

Prepared by and Return to:
Monique E. Parker, Esquire
Rabin Parker Gurley, P.A.
28059 U.S. Hwy. 19 N., Suite 301
Clearwater, Florida 33761

NOTICE AND CORRECTION OF SCRIVENER'S ERRORS
IN PREVIOUSLY RECORDED INSTRUMENT


STATE OF FLORIDA)
COUNTY OF PASCO)

I, David Sneddon (Affiant) being duly sworn, deposes and says:

1. I am over the age of 18 and competent to make this Affidavit.
2. I presently serve as president of the Key Vista Villas Homeowners Association, Inc., and I have personal knowledge of the facts and matters stated herein.
3. On June 18, 2020, the Key Vista Villas Homeowners Association, Inc., by vote of its constituent membership, adopted the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas, and executed a Certificate of Amendment, which was recorded with the Amended and Restated Declaration on July 9, 2020, at Official Records Book 10133, Pages 2082-2155, of the Public Records of Pasco County, Florida.
4. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas attached to the Certificate of Amendment (recorded in Official Records Book 10133, Pages 2082-2155) contained two errors, specifically the new Sections 10.8 and 10.19 of the Declaration that were approved by the membership were unintentionally omitted from the document based on an incorrect interpretation of the membership vote required to adopt the amendments to those sections.
5. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas attached to this affidavit accurately reflects the entirety of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas adopted by the Association membership, and contains the correct language for Sections 10.8 and 10.19 of the Declaration.

6. The purpose of this Notice is to correct the above referenced errors and to record the correct Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas in the Public Records of Pasco County, Florida.
7. In all other respects, the Certificate of Amendment recorded July 9, 2020, remains unaffected and stands in good stead as to the adoption of the referenced Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas attached thereto.

FURTHER AFFIANT SAYETH NOT.




 David Sneddon, President

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of August, 2021, by David Sneddon, as President of Key Vista Villas Homeowners Association, Inc., on behalf of the corporation, and is personally known to me or has produced N/A as identification.

My Commission Expires: 3-4-2023



 NOTARY PUBLIC - State of Florida at Large



Doreen A. Williams
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG307401
 Expires 3/4/2023

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FURTHER AFFIANT SAYETH NOT.

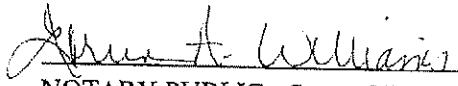


 David Sneddon, President

STATE OF FLORIDA)
 COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of AUGUST, 2021, by David Sneddon, as President of Key Vista Villas Homeowners Association, Inc., on behalf of the corporation, and is personally known to me or has produced N/A as identification.

My Commission Expires: 3.4.2023



 NOTARY PUBLIC - State of Florida at Large


 Doreen A. Williams
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG307401
 Expires 3/4/2023

EXHIBIT "A"**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KEY VISTA VILLAS**

This instrument amends, consolidates, and restates in its entirety the Declaration of Covenants, Conditions, and Restrictions for Key Vista Villas.

Whereas, the original Declaration Covenants, Conditions, and Restrictions for Key Vista Villas was recorded in Pasco County, Florida Official Records Book ("ORB") 4504, Page 730 , and thereafter successively amended, in ORB 4576, Page 861, ORB 4673, Page 883, ORB 4701, Page 920, ORB 4828, Page 807, ORB 4841, Page 11, ORB 5164, Page 1395, ORB 5164, Page 1400, ORB 7689, Page 182, ORB 7689, Page 184, ORB 7720, Page 694; and

Whereas, it is desirable to consolidate, amend, and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with the Key Vista Villas;

Now, therefore, this amended, consolidated and restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas (as so amended, consolidated and restated, called the "Declaration") is hereby adopted as of the date that a Certificate of Amendment is recorded in the Public Records of Pasco County.

1. **SUBMISSION STATEMENT.** The real property described in the attached **COMPOSITE EXHIBIT A** shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

2. **DEFINITIONS.**

2.1 Act shall mean Chapter 720 of the Florida Statutes, currently known as The Florida Homeowners' Association Act, as it may be amended or renumbered from time to time.

2.2 Architectural Control Committee or the committee shall mean and refer to the person or persons designated from time to time to perform the duties of the Design Review Board as set forth herein, and their successors and assigns.

2.3 Articles shall mean the Articles of Incorporation of the Key Vista Villas Homeowners Association, Inc., a Florida non-profit corporation, including any and all amendments or modifications thereof.

2.4 Association shall mean and refer to Key Vista Villas Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

- 2.5 Board shall mean the Board of Directors of the Association.
- 2.6 Bylaws shall mean the Bylaws of the Association including any and all amendments or modifications thereof.
- 2.7 Common area shall mean all real property (including the improvements thereon) now or hereafter owned by the association for the common use and enjoyment of the owners, including, but not limited to the pool and patio area located within the properties as Tract L.
- 2.8 Common expense shall mean and refer to any expense for which a general and uniform assessment may be made against the owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the common area, certain boundary walls and entrance signs, if any, and shall include the assessments from the master association for the maintenance, repair, replacement and management of the areas of responsibility of the master association.
- 2.9 Declarant shall mean and refer to Key Vista Investments, LLC, a Florida limited liability company, its successors and assigns.
- 2.10 Declaration shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Key Vista Villas and any amendments or modifications thereof hereafter made from time to time.
- 2.11 Dwelling shall mean and refer to each and every single-family residential unit constructed on any lot.
- 2.12 Developer shall mean and refer to Ryland Communities, Inc., a Florida corporation, its successors and assigns.
- 2.13 FHA shall mean and refer to the Federal Housing Administration.
- 2.14 First mortgagee shall mean and refer to an institutional lender who holds a first mortgage on a lot.
- 2.15 FNMA shall mean and refer to the Federal National Mortgage Association.
- 2.16 GNMA shall mean and refer to the Government National Mortgage Association.
- 2.17 Governing documents shall mean this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws, and the adopted rules, regulations, resolutions and procedures of the Association all as may be hereafter amended from time to time. In the event of conflict, the hierarchy of the association governing documents shall be in the order stated.

