T, together with a five foot (5.0') landscape buffer easement over, through, under and across Lots 456, 457, 462 and 463, Lots 466 through 481, Lots 484 through 503, Lots 511 through 513, Lots 520 through 522, Lots 530 and 531 and Lots 369 through 376, The Preserve At Fairway Oaks Unit Four, according to the map or plat thereof recorded in Plat Book 39, Pages 23-29, Public Records of Pasco County, Florida.

AND

Tract J, together with a five foot (5.0') buffer easement over, through, under, and across Lot 356, Fairway Oaks Unit Seven, according to the map or plat thereof recorded in Plat Book 32, Pages 56-57, Public Records of Pasco County, Florida.

**Section 2.** The subject property is a portion of a large range of land commonly referred to and known as "Beacon Woods East" (hereinafter referred to as "Parent Tract"). Pursuant to the development of the Parent Tract, the Developer thereof has heretofore executed and recorded a Master Declaration for Beacon Woods East, the same being recorded in the Public Records of Pasco County, Florida at O.R. Book 1710, Page 0165 (hereinafter referred to as the "Master Declaration"). The Master Association was created and organized in order to perform certain duties, and responsibilities and in order to operate, maintain and preserve certain lands and facilities, all as described in the Master Declaration. Pursuant to that certain agreement between the Master Association, Beacon Homes Ltd., a Florida Limited Partnership, the Developer of the Parent Tract, Fairways Oaks Commercial Investments, Inc. and Fairway Oaks Joint Venture, certain obligations and benefits were created affecting the property subject to this Declaration. Said agreement is recorded in O.R. Book 1739, Page 0327, Public Records of Pasco County, Florida. In accordance with said agreement, Fairway Oaks Homeowner's Association, Inc., has the right and the obligation to collect the operations fees from and against the properties subject to this Declaration and to remit such fees to the Master Association. Furthermore, the Fairway Oaks Homeowner's Association, Inc., and/or the Master Association shall have the right, in the event of non-payment by the Owner of a Lot, commercial Lot or unit as defined herein, to record a claim of lien in the Public Records of Pasco County, Florida, and to

foreclose that lien in the manner in which a mortgage may be foreclosed. The lien right granted therein and herein shall be in addition to the lien right granted to the Master Association pursuant to the "Master Declaration". In addition to the lien rights established therein and herein, the payment of the operation fee shall be the personal liability of the Owner. Any lien recorded hereunder shall be binding upon all subsequent Owners; provided, however, such lien shall be subordinate to the lien of the holder of any first mortgage upon any such property and in the event of a foreclosure thereof or a transfer to said holder by a Deed-In-Lieu of Foreclosure, said lien shall be extinguished. In the event of such extinguishment, said unpaid fee shall be deemed a common expense of all Owners of portions of the real property and all Owners, shared equally thereby including the party acquiring the property or Lot with respect to which said lien was extinguished. Pursuant to the Settlement Agreement and Court Order approving same in Pasco County Circuit Court Case Number 51-2005-CA-000463, and notwithstanding anything herein to the contrary, The Preserve at Fairway Oaks Homeowners Association, Inc., shall pay Assessments imposed by the Master Association against the Owners within The Preserve at Fairway Oaks to Fairway Oaks Homeowners Association, Inc., in the form of an annual payment to Fairway Oaks Homeowners Association, Inc., on or before February 1 of each calendar year (the "Beacon Woods Payment"). The Beacon Woods Payment shall consist of the collective amount imposed against the Owners within The Preserve at Fairway Oaks by Beacon Woods for the year of the payment, and shall commence February 1, 2008. All of the platted real property described above and all property annexed hereto, shall further be held, sold and conveyed subject to the agreement referenced herein, and the obligations thereof shall constitute covenants running with the land and shall be binding upon all parties having a right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

**Section 3.** The subject property is a portion of a larger tract of land commonly referred to and known as "Beacon Woods East" (hereinafter referred to as "Parent Tract"). Pursuant to the development of the Parent Tract, the Developer thereof has heretofore executed and recorded a Master Declaration for Beacon Woods East, the same being recorded in the Public Records of Pasco County, Florida at O.R. Book 1710, Page 0165 (hereinafter referred to as "Master Declaration"). The Master Association was created and organized in order to perform certain duties and responsibilities and in order to operate, maintain and preserve certain lands and facilities, all as described in the Master Declaration. Pursuant to that certain agreement between the Master Association, Beacon Homes Ltd., a Florida Limited Partnership, the Developer of the Parent Tract, Fairway Oaks Commercial investments, Inc., and Fairway Oaks Joint Venture, certain obligations and benefits were created affecting the property subject to this Declaration. Said agreement is recorded in O.R. Book 1739, Page 0327, Public Records of Pasco County, Florida. In accordance with said agreement, Fairway Oaks Homeowner's Association, Inc., has the right and the obligation to collect the operations fee from and against the properties subject to this Declaration and to remit such fees to the Master Association. Furthermore, the Fairway Oaks Homeowner's Association, Inc., and/or the Master Association shall have the right, in the event of non-payment by the Owner of a Lot, commercial Lot or unit as defined herein, to record a claim of lien in the Public Records of Pasco County, Florida, and to foreclose that lien in the manner in which a mortgage may be foreclosed. The lien right granted therein and herein shall be in addition to the lien right granted to the Master Association pursuant to the "Master Declaration". In addition to the lien rights established therein and herein, the payment of the operation fee shall be the personal liability of the Owner. Any lien recorded

hereunder shall be binding upon all subsequent Owners; provided, however, such lien shall be subordinate to the lien of the holder of any first mortgage upon any such property and in the event of a foreclosure thereof or a transfer to said holder by a Deed-In-Lieu of Foreclosure, said lien shall be extinguished. In the event of such extinguishment, said unpaid fee shall be deemed a common expense of all Owners of portions of the real property and all Owners, shared equally thereby, including the party acquiring the property or Lot with respect to which said lien was extinguished. All of the platted real property described above and all property annexed hereto, shall further be held, sold and conveyed subject to the agreement referenced herein, and the obligations thereof shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest therein, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

### **ARTICLE XIII**

#### **COMMERCIAL PROPERTIES**

Owners acknowledge that certain properties, including the property adjoining and lying to the west of the Subdivision, are zoned commercial and are, therefore, permitted to be developed within the zoning classification(s) attributed thereto.

### **ARTICLE XIV**

#### **APPROVAL OF SALE OR LEASE**

In order for the Association to provide for certain Maintenance, upkeep, replacement and repair on the Lots, as provided herein, and to further provide for the orderly collection of Assessments and reserves, no Owner shall sell, convey, transfer or lease a Lot within the Subdivision without prior written approval thereof by the Association. The Association may adopt additional guidelines regarding the process for approval of a transfer or lease.

No rental or lease of a dwelling shall be made during the first one (1) year of ownership of the dwelling. No residential dwelling unit shall be leased more than once in any eighteen (18) month period. In accordance with Florida Statutes as amended from time to time, if a property is occupied by a tenant, and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay subsequent rental payments directly to the Association, and continue to make such payments until all the monetary obligations of the Owner have been paid in full. The Association may, but is not required to, disapprove of a proposed lease if the Owner is delinquent in the payment of any monetary obligation to the Association, or the Association may condition the approval of such lease on the payment of rent directly to the Association until the Owner's monetary obligation to the Association is paid in full.

Nothing contained herein shall be construed as unduly restricting nor prohibiting the right of alienation of property.