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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BELLERIVE AT FOX HOLLOW

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BELLERIVE AT FOX HOLLOW

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLERIVE AT FOX HOLLOW is made as of this \_\_\_\_ day of \_\_\_\_\_, 1993 by ADAM SMITH ENTERPRISES, INC., a Florida corporation ("Declarant"), joined by BELLERIVE AT FOX HOLLOW HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and by TRINITY COMMUNITIES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation.

W I T N E S S E T H:

WHEREAS, Declarant is the developer of certain real property located in Pasco County, Florida, as more particularly described in Exhibit "A" ("Initial Property"), and Declarant desires to subject the Initial Property to the provisions of this Declaration and to provide a flexible and reasonable method for the administration and maintenance of the Initial Property; and

WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right to submit additional real property ("Additional Property") to the provisions of this Declaration, at a later time and from time to time, as part of "Bellerive at Fox Hollow," on such terms and conditions as Declarant may specify; and

NOW, THEREFORE, Declarant hereby declares that the Initial Property and any Additional Property (collectively, the "Property") shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property, and which shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof and where specifically provided herein, shall benefit such other parties or properties as Declarant shall now or hereafter determine.

ARTICLE I

DEFINITIONS

1.01 Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following capitalized terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such capitalized terms:

- (a) "Additional Property" shall mean and refer to all or any portion of the real property contained in Trinity Communities (not currently submitted to this Declaration) and

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all improvements thereon, together with such other additional property and all improvements thereon, and such other real property as Declarant shall acquire from time to time, which Declarant specifically subjects to the terms of this Declaration by amendment hereto recorded in the Public Records of Pasco County, Florida, as more fully described in Section 10.02.

(b) "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee appointed by the Association's Board of Directors to approve exterior and structural improvements, additions, changes and other matters within Trinity Communities, as provided in Article X of the Trinity Declaration.

(c) "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Bellerive at Fox Hollow Homeowners Association, Inc., as amended from time to time.

(d) "Assessments" shall mean and refer to those charges made by the Neighborhood Association from time to time against the Lots or Units in accordance with Article VII of this Declaration, for the purposes and subject to the terms set forth therein.

(e) "Association" shall mean and refer to Trinity Communities Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(f) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Neighborhood Association, which is the governing body of the Neighborhood Association.

(g) "Bylaws of the Neighborhood Association" or the "Bylaws" shall mean and refer to those Bylaws of Bellerive at Fox Hollow Homeowners Association, Inc., which govern the administration and operation of the Neighborhood Association, as the same may be amended, modified or supplemented from time to time.

(h) "Common Areas" shall mean and refer to all real and personal property now or hereafter leased to, dedicated to or owned by the Neighborhood Association, or to which the Neighborhood Association accepts maintenance responsibilities, for the common use and enjoyment of the Owners. For example, the Common Areas may include maintenance areas, roads, streets, rights-of-way dedicated to a public body but which the Neighborhood Association is required to maintain, parking lots, walkways, sidewalks, street lighting and signage. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any

easement of use or enjoyment therein. Declarant may, but shall not be required to, designate and convey other property to the Neighborhood Association.

(i) "Common Expenses" shall mean and refer to all actual and estimated expenditures made or incurred by or on behalf of the Neighborhood Association, together with all funds assessed for the creation or maintenance of reserves, if any, pursuant to the provisions of this Declaration.

(j) "Conservation Areas" shall mean and refer to those certain portions of the Property which are conveyed or dedicated to the Association as conservation or preservation areas, or to which the Association accepts maintenance responsibilities as Conservation Areas.

(k) "Declarant" shall mean and refer to Adam Smith Enterprises, Inc., a Florida corporation, or any such corporation which is specifically assigned the rights of the "Declarant" under this Declaration.

(l) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Bellerive at Fox Hollow and all amendments thereof filed for record in the Public Records of Pasco County, Florida.

(m) "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

(n) "Initial Property" shall mean and refer to that certain real property more particularly described on Exhibit "A", and all improvements thereon.

(o) "Institutional Mortgage" shall be deemed to mean a Mortgage held by a bank, trust company, insurance company, pension fund or other recognized lending institution, or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, and the holder of any Mortgage of public record given or assumed by Declarant, and the successors of any of the foregoing.

(p) "Lot" shall mean any unimproved portion of the Property (and a subdivided lot of record) upon which it is intended that a Unit shall be constructed, and which is zoned, or shown on any applicable plat or site plan as being intended, for residential use (single family detached dwelling, townhouse, condominium unit or patio or cluster home, whether detached or attached, or otherwise). Any two (2) Lots which have been joined by virtue of a unity of title instrument recorded in the Public Records of Pasco County,

Florida in accordance with all applicable laws and ordinances shall constitute one (1) Lot for the purposes described in Articles IV and VII of this Declaration.

(g) "Member" shall mean and refer to any member of the Neighborhood Association, which shall include Declarant.

(r) "Modifications Committee" shall mean and refer to the committee which may be appointed by the Neighborhood Association's Board of Directors to approve certain modifications, alterations and changes to construction, improvements and landscaping originally reviewed and accepted by the Architectural Review Committee.

(s) "Mortgage" shall mean and refer to a mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, or a security interest in, a Lot or Unit.

(t) "Mortgagee" shall mean and refer to the holder of a Mortgage.

(u) "Neighborhood Association" shall mean and refer to Bellerive at Fox Hollow Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(v) "Occupant" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant or family member of an Owner, occupying or otherwise using a Lot or Unit within the Property.

(w) "Owner" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot or Unit.

(x) "Property" shall mean and refer to the Initial Property together with, upon submission to the provisions of this Declaration, the Additional Property, commonly known as the residential development of "Bellerive at Fox Hollow."

(y) "Trinity Communities" shall mean and refer to all that certain real property described in Development of Regional Impact Order approved by the Pasco County Commission as Resolution No. 90-56 dated December 19, 1989 and filed in Official Record Book 1879, Page 1425, Public Records of Pasco County, as now or hereafter amended, modified and supplemented.

(z) "Trinity Declaration" shall mean and refer to that certain declaration and all exhibits thereof recorded in



Official Record Book 3158, Page 870, Public Records of Pasco County, Florida, as now or hereafter amended by Declarant.

(aa) "Unit" shall mean and refer to any improved Lot intended for residential use (single-family detached dwelling, townhouse, condominium unit or patio or cluster home, whether detached or attached, or otherwise) located within the Property.

1.02 Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article I, the determination made by Declarant in such regard (as evidenced by an amendment to this Declaration stating same) shall be binding and conclusive.