2.18 HUD shall mean and refer to the U.S. Department of Housing and Urban Development.

2.19 Institutional lender shall mean and refer to the owner and holder of a mortgage encumbering a lot or a residential dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

2.20 Institutional mortgage shall mean and refer to any mortgage given or held by an Institutional Lender.

2.21 Interpretation shall mean unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term including, shall mean including without limitation. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

2.22 Lot shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that lot shall not mean any common area.

2.23 Master association shall mean and refer to Key Vista Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2.24 Master declaration shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Key Vista, together with any recorded amendments thereto, recorded in the Public Records of Pasco County, Florida.

2.25 Master plan shall mean and refer to the Master Development Plan for Key Vista Villas on file with the Planning and Zoning Department of Pasco County, and as the same may be amended or modified from time to time.

2.26 Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term owner shall include declarant for so long as declarant shall hold title to any lot.

2.27 Parcel shall mean and refer to any part of the properties other than the common area, lots, dwellings, streets and roads, and land owned by the association, or a governmental body or agency or public utility company, whether or not such parcel is developed or undeveloped, and without regard to the use or proposed use of such parcel. Any parcel, or part thereof,

however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a parcel, or part thereof, and shall become lots.

2.28 Plats shall mean and refer to the plats of Key Vista Phases 1 through 4 recorded in the Public Records of Pasco County, Florida and attached hereto as COMPOSITE EXHIBIT B.

2.29 Properties or property shall mean and refer to that certain real property described on attached COMPOSITE EXHIBIT A, and made subject to this declaration.

2.30 SWMS shall mean the Surface Water Management System as defined hereafter.

2.31 VA shall mean and refer to the Veterans Administration.

3. PURPOSE. Operation, Maintenance, and Repair of Common Area. The purpose of the association shall be to manage and operate the properties, maintain and repair the common area, and any improvements thereon, and to maintain certain improvements on the lots as more fully detailed in Section 8 herein.

4. EASEMENTS.

4.1 Easements Reserved in Common Area. The Association hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the common area, lots, or any of the properties for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the properties and do not interfere with the dwellings thereon. The Association ~~declarant~~ shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and facilities in, on, under and over the common area, provided such lines and facilities benefit land which is or will be within the properties.

The declarant also hereby reserves for itself and the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the properties for the purpose of exercising its and their rights and obligations under this Declaration.

4.2 Easement for Lateral and Subjacent Support. There shall be an appurtenant easement between lands adjacent to the other side of a structure's wall for lateral and subjacent support and for encroachments caused by placement, settling and shifting of any such walls as constructed or reconstructed.

4.3 Easement for Maintenance of Boundary Walls. The declarant hereby reserves to itself and grants to the master association, and the Association, its agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the properties or the lots or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the duties of boundary wall maintenance, if any, under this Declaration. Such right of entry

shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. There are reserved and established reciprocal appurtenant easements between the lands adjacent to either side of a boundary wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

4.4 Easements Established and Reserved for Utilities and Drainage.

A. There is hereby established and reserved perpetual easements for the installation and maintenance of utilities and drainage areas in favor of the Association and Pasco County in and to all utility easement and drainage easement areas shown on the plat (which easements shall include, without limitation, the right of reasonable access over lots to and from the easement areas), and the Association and Pasco County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this section nor as shown on the plat shall impose any obligation on the Association to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by declarant in such easement areas. The easement areas of each lot, whether as reserved hereunder or as shown on the plat, and all improvements in such easement areas shall be maintained continuously by the owner of the lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the plat, the Association shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

B. No permanent improvements or structures which obstruct the drainage flow shall be placed or erected upon the drainage easements designated on the plats. In addition, no fences, driveways, pools, and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such drainage easements. Any structures installed in the easements shall be at the risk of the owner. This paragraph shall not apply to the Association if such improvements by it are approved by Pasco County.

C. The declarant, for itself and its successors and assigns and for the master association and the Association hereby reserves an easement running along the rear of any lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the properties. Once such fence or monuments, or both, have been erected, the master association or the Association, as the case may be, shall have the obligation, at the master

association's or Association's expense, which shall be a common expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition.

D. Association and owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the properties, their present owners and their successors and assigns. The easement set forth in this paragraph shall include the right to tie in, join, and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the properties so as to provide access to these services to said abutting lands directly from the properties.

E. The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the properties; provided, however, that the creation thereof does not adversely affect the use of any lot.

F. The creation of new easements as provided for in this section shall not unreasonably interfere with ingress to and egress from a lot or residence thereon.

G. In the event that any structure or improvement on any lot shall encroach upon any of the common areas or upon any other lot for any reason other than the intentional or negligent act of the owner, or in the event any common area shall encroach upon any lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

H. If ingress and egress to any dwelling is through the common areas, any conveyance or encumbrance of the common area is subject to the owner's easement for ingress, egress, and utilities.

I. Notwithstanding anything in this section to the contrary, no easement granted by this section shall exist under the outside parametrical boundaries of any residential structure originally constructed by the declarant on any portion of the properties.

4.5 Reciprocal Easements for Dwellings. The villas are in some instances zero lot line and therefore easements are required on adjoining lots to permit the maintenance, repair, and replacement of improvements on adjoining lots. Therefore, there shall be reciprocal appurtenant easements between each lot and such portion or portions of the common area adjacent thereto, or between adjacent lots, or both, for the maintenance, repair and reconstruction of any walls or buildings or other improvements; for lateral and subjacent support; for roofs and eaves and for maintenance, repairs and replacements thereof for encroachments caused by the placement, settling, and shifting of any such walls or improvements as constructed by declarant, developer, or the Association, or reconstructed in accordance with this Declaration; and for access to maintenance and repair of utility facilities serving more than one lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a lot and serves more than such lot, the owners of the other lot(s) served thereby shall

have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the owner of the lot encumbered by the easement shall be reimbursed for any significant physical damage to his/her lot as a result of such exercise by the owner(s) making use of such easement(s).

4.6 Further, without limiting the generality of the foregoing, it is intended that the easement for encroachments provided herein shall include the encroachment of any dwelling, including without limitation roofs and eaves, upon an adjacent lot, where the original placement of a wall is intended to be but is not located on the boundary between two lots, or where roofs and/or eaves are extended and extend over the adjacent lot(s). As to any such encroachment, the easement granted hereunder shall survive damage or destruction of the dwelling or part thereof causing the encroachment, so that such dwelling may be reconstructed as originally constructed, regardless of the encroachment, and the owner of the encroaching dwelling shall have an easement upon the adjacent lot(s) as reasonably necessary for reconstruction or repair of the encroaching dwelling. To the extent not inconsistent with the terms of this Declaration, the applicable case law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof, and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an owner, tenant, or the Association.

5. SURFACE WATER MANAGEMENT SYSTEM, WETLAND AND WILD LIFE HABITAT.

5.1 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Association, unless delegated to the master association by the master association declaration or appropriate governing agency, shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds in the properties. All SWMS within the properties which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by Pasco County or another governmental agency, will be the ultimate responsibility of the Association, which may enter any portion of the common areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be a common expense.

A. No structure of any kind shall be constructed or erected in or on, nor shall an owner in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Association.

B. No owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by ~~declarant~~, the Association, or any appropriate governmental agency that may reasonably require

access. Nonexclusive easements therefore are hereby specifically reserved and created.

C. No lot, parcel, or common area shall be increased in size by filling in any lake, pond, or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

D. All SWMS and conservation areas, excluding those areas (if any) maintained by Pasco County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any lot, parcel, or common area and make whatever alterations, improvement or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a common expense, unless the reason for the Association having to enter the lot is due to the negligence or intentional conduct of the lot owner. No person may remove native vegetation that may become established within the conservation areas. Removal includes dredging, application of herbicide, pulling and cutting.

E. Nothing in this section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association and the declarant, its successors and assigns.

F. Lots may contain or abut conservation areas which are protected under recorded conservation easements. These areas may not be altered from their present conditions except in accordance with the restoration program included in the conservation easement, or to remove exotic or nuisance vegetation, including, without limitation, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern, cattails, primrose willow, and grape vine. Owners are responsible for perpetual maintenance of signage required by the permit issued by SWFWMD, which maintenance shall be performed to the greatest degree lawful by the Association.

5.2 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has responsibilities for the SWMS or any conservation areas and has been consented to in writing by SWFWMD. Any proposed amendment, which would affect the SWMS, or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. SWFWMD shall have the right to take enforcement

measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

5.3 Provision for Budget Expense. In the event the properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

6. PROPERTY RIGHTS OF OWNER.

6.1 Owners' Easements of Enjoyment. Every owner shall have a right and non-exclusive easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. The right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the common area and lots;

B. The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the common area and said fees shall be established by the Board through a resolution setting the fees, which shall be reasonable;

C. The right of the Association to suspend the voting rights and right to use of the common area by an owner for any period during which any regular annual assessment levied under this Declaration against his/her lot remains unpaid, and for a period not to exceed the maximum duration permitted by the Act, until compliance, as determined by the Board of Directors. The rights of the owner are subject to the Association's undertaking its obligation to ensure that the lots and homes are maintained in accordance with the community standards.

D. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility as provided by its Articles;

E. The right of the Association to grant easements as to the common area or any part thereof as provided by its Articles; and,

F. The right of the Association to otherwise deal with the common area as provided by its Articles.

6.2 Delegation of Use. Any owner may delegate, in accordance with the Bylaws, their right of enjoyment to the common area and facilities to the members of their family, tenants, or contract purchasers, provided the foregoing actually reside at the owner's lot.

7. MEMBERSHIP AND VOTING RIGHTS.

7.1 Membership. Every owner of a lot, which is subject to assessment, shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An owner of more than one lot shall be entitled to one membership for each lot owned. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, and it shall be automatically transferred by conveyance of that lot.