## ARTICLE II

### DEVELOPMENT

2.01 Development of Property. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Unit primarily for the purpose of sale, to make improvements and changes to all Common Areas and to all Lots or Units owned by Declarant, including without limitation: (i) installation and maintenance of any improvements in and to the Common Areas; (ii) changes in the location of the boundaries of any Lots or Units owned by Declarant or of the Common Areas; and (iii) changes in the maintenance of any water, sewer, drainage, irrigation or other utility system or facilities. Any and all improvements or changes made, as aforesaid, shall not result in an encroachment on Lots not owned by Declarant.

2.02 Development of Additional Property. Declarant may, at any time and from time to time, either before or after turnover of the Association, subject Additional Property to this Declaration without the joinder or consent of any party other than the owners of the property to be subjected. Declarant shall subject Additional Property to this Declaration by executing an amendment to this Declaration which shall be filed in the Public Records of Pasco County, Florida, together with a legal description of the Additional Property added by such amendment. If Additional Property is added to the Property, then from or after the addition to the Property of the Additional Property by such amendment to this Declaration, the number of votes in the Neighborhood Association shall be increased as more fully set forth in Section 4.02. In no event shall Declarant be obligated to submit any Additional Property to the provisions of this Declaration.

2.03 Interest Subject to Plan of Development. Every purchaser of a Lot or Unit shall purchase such Lot or Unit, and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto,

subject to Declarant's right to add Additional Property to the Property as hereinabove provided. Any provision of this Declaration to the contrary notwithstanding, the provisions set forth in this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant.

2.04 Subdivision Plat. Declarant reserves the right to record, modify, amend, revise and add to, at any time and from time to time, one or more subdivision plats or resubdivision plats setting forth such information as Declarant may deem necessary with regard to the Property, including without limitation the locations and dimensions of the Lots, Units, Common Areas, Additional Property, roads, utility systems, drainage systems, utility easements, drainage easements, access easements and set-back line restrictions.

2.05 Withdrawal of Property. Declarant may, at any time and from time to time, either before or after turnover of the Neighborhood Association, withdraw any portion of the Property from the provisions of this Declaration as a result of any change whatsoever in Declarant's plans for Trinity Communities, without the joinder or consent of any party other than the Owners of that portion of the Property to be withdrawn. Declarant shall withdraw portions of the Property from the provisions of this Declaration by executing an amendment to this Declaration which shall be filed in the Public Records of Pasco County, Florida, together with a legal description of that portion of the Property withdrawn by such amendment.

### ARTICLE III

#### PROPERTY RIGHTS

3.01 General. Each Lot and Unit shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration and the Trinity Declaration, may be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Unit, subject to the provisions of this Declaration, including without limitation the provisions of this Article III and the Trinity Declaration. The ownership of each Lot and Unit shall include, and there shall pass with each Lot and Unit as an appurtenance thereto, membership in the Neighborhood Association. Each Owner shall automatically become a member of the Neighborhood Association and shall remain a member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Neighborhood Association shall automatically pass to his or her successor-in-title to the Lot or Unit.

3.02 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the Trinity Declaration and the

rules and regulations from time to time established by the Board of Directors of the Neighborhood Association and the terms hereof, every Owner, his or her family, tenants and guests shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass and run with title to each Lot and Unit, and further subject to the following provisions:

(a) The right of the Neighborhood Association to borrow money for: (i) improving the Common Areas or any portion thereof; (ii) acquiring additional Common Areas; (iii) constructing, repairing, maintaining or improving any facilities located or to be located within the Common Areas; or (iv) providing the services authorized herein, and subject to the provisions of Section 6.02 hereof, to give as security for the payment of any such loan a Mortgage, or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Neighborhood Association shall be subject and subordinate to any and all rights, interest, options, licenses, easements and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage.

(b) The rights and easements reserved to Declarant in Sections 3.03, 3.04, 3.05, 3.06, 3.08, 3.09 and 3.10, or as otherwise provided for in this Declaration.

(c) The right of the Association and the Neighborhood Association to grant and accept easements as provided in Section 3.06 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to Pasco County, Florida, or any other public agency or authority, public service district, public or private utility, or other person, with the consent of Declarant, for so long as Declarant owns any Lot or Unit primarily for the purpose of sale.

(d) The rights and easements reserved in Sections 3.06 and 3.07 hereof for the benefit of the Association and the Neighborhood Association, their respective directors, officers, agents and employees.

(e) The rights and easements reserved in Section 3.09 hereof for the benefit of the Additional Property.

(f) The rights of the holder (and its successors and assigns) of any Mortgage which is prior in right or superior to the rights, interests, options, licenses, easements and privileges herein reserved or established.

**3.03 Recreational Facilities.** Subject to the terms and provisions of this Declaration and the Trinity Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors of the Neighborhood Association, every

Owner and his or her family, tenants and guests shall have the non-exclusive right, privilege and easement of access to and the use and enjoyment of any recreational facilities and amenities as may be located in the Common Areas. An Owner may assign to the tenant of his or her Unit such Owner's rights of access to and use of said recreational facilities so that such tenant, his or her family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and his or her family and guests. As of the date of this Declaration, Declarant has no plans to construct any recreation facilities. Neither Declarant, the Association nor the Neighborhood Association shall have any obligation to construct or maintain any recreation facilities.

**3.04 Easements for Declarant.** During the period that Declarant owns any Lot or Unit primarily for the purpose of sale, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing Units and other improvements in and to the Lots and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot or Unit or has the right to submit the Additional Property to this Declaration, Declarant shall have an alienable, transferable and perpetual right and easement to have access, ingress and egress to the Common Areas and improvements thereof for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Property to the use of the Common Areas.

**3.05 Changes in Boundaries; Additions to and Easements Over Common Areas.** Declarant reserves the right to change and realign the boundaries of the Common Areas, any Lots or Units owned by Declarant, including the realignment of boundaries between adjacent Lots and Units owned by Declarant.

**3.06 Easement for Utilities and Public Services.**

(a) There is hereby reserved for the benefit of Declarant, the Association, the Neighborhood Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement, as well as the power to grant and accept easements to and from, Pasco County, Florida, Southwest Florida Water Management District, or any other public authority or agency, public service district, public or private utility, upon,

over, under and across all or any portion of the Common Areas as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems and retention ponds and facilities for the Property or any portion thereof, and electrical, gas, telephone, water and sewer lines, provided that such easements shall not unreasonably affect the developability of any such Lot or Unit. Such easements may be granted or accepted by Declarant, or by the Board of Directors; provided, however, that for so long as Declarant owns any Lot or Unit primarily for the purpose of sale, the Board of Directors must obtain the written consent of Declarant prior to granting and/or accepting any such easements.

ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD OR LICENSE TO SUCH PROPERTY, OR BY USING ANY PORTION OF THE PROPERTY: (i) TO HAVE ACKNOWLEDGED THE EXISTENCE OF THAT CERTAIN ELECTRICAL TRANSMISSION LINE IN EXISTENCE PURSUANT TO EASEMENT GRANT RECORDED IN OFFICIAL RECORD BOOK 278, PAGE 231, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THAT CERTAIN WEST COAST REGIONAL WATER SUPPLY AUTHORITY WATER TRANSMISSION LINE IN EXISTENCE PURSUANT TO EASEMENT GRANT RECORDED IN OFFICIAL RECORD BOOK 732, PAGE 338, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, and (ii) TO HAVE AGREED THAT DECLARANT AND THE ASSOCIATION SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO SUCH TRANSMISSION LINES.

No construction, buildings or improvements shall be placed or maintained within twenty (20) feet of either the electrical transmission line easement or the water transmission line easement described above, as shown on the recorded plats for the Property; provided, however, all maintenance of all lawns, irrigation, landscaping and grounds on and within a Lot, within the property between the Lot line and up to the electrical transmission line easement or the water transmission line easement adjacent to the Lot, shall be the responsibility of the Owner of such Lot.

(b) Declarant hereby grants to Pasco County Sheriff and Fire and Rescue and any other relevant governmental authority or agency, as shall from time to time have jurisdiction over the Property with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Property as shall be required or appropriate from time to time by such governmental authorities under applicable law.

**3.07 Easements for Association and Neighborhood Association.**  
There is hereby reserved a general right and easement for the

benefit of the Association and the Neighborhood Association, their respective directors, officers, agents and employees, including, but not limited to, any manager employed by the Association or the Neighborhood Association and any employees of such manager, to enter upon any Lot or Unit or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or Occupant of the Lot or Unit directly affected thereby.

3.08 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant the right to maintain on any real property owned by Declarant or the Common Areas, any signs, sales offices, construction offices, business offices and model Units, and such other facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion, improvement or sale of Lots, Units and Common Areas for so long as Declarant owns any Lot or Unit primarily for the purpose of sale.

3.09 Easement for Additional Property. There is hereby reserved in Declarant for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for: (i) pedestrian and vehicular ingress, egress and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Areas or within easements serving the Common Areas; (ii) the installation, maintenance, repair, replacement and use within the Common Areas and those portions of Lots and Units encumbered pursuant to Section 3.05 hereof, of monitoring systems and utility facilities and distribution lines, including without limitation drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antenna and/or cable system lines; and (iii) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharge shall not materially damage or affect the Property or any improvements from time to time thereon.

3.10 Buffer Walls. Easements for the installation and maintenance of buffer walls between Lots and other areas are hereby granted to the Association and Declarant, as shown on all recorded plats for the Property. Within these easement areas, the Association or Declarant may install and maintain the buffer walls as the Association or Declarant deems necessary or appropriate. The Association and Declarant shall have access to all Lots and Units for the purpose of the operation and maintenance of such buffer wall easements. The Association shall maintain and keep in good repair all buffer walls; provided, however, all maintenance of all lawns, irrigation, landscaping and grounds on and within a Lot, within the property between the Lot line and up to the buffer wall adjacent to the Lot, shall be the responsibility of the Owner of such Lot.



Buffer walls shall not be constructed, altered, added to or removed by any Owner or Occupant.

3.11 Security Gates. Easements for the installation and maintenance of security gates may be granted to the Association.

3.12 Burden Upon the Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land, and which shall inure to the benefit of and be binding upon each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of a Lot or Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration and the Bylaws of the Neighborhood Association.

3.13 Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of any portion of the Property as more specifically set forth herein and may not be severed or alienated from such ownership.

3.14 Creation of Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Neighborhood Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement, and the Owners and Members hereby designate Declarant and the Neighborhood Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' or Members' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited.

#### ARTICLE IV

##### MEMBERSHIP

4.01 Membership in the Neighborhood Association. Every Owner of a Lot or Unit shall be deemed to have a membership in the Neighborhood Association. Membership in the Neighborhood Association shall be appurtenant to and may not be separated from ownership of any Lot or Unit, and ownership of a Lot or Unit shall be the sole qualification for such membership. In the event that fee title to a Lot or Unit is transferred or otherwise conveyed, the

membership in the Neighborhood Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security for the performance of an obligation shall not terminate or otherwise affect an Owner's membership in the Neighborhood Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Unit. In the event of multiple Owners of a Lot or Unit, votes and rights of use and enjoyment shall be as provided in Section 4.02. The voting weight appurtenant to each Lot or Unit is equal, and each Lot and each Unit shall have one vote, except that two Lots may be combined to form one Lot with one Unit in accordance with the provisions of the Trinity Declaration, in which event the Owner shall have a total of only one vote and pay only one Assessment for the combined Lots.

**4.02 Voting; Effect of Additional Property on Voting Weights.** The Neighborhood Association shall have one (1) class of voting membership. Except as otherwise provided in this Declaration, each Member, including Declarant, shall be entitled to one (1) vote for each Lot or Unit owned by such Member as to matters on which the membership shall be entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws of the Neighborhood Association. Any Member who owns more than one (1) Lot or Unit shall be entitled to exercise or cast one (1) vote for each such Lot or Unit, except that two Lots may be combined to form one Lot with one Unit in accordance with the provisions of the Trinity Declaration, in which event the Owner shall have a total of only one vote in the Neighborhood Association. When more than one person owns a Lot or Unit, all such persons shall be Members of the Neighborhood Association; provided, however, that the vote of such Owners shall be exercised as provided herein below, and in no event shall more than one (1) vote be cast with respect to each Lot or Unit. If more than one (1) person, a corporation, or other entity owns a Lot or Unit, they shall file a certificate with the Secretary of the Neighborhood Association naming the person authorized to cast votes for said Lot or Unit. If the certificate is not on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a Lot or Unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot or Unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot or Unit at the meeting, in which case the certificate requirements set forth above shall apply. Declarant reserves the right to determine the voting weights of any Additional Property. Each Owner, by acceptance of a deed or other conveyance



for a Lot or Unit, consents and agrees to the dilution of his voting interest in the Neighborhood Association, by virtue of the submission from time to time of the Additional Property to the terms of this Declaration as provided herein.

4.03 **Changes in Voting Rights.** Notwithstanding anything to the contrary contained herein, so long as Declarant controls the Neighborhood Association pursuant to Sections 6.01 and 10.01, Declarant shall have the right in its sole and absolute discretion to change the voting rights of any portion of the Property at any time and from time to time.