7.2 Voting. There shall be one vote for each lot owned by a member. Where more than one person or entity shall at any time be the owner of a lot, the vote allocable to such lot shall be exercised as such owners mutually determine. Any one of multiple owners of a lot may exercise the voting rights on behalf of the lot, provided that if the multiple owners cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another owner, the vote for that lot will not be counted. The vote of an owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

8. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

8.1 Responsibilities.

A. Common Areas. The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the common area, including without limitation the common area pool, spa, and clubhouse located within the properties, and shall keep the same in good, clean, and proper condition, order, and repair. The Association shall also maintain and care for the land designated hereinabove, in the manner therein required. The Association shall be responsible for the payment of all costs, charges, and expenses incurred in connection with the operation, administration, and management of the common area, and performance of its other obligations hereunder.

B. Lots. All repairs of the home and lot, other than painting and original irrigation, such as but not limited to; repair or replacement of roofs, gutters, downspouts, driveways and cleaning of sidewalks and driveways, windows, exterior light fixtures, mailboxes or their mounting posts, or any exterior feature attached or installed by the owner, are the homeowners' responsibility. Lot owners are also responsible for all maintenance, repairs and replacement of wells and related equipment.

1. Painting/Maintenance. The Association shall maintain the exterior surfaces of the dwellings, including painting (and cleaning of the dwellings in connection with such painting) except when outside walls have been damaged due to personal wells, neglect or vandalism.

2. Landscaping. Landscaping maintenance is defined as mowing, edging, pruning, detailing, chemical treatments for fertilizing, control of weeds, insects and pest control disease and trimming of trees, shrubs and bushes under twelve feet (12') in height, and such shall be performed by the Association.

3 Irrigation. With respect to each lot, the Association will only be responsible for maintaining the irrigation system that was originally installed by the developer. Therefore, if any improvements or alterations to the original irrigation system are completed, the costs and maintenance of such improvements or alterations will be the responsibility of the individual lot owner. Maintenance of the irrigation shall be the inspection of irrigation systems, setting of the irrigation timers (clocks), replacement of parts to include timers, valves, spray heads and associated tubing. The association does not maintain backflow preventers.

a. If the lot owner with a deficient irrigation system fails to pay for such modifications to the irrigation system as the Association and its consultants may recommend, the Association will not be responsible for any damage to the lawn and landscaping which results from the inadequate irrigation system. Furthermore, in connection with the replacement of landscaping, the Association will have the discretion to determine the extent and manner in which any landscaping that dies, as a result of causes other than inadequate maintenance by the Association, is to be replaced.

b. Well installation, maintenance and repairs and all related equipment is the sole responsibility of the Lot Owner.

8.2 Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the manager to assist in managing its affairs and carrying out its responsibilities hereunder in the name of the Association to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the manager. Any management agreement must be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties. This provision shall supersede any termination provision in any management agreement entered into by the Association, and any manager entering into a management agreement with the Association expressly agrees to the applicability of this section to the management agreement.

8.3 Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

8.4 Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, including directors and officers coverage that indemnifies all

Association volunteers against legal action arising from the performance of their official duties while actively serving the Association, as well as other insurance that it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds. The lot owner shall be obligated to procure and maintain fire, windstorm, and all hazard insurance on the dwelling and for the personal property of the lot owner and public liability insurance. The lot owner shall be obligated to file with the Association, certificates of insurance evidencing the insurance required, preferably by February first of each calendar year, but in any case no later than the first day of March. If the lot owner fails to provide proof of insurance or procure any of the required insurance policies, then the Association shall be entitled to undertake legal action to require the lot owner to purchase and/or provide proof of insurance.

8.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles, or Bylaws, ~~or by law~~ and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

8.6 Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be common expenses and shall be paid by all members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation, or the Bylaws are deemed to be and are hereby common expenses. Common expenses shall be borne by all members.

8.7 Enforcement. In any proceeding arising because of an alleged failure of a unit owner, tenant, guest, or occupant to comply with the terms of the governing documents as may be amended from time to time, or to collect a fine imposed hereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees incurred in connection therewith, including costs and fees incurred in pre-litigation efforts and on appeal.

The Association may suspend for a reasonable period of time the rights of an owner or an owner's tenants, guests, or invitees, or both, to use the common areas and facilities and may levy reasonable fines, not to exceed one hundred dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed one thousand dollars (\$1,000.00) in the aggregate, against any owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine of less than \$1,000.00 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court. A fine or suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity to request a hearing to the lot owner and, if applicable, his/her tenant, occupant, licensee, or invitee by delivering said written notice, before the imposition of any fine or suspension, to the lot owner by registered or certified mail, return receipt requested, and by first-class United States mail to the lot owner at his/her last address as reflected in the records

of the Association, if the address is within the United States, and delivered to the owner at the address of the parcel if the owner's address as reflected in the records of the Association is not the parcel address. If the address reflected in the records is outside the United States, sending the notice to that address and to the parcel address by first-class United States mail is sufficient. Delivery of the notice shall be deemed given upon mailing as required by this subsection. A hearing shall not be required unless the lot owner and, if applicable, his/her tenant, occupant, licensee, or invitee delivers to the Association written notice requesting a hearing within 14 days after receipt of the written notice of the fine. Delivery may be accomplished by United States Mail, facsimile or email to the Association, its registered agent or management company. The written notice requesting a hearing shall be considered delivered when received by the Association, its registered agent or management company. The hearing must be held before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the common area shall impair the right of a lot owner or lot owner's tenant, occupant, licensee, or invitee to have vehicular ingress to and egress from such owner's lot, including, but not limited to, the right to park.