#### ARTICLE V

#### MAINTENANCE

5.01 **Responsibilities of Owners.** Unless specifically identified herein as being the responsibility of the Association or the Neighborhood Association, all maintenance and repair of Lots and Units shall be the responsibility of the Owner of such Lot or Unit, as provided in the Trinity Declaration. Without in any manner limiting the generality of the foregoing, all maintenance of all lawns, irrigation, landscaping and grounds on and within a Lot, within the property between a paved road and the Lot line (including any areas between the swale and the sidewalk area), and within the property between the Lot line and water's edge of any lake adjacent to the Lot (as the same may change from time to time), and within the property between the Lot line and edge of the buffer zones around any Conservation Areas adjacent to the Lot, shall be the responsibility of the Owner of such Lot. The Owner of such Lot shall install and maintain sod on all such areas described above, and no landscaping other than sod shall be installed or maintained on any such area described above without the prior approval of the Architectural Review Committee. The Owner of a Lot shall also be responsible for those maintenance obligations described in Section 3.06 and Section 3.10 of this Declaration. As provided in Section 5.02(b) hereof, each Owner shall be obligated to pay for the costs incurred by the Declarant, the Association or the Neighborhood Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails or refuses to discharge.

#### 5.02 Neighborhood Association's Responsibility.

(a) Except as may be otherwise specifically provided herein or in the Trinity Declaration, the Neighborhood Association shall maintain and keep in good repair all portions of the Common Areas, which responsibility shall include the maintenance, repair and replacement of (i) all roads, walks, sidewalks, parking areas, streetlights, entrances and guardhouses, landscaped areas, recreational areas and other improvements made by Declarant or the Neighborhood Association situated within the Common Areas and (ii) all lawns, trees, shrubs, hedges, grass and other landscaping and

all lakes and ponds situated within or upon the Common Areas. The Neighborhood Association, the Association and Declarant shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain, drought or other surface water which may leak, diminish, restrain or flow from any portion of the Common Areas, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, Neighborhood Association or Declarant. Nor shall the Association, Neighborhood Association or Declarant be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas or any other portion of the Property. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Neighborhood Association to take some action or to perform some function required to be taken or performed by the Neighborhood Association under this Declaration or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Neighborhood Association, or from any action taken by the Neighborhood Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such Assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that Declarant or the Board of Directors of the Neighborhood Association or the Association determines that: (i) any Owner has failed or refused to discharge properly his, her or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he, she or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Neighborhood Association hereunder is caused through the willful or negligent act of an Owner, or his or her family, tenants, guests or invitees, and is not covered and promptly paid for by insurance in whole or in part, then, in either event, Declarant, the Association or the Neighborhood Association, except in the event of an emergency situation, shall give such Owner written notice of Declarant's, the Association's or the Neighborhood Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situation, or the failure of any Owner to comply with the provisions hereof after notice, Declarant, the Association or the Neighborhood Association may provide (but

shall not have the obligation to so provide) any such maintenance, repair or replacement at the sole cost and expense of such Owner, said cost shall be added to and become a part of the Assessment to which such Owner and his or her Lot or Unit are subject. In the event that Declarant or the Association undertakes such maintenance, cleaning, repair or replacement, the Neighborhood Association shall promptly reimburse Declarant or the Association for Declarant's or the Association's costs and expenses of any nature.

#### ARTICLE VI

#### ADMINISTRATION

6.01 Common Areas; Control by Declarant. The Neighborhood Association, subject to the rights of Declarant and the Association and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in a good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof. Except to the extent otherwise required by the provisions of the laws of Florida relating to nonprofit corporations, the Trinity Declaration, this Declaration, the Bylaws or the Articles of Incorporation of the Association and the Neighborhood Association, the powers herein or otherwise granted to the Neighborhood Association may be exercised by the Board of Directors, acting through the officers of the Neighborhood Association, without any further consent or action on the part of the Owners. As provided in Section 10.01 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Property, Declarant shall have the right to appoint or remove any member or members of the Board of Directors and any officer or officers of the Neighborhood Association, without the necessity of a vote at an annual meeting, until such time as the first of the following events shall occur: (i) the date which is fifty (50) years after the date of the recording of this Declaration; (ii) the date Declarant ceases to own at least one Lot or Unit primarily for the purpose of sale within the Property; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Neighborhood Association by an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Unit, vests in Declarant such authority to appoint and remove directors and officers of the Neighborhood Association as provided by this Section 6.01 and by Section 10.01.

6.02 Duties and Powers. The duties and powers of the Neighborhood Association shall be those set forth in the provisions of the laws of Florida relating to nonprofit corporations, this Declaration, the Bylaws and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Neighborhood Association; provided, however, that if there are conflicts or inconsistencies between the laws of Florida, this

Declaration, the Bylaws or the Articles of Incorporation, then the provisions of the laws of Florida, this Declaration, the Articles and the Bylaws, in that order, shall prevail, and each Owner of a Lot or Unit by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Neighborhood Association may exercise any other right or privilege given to it expressly by this Declaration or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Notwithstanding the foregoing provisions of this Section 6.02 or any other provision of this Declaration to the contrary, for so long as Declarant shall own any Lot or Unit primarily for the purpose of sale, the Neighborhood Association shall not, without the consent of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas.

6.03 Agreements. Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Unit primarily for the purpose of sale, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property; and in performing its responsibilities hereunder, the Neighborhood Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Neighborhood Association as may be determined by the Board of Directors. In furtherance of the foregoing, and not in limitation thereof, the Neighborhood Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Neighborhood Association shall deem necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Neighborhood Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be Common Expenses. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Neighborhood Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers or Members of the Neighborhood Association by this Declaration or the Bylaws. Such manager may be an individual, corporation or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Neighborhood Association may pay for, and the Board of Directors may hire and contract for, such legal and accounting services as are necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration,

the Bylaws or the rules and regulations of the Neighborhood Association.

#### 6.04 Insurance.

(a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect property insurance, in such form as the Board deems appropriate, for the benefit of the Neighborhood Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Neighborhood Association, its Members, Owners, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain (i) workers' compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) Officers' and Directors' insurance, if available at reasonable cost, as determined by the Board of Directors in their sole and absolute discretion.

(e) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Neighborhood Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Neighborhood Association and hereafter in force with respect to the Property shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(f) It shall be the individual responsibility of each Owner at his or her own expense to provide public liability, property damage, title and other insurance with respect to his or her own Lot or Unit. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and Units and to furnish copies or certificates thereof to the Neighborhood Association.

6.05 Personal Property and Real Property. The Neighborhood Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Neighborhood Association and the proceeds thereof, after deducting therefrom the costs incurred by the Neighborhood Association in acquiring or selling the same, shall be held by and for the benefit of the Neighborhood Association. The undivided interests of the Owners in the funds and assets of the Neighborhood Association cannot be individually assigned, hypothecated or transferred in any manner.