8.8 Litigation. As a condition of membership in the Association, all lot owners and, if applicable, their tenants, occupants, licensees, or invitees waive any right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of, pertaining to or relating in any way to the Declaration and its exhibits and attachments.

9. COVENANT FOR MAINTENANCE ASSESSMENTS.

9.1 Creation of the Lien and Personal Obligation for Assessments.

A. Each owner of any lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and charges for common expenses; and (2) special assessments or any other charges against a particular lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, late fees, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B A lot owner, regardless of how their title to the lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while an owner. The lot owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the lot upon which the assessments are made. A lot owner is jointly and severally liable with the previous lot owner for all unpaid assessments that

came due up to the time of transfer of title. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present lot owner from the previous lot owner. For the purposes of this paragraph, the term previous lot owner shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present lot owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

9.2 Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the properties, and for the improvement and maintenance of the common area and the carrying out of the other purposes, responsibilities, and obligations of the Association under this Declaration, the Articles, and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the common area, including the costs of repair, replacement and additions thereto; the establishment of such reserve accounts as may be required by law, or which the Board determines are appropriate; the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and assessments made or levied against the common area; the procurement and maintenance of insurance, the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the common area and such public lands as may be designated by the the Association; the maintenance repair and replacement of boundary walls required or permitted to be maintained by the Association, the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

9.3 Annual Assessment for Common Expenses. The annual assessment for common expenses may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year, not including the portion of the assessment increase attributable to the funding of reserve accounts established by the Association. If a Board adopts in any fiscal year an annual budget which requires assessments against lot owners which exceed fifteen percent (15%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the lot owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting members. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand deliver to each lot owner, or mail to each lot owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the Association. Lot owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting Members in the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

9.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment that is in excess of ten percent (10%) of the Association's adopted budget shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

9.5 Notice of Meeting and Quorum for Any Action Authorized Under 9.3 and 9.4. For any such meeting required under 9.3 and 9.4, notice shall be sent to all members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members (in person or by proxy) entitled to cast thirty (30%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called at the discretion of the Board of Directors subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members (in person or by proxy) entitled to cast twenty (20%) percent of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.6 Exemption from Assessments. The assessments, charges and liens provided for or created herein, shall not apply to the common area or any other homeowner's association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

9.7 Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment for common expenses against each lot not later than December 1st of each calendar year for the following calendar year. Written notice of the annual assessment for common expenses shall be sent to every owner subject hereto. Unless otherwise established by the Board of Directors, annual assessments for common expenses shall be collected on an annual basis. The due date for special assessments shall be as established by the Board of Directors.

9.8 Lien for Assessments. All sums assessed to any lot pursuant to this Declaration, together with interest, late fees in the amount determined by the Board of Directors, which shall not exceed the amount permitted by the Act, and all costs and expenses of collection, including reasonable attorney's fees, including appellate and bankruptcy attorney fees, shall be secured by a continuing lien on such lot in favor of the Association. The lien is effective from and shall relate back to the recording of the original Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Pasco County.

9.9 If a first mortgagee (or its successors or assigns) obtains title to a lot as a result of the foreclosure of its first mortgage, or in the event a first mortgagee obtains title to a lot as a result of a conveyance in lieu of foreclosure of its first mortgage, the liability of the first mortgagee for a share of the common expenses or assessments chargeable to the lot, or to the owner of said lot, which became due prior to the acquisition of title by the first mortgagee, shall be as set forth in the Florida Statutes, as amended from time to time.

9.10 Any party other than the first mortgagee or its successors or assigns of the first mortgage shall be jointly and severally liable with the prior owner for all outstanding amounts owed to the Association.

9.11 Effect of Nonpayment of Assessments. Any assessment not paid within ten (10) days after the due date shall bear interest from the date of delinquency at the maximum rate allowed by law and shall be subject to a late fee in the amount determined by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area, or abandonment of his/her lot.

9.12 Foreclosure. The lien for sums assessed pursuant to this Declaration, may be enforced by judicial foreclosure. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees, which shall include appellate and bankruptcy attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure, including any special assessments levied by the Association, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

9.13 Homestead. By acceptance of a deed thereto, the owner and spouse thereof, if married, of each lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law and the Florida Constitution, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

9.14 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer except as to the extent provided elsewhere herein. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the

lien thereof. The Association shall, upon written request, report to any such first mortgagee of a lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due. Any such first mortgagee holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created herein. Mortgagees are not required to collect assessments.

9.15 Special Assessment for Maintenance Obligations of Owners. In the event an owner should fail to perform, any maintenance, repair or replacement required under the terms of this Declaration, the Association, upon ten (10) days prior written notice sent certified or registered mail, return receipt requested, or hand delivered, may have such work performed, and the cost thereof shall be specially assessed against such lot, which assessment shall be secured by the lien set forth herein and may be foreclosed in the manner provided herein.

9.16 Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge not to exceed the amount provided in the Act as to lot accounts not in collection with the Association's attorney, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot shall be binding upon the Association as of the date of its issuance to the extent provided by the Act.

9.17 Cable Television. The Association may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

9.18 Visual Security. The Association may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

9.19 Community Bulletin Board. The Association may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television or internet service companies for the provision of a community bulletin board channel and/or a community website to the community and all dwellings included therein. If such agreement is established, the fees for the community bulletin board channel and/or community website payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year.

No owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

10. USE RESTRICTIONS.

10.1 Residential Use. All of the Subdivision shall be known and described as residential property and no more than one detached, single-family dwelling may be constructed on any lot, except that more than one lot may be used for one dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the plat and in this Declaration. No dwelling shall be used for any purpose other than single family residential use. Single family shall mean one or more persons who are all related by blood, marriage, legal adoption or fostering; or no more than two unrelated persons living and cooking together as a single housekeeping unit.

10.2 Structures. No residence shall be erected nearer than twenty (20) feet from a front street line or fifteen feet (15') from a rear lot line or zero to ten feet (0'-10') from any side lot line or ten to twenty feet (10'-20') from the side street line. The terms structure, street line, and front yard, shall have the means ascribed by the Pasco County Zoning Regulations in effect as of the date of the recording of this Declaration unless the Association has adopted its own definitions; provided, however, the term structure shall not include a fence. Swimming pools shall only be located in the rear yard consistent with setback lines and must be in ground pools. Above ground swimming pools are prohibited.

10.3 Dwelling. No dwelling shall have a floor square foot area of less than one thousand, one hundred fifty (1,150) square feet, exclusive of screened area, open porches, terraces, patios, and garages. All dwellings shall have at least one (1) inside bath. A bath, for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and wash basin. All dwellings shall have at least a two (2) car garage attached to and made part of the dwelling. All dwellings shall consist of a single story. All dwellings shall be constructed with concrete driveways and grassed front, side, and rear lawns. Each dwelling shall have a shrubbery planting in front of the dwelling.

10.4 Lot Owner's Responsibility for Walls and Fences. Lot owners shall not alter or modify any wall or fence, including, without limitation, the color of such wall or fence. All maintenance, repair, and replacement of any wall or fence installed by the declarant shall be the responsibility of the Association as a common expense. Lot owners shall be prohibited from erecting or installing any walls or fences.

10.5 Use of Accessory Structures. Other than the dwelling and its attached garage, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any lot temporarily or permanently, whether as a residence or for any other purpose. No recreation vehicles may be used as a residence or for any other purpose on any of the lots in the properties.

10.6 Commercial Uses and Nuisances.

A. No trade, business, profession or other type of commercial activity shall be carried on upon any lot. However, home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media may be permitted.

B. No nuisances shall be allowed to be committed, or maintained upon the property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by the residents. No immoral, improper, or offensive use shall be made on the property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the property shall be observed. Any disturbance on the property requiring police intervention shall be deemed a nuisance and a violation of this provision.

10.7 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets as further defined by the Board of Directors, but which definition shall not include reptiles of any kind, may be kept provided they are not kept, bred, or maintained for any commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot, and provided further that no more than a total of two (2) animals may be kept on any lot. Each dog or cat must be on a leash and in full physical control by the owner or owner's family member at all times when the dog or cat is outside of the owner's lot. No pets shall be permitted to place or have excretions on any portion of the property unless the owner of the pet physically removes any such excretions from that portion of the property.

10.8 Vehicles. The parking or storage of vehicles except in designated areas of the properties is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind is prohibited in the common area except in areas designated as parking areas by the Association. The overnight parking of any of the following vehicles is prohibited upon any areas of the common area or within a lot: trucks or vans used for commercial purposes, mobile homes, trailers, boats, boat trailers, truck campers, and any trucks or vans weighing more than three quarter (3/4) ton unless parked fully within a closed garage. No inoperable vehicle may be parked in the common area, or on the property, including, without limitation, designated parking areas. Maintenance on vehicles shall be done in accordance with any rules and regulations adopted by the Board governing maintenance of vehicles. The Board of Directors may adopt additional rules and procedures relating to parking on the properties. Any vehicle parked in violation of these restrictions or any rules adopted by the Board may be towed. The cost of towing, storage, any impound fees, and all costs and expenses incurred by the Association in connection with such vehicle shall be the sole cost of the owner of the vehicle. All sums so incurred by the Association, together with interest and all costs and expenses of collection, shall be secured by a continuing lien on such owner's lot in favor of the Association.

10.9 Storage. No lot shall be used for the storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view inside the garage of the dwelling. Garbage shall be placed at the curb or other appropriate place designated by the Board of Directors on the day garbage is picked up.

10.10 Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person and shall be removed by the owner when not in actual use for clothes drying purposes.

10.11 Antennas and Roof Structures.

A. No television, radio, or other electronic towers, aerials, antennas, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location, and maintenance of antennas.

B. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

10.12 Lot and Dwelling Upkeep.

A. All owners of lots with completed houses thereon, shall maintain the dwelling located thereon in good repair, including but not limited to maintaining, repairing and replacing the exterior lighting fixtures, mailboxes or their mounting posts, roof, gutters and downspouts, exterior features attached or installed by the owner, if any; and keeping trash, debris, and other objects out of the yards. All furniture must be kept in the rear of the lot and out of sight of the street. The Association shall maintain the landscaping, irrigation, shrubs, and trees within the lot as a common expense. If an owner of a lot fails, in the Board's sole discretion, to maintain their lot in a clean and orderly condition as required herein, the Board, after giving such owner at least ten (10) days written notice, is hereby authorized (but shall not be hereby obligated) to clean the lot and said owners shall reimburse Association for actual costs incurred therewith. The Association

will only be responsible for maintaining the irrigation system that was originally installed by the developer, and if improvements to the irrigation system need to be made, the costs of such improvements will be the responsibility of the individual lot owner. If the lot owner with a deficient irrigation system fails to pay for such modifications to the irrigation system as the Association and its consultants may recommend, the Association will not be responsible for any damage to the lawn and landscaping which results from the inadequate irrigation system. Furthermore, in connection with the replacement of landscaping, the Association will have the discretion to determine the extent and manner in which any landscaping and trees which die, as a result of causes other than lack of maintenance by the Association, are to be replaced. Any additions to landscaping by lot owners must be approved in writing by the Association. The Association may, but is not required to, maintain any landscaping improvements added by individual lot owners.