6.06 Indemnification. The Neighborhood Association shall indemnify and hold harmless every officer or director of the Neighborhood Association against any and all expenses, including court costs and reasonable attorneys' fees, reasonably incurred by or imposed upon any current or former officer or director of the Neighborhood Association in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he or she may be made a party by reason of being or having been an officer or director of the Neighborhood Association. The officers or directors of the Neighborhood Association shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Neighborhood Association (except to the extent that such officers or directors may also be Owners or Members of the Neighborhood Association), and the Neighborhood Association shall indemnify and forever hold each such officer or director free and harmless, against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Neighborhood Association, or former officer or director may be entitled. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such a person. An adjudication of liability shall not affect the right to indemnification for those indemnified. The Neighborhood Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

#### ARTICLE VII

#### ASSESSMENTS

7.01 Purpose of Assessments. The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, welfare, common benefit and enjoyment of the Owners and Occupants of the Property, and maintaining the Property and improvements therein, all as may be authorized in this



Declaration, the Articles, the By-Laws and as may otherwise be determined from time to time by the Board of Directors.

**7.02 Creation of Lien and Personal Obligation of Assessments.** Each Owner of a Lot or Unit by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Neighborhood Association: (a) annual Assessments, such Assessments to be established and collected as provided in Section 7.03 hereof; (b) special Assessments, such Assessments to be established and collected as provided in Section 7.04 hereof; (c) individual or specific Assessments against any particular Lot or Unit which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot or Unit in accordance with Article IX hereof; and (d) any other Assessment. Any such Assessment, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, and court costs and attorneys' fees incurred to enforce or collect such Assessment, shall be an equitable charge and a continuing lien upon the Lot or Unit, the Owner of which is responsible for payment. Each Owner shall be personally liable for Assessments coming due while he or she is the Owner of a Lot or Unit, and his or her grantee shall take title to such Lot or Unit subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his or her grantor any amounts paid by such grantee therefor. Any purchaser of a Lot or Unit through a Foreclosure sale shall thereafter be subject to all future Assessments. In the event of co-ownership of any Lot or Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided that unless otherwise provided by the Board, at any time and from time to time, the annual Assessments shall be paid in one annual installment.

**7.03 Computation of Annual Assessments.** It shall be the duty of the Board at least thirty (30) days prior to the Neighborhood Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year. The Board shall cause the budget and the proposed total of the annual Assessments to be levied against Lots and Units for the following year to be delivered in accordance with this Declaration to each Owner at least fifteen (15) days prior to such meeting. Each platted Lot and Unit shall be subject to equal annual Assessments, except as provided in Section 7.10, and except that two Lots may be combined to form one Lot with one Unit in accordance with the provisions of the Trinity Declaration, in which event the Owner shall pay only one annual Assessment for the combined Lots. The budget and the annual Assessments shall become effective unless disapproved at the annual meeting by either (i) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Neighborhood Association, or (ii) a vote of a majority of the votes

of the Neighborhood Association (provided that a minimum vote of fifty-one percent (51%) of all the votes of the Neighborhood Association shall be required to disapprove the budget). If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Neighborhood Association for the approval of a special Assessment as provided in Section 7.04 hereof. The Neighborhood Association shall have no obligation to create or maintain any reserves.

**7.04 Special Assessments.** In addition to the annual Assessments authorized above, the Neighborhood Association, acting through its Board of Directors, may levy, in any Assessment year, special Assessments for Common Expenses, applicable to that year only, provided that any such Assessment shall be approved by (i) Declarant, for so long as Declarant owns any Lot or Unit primarily for the purpose of sale and (ii) by a majority of the votes of the Members of the Neighborhood Association who are voting at a meeting duly called for this purpose. The Board of Directors may make such special Assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

**7.05 Individual Assessments.** Any expenses of the Neighborhood Association arising out of either or both of the following events shall be specially assessed against the appropriate Owner(s) and their respective Lots or Units:

(i) any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner; and

(ii) any expenses arising out of the provision by the Association, Neighborhood Association or Declarant of maintenance service under Section 5.02(b) hereinabove.

The individual Assessments provided for in this Section 7.05 shall be levied by the Board of Directors and the amount and due date of such Assessments so levied by the Board shall be as specified by the Board.

**7.06 Allocable and Discrete Common Expenses.** Notwithstanding anything to the contrary contained herein, Assessments may be divided by the Board of Directors into several categories, as the Board of Directors may determine in its sole and absolute discretion. Without limitation on the foregoing, the Board of Directors may determine in its sole discretion that certain expenses exclusively and directly benefit some but not all of the Owners ("Discrete Expenses"), in which event the Board of Directors may ratably allocate those Discrete Expenses only among those Owners that the Board of Directors determines are benefitted thereby. The Board of Directors may determine in its sole discretion that other expenses benefit all of the Owners and do not exclusively and directly benefit only one or a few Owners ("Allocable Expenses").



These Allocable Expenses shall be ratably assessed to all Owners, subject to the limitations set forth herein.

7.07 Liens. All sums assessed against any Lot or Unit pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Unit in favor of the Neighborhood Association. Such liens shall be superior to all other liens and encumbrances on such Lot or Unit except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any Mortgage to Declarant or its affiliates, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments to the lien of such Mortgages shall only apply to such Assessments which have become due and payable prior to a Foreclosure. All other persons acquiring liens or encumbrances on any Lot or Unit after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

7.08 Effect of Nonpayment; Remedies of the Neighborhood Association. Any Assessment of an Owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of eighteen percent (18%) per annum. A lien and equitable charge as herein provided for each Assessment shall attach simultaneously as the same shall become due and payable, and if any installment of the Assessment for such year has not been paid within thirty (30) days, the entire unpaid balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eighteen percent (18%) per annum, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Neighborhood Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Neighborhood Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Unit, vests in the Neighborhood Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Neighborhood Association

shall have the power to bid on the Lot or Unit at any Foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Unit, and an Owner shall remain personally liable for Assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot or Unit.

7.09 Certificate. The treasurer or any assistant treasurer shall, within ten (10) days of a written request and upon payment of such fee as is from time to time reasonably determined by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said treasurer or assistant treasurer, setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

7.10 Date of Commencement of Annual Assessments; Declarant's Rights and Obligations. The annual Assessments provided for herein shall commence as to each Lot and Unit on the day on which such Lot or Unit is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special Assessments on Lots or Units which it owns. Declarant shall have the option to either pay annual Assessments on Lots and Units owned by Declarant or fund any deficit which may exist between the amount of Assessments payable by the Owners of Lots or Units (not owned by Declarant) and the annual budget of the Neighborhood Association for so long as Declarant has the authority hereunder to appoint and remove directors of the Neighborhood Association; provided, however, that the budget, Assessments, and deficits, if any, shall be annually reviewed by Declarant and the Board of Directors, and during such period Declarant's obligation for funding deficits shall only be up to the amount of the Neighborhood Association's budget. Any surplus in funds held by or due to the Neighborhood Association shall be carried over from year to year so as to reduce Declarant's obligation to pay Assessments, and Declarant shall have no obligation to fund reserves if the Board of Directors creates such reserves. Upon Declarant no longer having the authority to appoint directors or officers of the Neighborhood Association, Declarant shall be obligated only to pay Assessments on Lots and Units owned by Declarant. Notwithstanding anything to the contrary contained herein, so long as Declarant controls the Neighborhood Association pursuant to Sections 6.01 and 10.01, Declarant shall have the right in its sole and absolute discretion to change the Assessments attributable to any portion of the Property at any time and from time to time, and Declarant shall have

the additional right to designate portions of the Property to be exempt from assessment under this Article VII. The Neighborhood Association is specifically authorized to enter into arrangements for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

7.11 **Common Areas and Certain Other Property.** Unless otherwise provided herein, no Common Areas hereunder shall be subject to assessment hereunder. Further, the foregoing exemption shall apply to any land owned by a public agency as long as such land is used for public purposes. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of Declarant shall be final and conclusive.