B. Finally, if any individual lot owners interfere or refuse to cooperate with the Association's efforts to maintain the lawns, landscaping and irrigation, such owners will be potentially liable for fines, as well as any loss or damage caused by such interference, and all costs and attorney's fees incurred by the Association as a result of such lack of cooperation or interference.

10.13 Window Treatments. No newspaper, aluminum foil, reflective film, nor any other material, other than usual and customary window treatments as defined by the Board, shall be placed over the windows of any dwelling.

10.14 Signs. No sign, billboard, or advertising of any kind shall be displayed to public view on any of the properties without the prior written approval of the Design Review Board. Any such request submitted to the Design Review Board shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty-four (24) inches in width and eighteen (18) inches in height, to be attached to a two by four (2 x 4) no higher than three (3) feet from the ground. Such sign shall contain no other wording than for sale, or for rent, the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an owner or their agent. In no event shall more than one (1) sign ever be placed on any lot. A standard real estate broker sign substantially meeting these requirements may be placed on the lot without Design Review Board approval. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the properties shall be permitted.

10.15 Trees. No owner shall remove, damage, trim, prune or otherwise alter any tree in the properties, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except as follows:

- A. With the express written consent of the Association.
- B. If the trimming, pruning or other alteration of such tree is necessary because the

tree or a portion thereof creates an imminent danger to person or property and there is not sufficient time to contact the Association for their approval.

C. Notwithstanding the foregoing limitation, an owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said owner's lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

D. It is the express intention of this section ~~46~~ that the trees existing on the properties at the time of the recording of this Declaration, and those permitted to grow on the properties after said time, be preserved, and maintained as much as possible in their natural state and condition.

E. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

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

10.17 Rules and Regulations. No owner or other permitted user shall violate the reasonable rules and regulations for the use of the common area or lots, as the same are from time to time adopted by the board.

10.18 Flags and Flagpoles. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, in accordance with, and in the manner prescribed by Section 720.304(2)(a) of the Florida Statutes, and any local ordinances.

10.19 In order to insure a community of congenial residents and thus protect the value of the lot, leasing, rental and occupancy of lots by any owner shall be subject to the following provisions:

A. Leasing.

1. All leases and occupancy of a lot shall be subject to prior approval of the Association. Lots may be leased only in their entirety and must be occupied for single family use; no fraction or portion of a lot may be leased.

2. No lot may be occupied by any person other than a bona fide owner during the first twenty-four (24) months of ownership following the transfer of a lot. No lot may be leased during the first twenty-four (24) months of ownership following the transfer of said lot. For the purpose of this restriction, a bona-fide owner is defined as an individual that owns at least one-third (1/3) of the total interest in the lot as shown in the Public Records of Pasco County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited.

3. Provided the aforesaid provisions have been fulfilled, all leases shall be subject to prior approval of the Association and no lease shall be for a period of less than twelve months nor shall any lot be leased more than twice in any twelve (12) month period.

4. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a lot owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board of Directors from time to time, not to exceed any limitation imposed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the Association may conduct a background check in connection with the lease. No lease renewals, subleasing, assignment of a lease, or any change in occupancy, is permitted without further application and approval from the Board of Directors. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

5. As a condition of approval of a lease, the owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the Association and shall contain a provision appointing the Association as agent for the owner, to enable the Association to act on behalf of the owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a lot, that all assessments in regard to the lot be current.

6. It shall be the duty of the Association to notify the lot owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days

after receipt of the application, whichever is later, the Association shall notify the lot owner of its decision.

B. Reasons for potential disapproval of a lease include, without limitation:

1. A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.
2. A history evidencing actions which indicate a disregard for, or indifference concerning, rules, and regulations associated with community living.
3. Providing untimely, false, or incomplete information in connection with the application.
4. Delinquent monetary obligations owed to the Association.

C. Disapproval. If a proposed lease is disapproved by the Association, the lot owner shall be advised in writing and the transfer or lease shall not be made. The Association has neither the duty to purchase or lease such lot, nor to provide an alternate purchaser or lessee, nor assumes any responsibility for the denial of a transfer or lease.

D. Corporate Purchasers. If the purchaser of a lot is a corporation, the approval of ownership by the corporation may be conditioned upon the approval of all persons occupying the lot in the same manner as a lease as set forth above.

E. Prohibition on Sexual Predators and Offenders. Neither sexual predators, nor sexual offenders, as those terms are defined by the Florida Statutes, shall be permitted to occupy any lot, at any time, whether he or she is an owner, tenant, or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such lot. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

F. Exceptions. The foregoing provisions shall not apply to the Association if it acquires title to a lot through foreclosure of a lien for assessments.