7.12 **Association Assessments and Association Fines.** The Neighborhood Association shall have the power and authority to collect from Owners all assessments, whether they be annual, special or individual assessments, which are levied against Lots or Units by the Association (the "Association Assessment"). The Neighborhood Association shall also have the power and authority to collect from Owners all fines which are levied against Owners by the Association (the "Association Fine"). The Association Assessment or the Association Fine shall be collected by the Board of Directors of the Neighborhood Association, pursuant to the procedures set forth in this Article VII. If the Association Assessment or the Association Fine is not paid on the date when due, the provisions of the Trinity Declaration as to the effect of non-payment of the Association Assessments and the Association Fines, including the Association's lien rights, shall fully apply. The Association Assessments and the Association Fines shall be in addition to, and not in lieu of, the Assessments and fines levied by the Neighborhood Association. The rights granted to the Neighborhood Association by this Section 7.12 shall be in addition to, and no in lieu of, those rights granted to the Association by the Trinity Declaration.

#### ARTICLE VIII

##### ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

8.01 **Purpose.** In order to preserve the natural setting and beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots and Units and any and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VIII. Every grantee of any interest in a Lot or Unit, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article VIII.

8.02 **Modifications Committee.** The Board of Directors shall have the authority to establish a Modifications Committee, whose

function shall be to review certain modifications, alterations and changes to construction, improvements or landscaping originally reviewed and accepted by the Architectural Review Committee. Upon delegation by the Architectural Review Committee to the Modifications Committee, the Modifications Committee shall receive and review plans and specifications and all supporting documentation and correspondence as described in Sections 10.03.04 and 10.03.05 of the Trinity Declaration, and the architectural review decision of the Modifications Committee shall be binding and final; provided, however, that the Architectural Review Committee at all times shall have the right to receive copies of all architectural review decisions made by the Modifications Committee and the right to object to any architectural review decision made by the Modifications Committee, as more fully described in Section 10.03.02(c) of the Trinity Declaration.

8.03 Residential Use. Except as provided in Section 3.08 of this Declaration, all Lots and Units shall be used only for single-family, private, residential purposes and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

8.04 Single-Family Dwellings. No building shall be constructed or maintained on any Lot other than one detached single-family dwelling.

8.05 Minimum Size of Dwellings. The minimum square foot area of all ~~one-story~~ dwellings shall be 1,800 square feet. The minimum square foot area of all ~~two-story~~ dwellings shall be 2,000 square feet. No two-story dwellings shall be permitted on Lots 1 through 23, inclusive. In computing square footage, credit shall not be given for garages, porches, patios, terraces, or other similar areas.

8.06 Elevation. The first floor elevation of all Units shall comply with the one hundred (100) year flood criteria established by Pasco County ordinance. No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the Property beyond the Lot line. Further, no Lot abutting water shall be increased in size by filling in the water it abuts.

8.07 Setback Restrictions:

8.07.1 Dwellings. No dwelling shall be constructed within twenty (20) feet of the right-of-way line of a street, or within fifteen (15) feet of the rear Lot line, or within seven and one-half (7-1/2) feet of the sidelines on any one side of the Lot, unless approved by the Architectural Review Committee.

8.07.2 Swimming Pools. No swimming pool or screen enclosure of a swimming pool shall be constructed or maintained within five (5) feet of any rear Lot line, or within five (5) feet

of the sidelines of any one side of the Lot. No permanent above-ground swimming pools shall be constructed on any Lot.

**8.08 Roofs.** Each dwelling shall have a roof consisting of only clay or cement tile, architectural shingle or cedar shake. Notwithstanding the foregoing, each dwelling on Lots 1 through 23, inclusive, shall have a roof consisting of only barrel tile. No other roofing materials shall be installed or maintained without the prior approval of the Architectural Review Committee.

**8.09 Driveways.** All driveways shall be constructed of concrete, brick or a type of pavement acceptable to the Architectural Review Committee.

**8.10 Fences.** All fences are subject to the prior approval of the Architectural Review Committee with respect to location and material. Fences shall be composed of only finished, decorated, painted architectural lumber or decorative ornate metal. No fence shall be located in the front yard on any Lot. In addition to the foregoing, fences shall be set back a minimum of: (i) thirty-five (35) feet from the front Lot line, or (ii) ten (10) feet from the front of the dwelling, whichever is greater. No fence shall be more than four (4) feet in height. All fences shall be fully landscaped so as not to be visible from the street.

**8.11 Wells.** No wells shall be installed or maintained on any Lot without the prior approval of the Architectural Review Committee. All permitted wells shall conform with applicable governmental and other requirements. Water shall not be withdrawn from any lake by any Owner or Occupant.

**8.12 Outbuildings.** No temporary house, shack, tent, barn or other outbuilding shall be permitted on any Lot without the prior approval of the Architectural Review Committee.

**8.13 Landscaping.** Landscaping plans for each Lot must be submitted to and approved by the Architectural Review Committee prior to the commencement of any landscaping. Sodding is required for all front, rear and side yards. Each Owner shall be required to landscape his, her or its Lot in accordance with landscaping criteria established by the Architectural Review Committee, as amended from time to time. The aforesaid landscaping shall be completed by the Owner no later than the date of issuance of the Certificate of Occupancy for the Unit.

**8.14 Solar Panels.** All solar panels to be affixed on any roof or exterior of a Unit shall be subject to the prior approval of the Architectural Review Committee.

**8.15 Outside Utilities.** All utility fixtures, air conditioning equipment, pool equipment and similar apparatus which are located on the exterior of any Unit shall be landscaped so as not to be visible from any adjacent Lot or Unit or the street.

8.16 "For Sale" Signs. Only standardized "For Sale" signs, made available by the Architectural Review Committee for a nominal charge, shall be used to Owners to advertise the sale of a Lot or Unit.

8.17 Mailboxes. Only standardized mailboxes as approved by the Architectural Review Committee shall be installed or maintained on any Lot or Unit.

8.18 Clotheslines. Outside clotheslines as permitted under the Trinity Declaration shall be removed at night and at any time when not in use. No permanent clotheslines shall be permitted.

8.19 Lawn Ornaments and Flagpoles. No lawn ornaments or freestanding flagpoles shall be placed or maintained on any Lot without the prior approval of the Architectural Review Committee.

8.20 House Numbers. Only standardized house numbers, as approved by the Neighborhood Architectural Review Committee, shall be installed or maintained on any Unit.

8.21 Garbage Containers. Garbage containers shall be placed or kept out at curbside only on the appropriate collection day, and shall not be allowed to remain overnight, but shall be promptly removed from curbside and stored from view.

8.22 Commencement of Construction. By accepting a deed to a Lot, the Owner agrees to commence construction of a single-family residence upon the Lot within one (1) year from the date of the closing of the sale of such Lot by Declarant (the "Closing"). Such construction will be deemed commenced only when all of the following have occurred: (i) the Architectural Review Committee shall have approved the Owner's plans for such construction; (ii) a valid building permit shall have been issued; (iii) either (a) a bona fide construction mortgage from an institutional lender shall have been recorded in the Public Records of Pasco County, Florida, or (b) the building foundation slab shall have been poured. If such construction is not commenced within one (1) year from the date of closing of the sale of such Lot by Declarant, then Declarant shall have the repurchase rights provided in Section 10.03.20(b) of the Trinity Declaration.

#### ARTICLE IX

#### RULE MAKING

9.01 Rules and Regulations. Subject to the provisions hereof and the Trinity Declaration, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Units and the Common Areas and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Neighborhood Association to all Owners prior to the effective



date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation is specifically overruled, cancelled or modified by the Board of Directors or in a regular or special meeting of the Neighborhood Association by the vote of the Members holding a majority of the total votes in the Neighborhood Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot or Unit primarily for the purpose of sale.

9.02 Authority and Enforcement. Subject to the provisions of Section 9.03, upon the violation of this Declaration, the Bylaws or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Board shall have the power (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Unit, the Owners or Occupants of which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Neighborhood Association or Association, as applicable; or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the recreational facilities located in the Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his or her family, guests or tenants or by his or her Occupants or co-Owners or the family, guests or tenants of his or her Occupants or co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days per violation.

9.03 Procedure. Except with respect to the failure of an Owner to pay Assessments, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner or other Occupant of the Property for violations of the Declaration, the Bylaws or any rules and regulations, unless and until the following procedure is followed:

(a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

- (i) The alleged violation;
  - (ii) The action required to abate the violation;
- and
- (iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that

any further violation of the same provision of this Declaration, the Bylaws or of the rules and regulations of the Neighborhood Association may result in the imposition of sanctions after notice and hearing.

(b) Within twenty (20) days of such demand, if the violation continues beyond the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board of Directors may serve such Owner with written notice of a hearing to be held by the Board of Directors. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and

(iv) The proposed sanction to be imposed.

(c) The hearing shall be held in an executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. In addition, the notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

#### ARTICLE X

##### GENERAL PROVISIONS

10.01 Control by Declarant. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, THE ARTICLES OF INCORPORATION OR THE BYLAWS OF THE NEIGHBORHOOD ASSOCIATION, DECLARANT HEREBY RETAINS THE RIGHT TO APPOINT AND REMOVE ANY MEMBER OR MEMBERS OF THE BOARD OF DIRECTORS OF THE NEIGHBORHOOD ASSOCIATION AS PROVIDED BY AND FOR THE TERM SET FORTH IN SECTION 6.01. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Neighborhood Association in accordance with the foregoing provisions of this Section 10.01 and the provisions of Section 6.01, without the necessity of a vote at an



annual meeting. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Neighborhood Association pursuant to the provisions of Section 6.01 and this Section 10.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots or Units, and a special meeting of the Neighborhood Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors, and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Neighborhood Association and any agreements or contracts executed by or on behalf of the Neighborhood Association during such period and which Declarant has in its possession.

10.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Neighborhood Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Public Records of Pasco County, Florida, without the approval of any Owner or Mortgagee; provided, however, that, with the exception of the addition of Additional Property to the terms of this Declaration, (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot, Unit or the Common Areas as set forth in this Declaration or adversely affects the title to any Lot or Unit, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Notwithstanding the foregoing to the contrary, the expiration or termination of the right of Declarant to appoint and remove any directors and officers of the Neighborhood Association shall not terminate Declarant's right to amend the Declaration for the purpose of submitting the Additional Property to the provisions of this Declaration as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 10.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot or Unit, agrees to be bound by such amendments as are permitted by this Section 10.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Property (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Units subject to this

Declaration; (c) if such amendment is required by an Institutional Mortgage holder to make or purchase mortgage loans on any Lot, Unit or other improvements subject to this Declaration; or (d) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots, Units or other improvements subject to this Declaration.

10.03 Amendment by Neighborhood Association. Amendments to this Declaration, other than those authorized by Section 10.02 hereto, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Neighborhood Association at which such proposed amendment is to be considered and shall be delivered to each Owner and Member of the Neighborhood Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Members of the Neighborhood Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Neighborhood Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Declarant owns a Lot or Unit primarily for the purpose of sale, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Members and, where required, Declarant and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the president of the Neighborhood Association attached to or incorporated in the amendment executed by the Neighborhood Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

10.04 Enforcement. Each Owner shall comply strictly with the Bylaws and the published rules and regulations of the Neighborhood Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot or Unit, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the recreational facilities, located in the Common Areas, or for instituting an action to recover sums due, for damages, and/or for injunctive relief and/or any other remedy available at law or in equity, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Neighborhood

Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Neighborhood Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the rules and regulations of the Neighborhood Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Neighborhood Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction or other equitable action to restrain any such violation or breach or any threatened violation or breach. No judicial or administrative proceeding shall be commenced or prosecuted by the Neighborhood Association unless approved by a vote of seventy-five (75%) percent of the total vote of the Neighborhood Association. This Section shall not apply, however, to (a) actions brought by the Neighborhood Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments or fines, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims or crossclaims brought by the Neighborhood Association in proceedings instituted against it. No delay, failure or omission on the part of Declarant, the Neighborhood Association or any aggrieved Owner in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant, or the Neighborhood Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the Bylaws or any rules and regulations of the Neighborhood Association, however long continued. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

10.05 Duration. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of Declarant, the Neighborhood Association and all other Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after the date of the recording of this Declaration, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said fifty (50) year period, this Declaration shall be automatically renewed for

successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration, if, during the last year of the initial fifty (50) year period or the last year of any ten (10) year renewal period, seventy-five percent (75%) of the total votes of the Neighborhood Association are cast in favor of terminating this Declaration at the end of the then current term. In the event that the Neighborhood Association votes to terminate this Declaration, an instrument evidencing such termination shall be duly filed, such instrument to contain a certificate wherein the president of the Neighborhood Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in the Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property as provided hereby. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer, to the covenants, conditions, restrictions, easements, rights, benefits and privileges of every character contained herein, shall be deemed and taken to be appurtenant to and covenants running with such property, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this Declaration were fully recited and set forth in their entirety in such documents.

**10.06 Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance, building codes or other regulations which are less restrictive. The effective date of this Declaration shall be the date of its filing for record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Florida.

**10.07 Assignment.** Declarant may assign all or a portion of its rights under this Declaration, or all or a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. After an assignment, the assignee shall have the same

rights and powers, and be subject to the same obligations and duties as were Declarant prior to the assignment, and Declarant shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

10.08 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.09 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

10.10 Rights of Third Parties. This Declaration shall be recorded for the benefit of Declarant, the Association, the Neighborhood Association, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

10.11 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot or Unit, the Owner must promptly furnish to the Neighborhood Association in writing the name and address of such purchaser, lessee, mortgagee or transferee.

10.12 No Trespass. Whenever the Neighborhood Association, the Association, Declarant and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

10.13 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Neighborhood Association, or if no address has been so designated,

at the addresses of such Owners' respective Lots or Units. All notices to the Neighborhood Association shall be delivered or sent in care of Declarant at the following address:

c/o Adam Smith Enterprises, Inc.  
43309 U.S. Highway 19 N.  
P.O. Box 1608  
Tarpon Springs, Florida 34688-1608

or to such other address as the Neighborhood Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to Declarant at the above address or to such other address as Declarant may from time to time notify the Neighborhood Association. Notices to Mortgagees shall be delivered to such address as such Mortgagees specify in writing to the Neighborhood Association, and if no such notice is given to the Neighborhood Association, to the address provided in the Mortgage. All notices are deemed delivered when delivered by hand or when deposited in the United States mail.

10.14 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, easements, dedications, reservations and other terms and provisions set forth in the plats of the Property, which plats are recorded or to be recorded in the public records of Pasco County.

10.15 Non-Condominium. The Neighborhood Association created pursuant to this Declaration and the Articles of Incorporation of the Association is expressly not intended to be a condominium association and is not created in accordance with Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration in the public records of Pasco County, Florida.

10.16 Use of Bellerive at Fox Hollow Name. All parties owning or otherwise making any use of any portion of the Property shall be deemed, by virtue of accepting such ownership or making such use, to have covenanted and agreed that: (i) except as provided below, no usage of the name "Bellerive at Fox Hollow" will be made in naming or referring to any business or activity within or outside of the Property or in describing or referring to the location of any business or enterprise conducted within or outside of the Property and (ii) generally, no usage of that name will be made whatsoever without the express prior written approval of Declarant.

10.17 Exhibits. The following exhibits are attached to and incorporated in this Declaration:

Exhibit "A" - Legal Description of Initial Property

(SIGNATURES ON FOLLOWING PAGE)



IN WITNESS WHEREOF, duly authorized officers of the undersigned Declarant have executed this Declaration under seal, as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ADAM SMITH ENTERPRISES INC., a Florida corporation

William J Sweetman  
Name: WILLIAM J SWEETMAN  
LEW FRIEDLAND  
Name: LEW FRIEDLAND

By: [Signature]  
Name: LEW FRIEDLAND  
Title: President

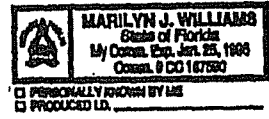
(CORPORATE SEAL)  
("DECLARANT")

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 4th day of JANUARY, 1994 by LEW FRIEDLAND, the PRESIDENT of ADAM SMITH ENTERPRISES, INC., a Florida corporation, on behalf of the corporation. The above-named individual  is personally known to me or [ ] has produced the following identification \_\_\_\_\_ which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath.

Marilyn J Williams  
Print Name: MARILYN J WILLIAMS  
NOTARY PUBLIC - STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Notarial Seal)



JOINDER OF NEIGHBORHOOD ASSOCIATION

BELLERIVE AT FOX HOLLOW HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants, Conditions and Restrictions for Bellerive at Fox Hollow for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

BELLERIVE AT FOX HOLLOW HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Name: WILLIAM J. SWEETNAM  
[Signature]  
Name: LEW FRIEDLAND

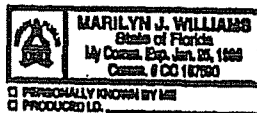
By: [Signature]  
Name: LEW FRIEDLAND  
Its: President  
(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELAS )

The foregoing instrument was acknowledged before me this 4th day of JANUARY, 1997 by LEW FRIEDLAND, the PRESIDENT of BELLERIVE AT FOX HOLLOW HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. The above-named individual  is personally known to me or  has produced the following identification \_\_\_\_\_ which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath.

[Signature]  
Print Name: MARILYN J. WILLIAMS  
NOTARY PUBLIC - STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(Notarial Seal)





JOINDER OF ASSOCIATION

TRINITY COMMUNITIES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants, Conditions and Restrictions for Bellerive at Fox Hollow for the sole purpose of agreeing to perform its obligations as contained herein.

Signed, sealed and delivered in the presence of:

TRINITY COMMUNITIES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Name: WILLIAM J. SWEETNAM  
[Signature]  
Name: FRANKE FRIEDLAND

By: [Signature]  
Name: LEW FRIEDLAND  
Its: President  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PINEHILLS ) ss.

The foregoing instrument was acknowledged before me this 4th day of JANUARY, 1997 by LEW FRIEDLAND, the PRESIDENT of TRINITY COMMUNITIES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. The above-named individual  is personally known to me or  has produced the following identification \_\_\_\_\_ which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath.

[Signature]  
Print Name: MARILYN J. WILLIAMS  
NOTARY PUBLIC - STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

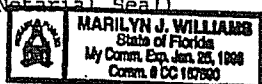
(Notarial Seal)  
  
 PERSONALLY KNOWN BY ME  
 PRODUCED I.D.

EXHIBIT "A"

Legal Description of Initial Property.

Lots 1 through 107, inclusive, THE VILLAGES AT FOX HOLLOW - WEST, according to the map or plat thereof as recorded in Plat Book 31, pages 40 through 59, public records of Pasco County, Florida.

R1764025	V5754743	01/14/94 04:17 PM	
	RECORDING/INDEXING		169.00
	RECORDS MODERNIZATION FEE		21.50
	TOTAL:		190.50
CHECK #:	124550		190.50
CRANJO	01-A	AMT PAID:	190.50

OR 3246P0437