G. Unauthorized Transactions. Any lease or occupancy of a lot which is not authorized pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the property, in which event the lot owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on

appeal.

11. ARCHITECTURAL CONTROL.

11.1 Members of Committee. The Design Review Board shall consist of three (3) members. Each new member of the Design Review Board shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the Design Review Board may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the Design Review Board.

11.2 Purpose and Function of Design Review Board. The purpose and function of the Design Review Board shall be to (a) create, establish, develop, foster, maintain, preserve and protect within Key Vista Villas a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all properties and all common area within Key Vista Villas. Neither the Association nor the Design Review Board, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon properties or common area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for Key Vista Villas or this Declaration.

11.3 All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the properties or common area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any properties or common area except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the Design Review Board.

11.4 Standards for Review and Approval. Any such review by and approval or disapproval of the Design Review Board shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Board. Such review by and approval of the Design Review Board shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its entirety and as to its individual or component parts, in relation to its

compatibility and harmony with other, contiguous, adjacent and nearby structures and other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Key Vista Villas community in general. The Design Review Board shall have the right to refuse to give its approval to the design, placement, construction, erection, or installation of any improvement on properties or common area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable, or inappropriate for Key Vista Villas.

11.5 Design Standards and Design Review Manual for Key Vista Villas. The Design Review Board may develop, adopt, promulgate, publish and make available to all owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change, modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the Design Review Board as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any properties or common area requiring review and approval by the Design Review Board. Any such single design review manual or separate architectural design standards manual and separate landscape design standards manual may include a detailed interpretation or explanation of acceptable standards specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the Design Review Board shall, in its discretion, determine. Such design review manual, if created by the Board, shall be used by the Design Review Board and other affected persons only as a guide and shall not be binding upon the Design Review Board in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

11.6 Procedure for Design Review. The Design Review Board may develop, adopt, promulgate, publish and make available to all owners, their architects and contractors and others who may be interested, either directly or through the Association, at a reasonable charge, and either included within or separate and apart from the design review manual, reasonable and practical rules and regulations governing the submission of plans and specifications to the Design Review Board for its review and approval. Unless such rules and regulations are complied with in connection with the submission of plans and specifications requiring review and approval by the Design Review Board, plans and specifications shall not be deemed to have been submitted to the Design Review Board. Additionally, the Design Review Board shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant herein, taking into consideration actual costs and expenses incurred during the review process, including the fees of professional consultants, if any, to and members of the Design Review Board, as well as taking into account the costs and expenses associated with the development, formulation and publication of any design review manual adopted by the Design Review Board pursuant to this Declaration.

11.7 Time Limitation on Review. The Design Review Board shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the Design Review Board.

11.8 Duration of Approval. Any approval of plans, specifications and other materials, whether by the Design Review Board or by the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the Design Review Board on resubmission in any respect.

11.9 Inspection of Construction. Any member of the Design Review Board or any officer, director, employee or agent of the declarant or Association may, but shall not be obligated to, at any reasonable time, enter upon, without being deemed guilty of trespass, any properties or common area and any building, structure or other improvement constructed, erected or installed or then being constructed, erected or installed thereon in order to determine whether or not any such building, structure or other improvement has been or is being constructed, erected, made, placed or installed in compliance with this Declaration and the plans, specifications and other materials approved by the Design Review Board.

11.10 Evidence of Compliance. Upon a request therefore from, and at the expense of, any owner upon whose lot the construction, erection, placement or installation of any building, structure or other improvement has been completed or is in the process, the Design Review Board shall cause an inspection of such lot and the improvements then located thereon to be undertaken within thirty (30) days, and if such inspection reveals that the buildings, structures or other improvements located on such lot are in compliance with plans, specifications and other materials approved by the Design Review Board, the Design Review Board shall direct the Association through its president, secretary or other officer of the Association thereunto duly authorized, upon the payment by the requesting owner of a reasonable fee approximating the actual costs associated with such inspection and the preparation of such notice, to provide to such owner a written statement of such compliance in recordable form. Such written statement of compliance shall be conclusive evidence of compliance of the inspected improvements with the provisions contained herein as of the date of such inspection.

11.11 Interior Alterations Exempt. Nothing contained herein shall be construed so as to require the submission to or approval of the Design Review Board of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on properties or common area after having been previously approved by the Design Review Board, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

11.12 Design Review Board Appeal Process. Once officially notified in writing of the Design Review Board's disapproval of his/her properly submitted alteration application, a lot owner may appeal the Design Review Board's decision by sending a written statement of his/her intent to appeal, along with a copy of the owner's original alteration application and all supporting materials that accompanied the original application, to the Association secretary via USPS first class mail, addressed to the Association's current mailing address, within thirty (30) days of the date on the Design Review Board's official notice of disapproval. The Board of Directors shall hear the appeal and render a final decision within sixty (60) days from the receipt of the written notice of appeal. The Board of Directors may adopt additional procedures regarding the appeal process.

11.13 Exculpation for Approval or Disapproval of Plans. Any and all members of the Design Review Board and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions herein, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Design Review Board for consent or approval pursuant to the provisions herein, by the submission thereof, and each owner by acquiring title to any lot or any interest therein, shall be deemed to have agreed that s/he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Design Review Board, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the Design Review Board, or Board of Directors of the Association on appeal shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable governmental regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Design Review Board, the Association, nor any individual member, officer, director, employee or agent of same shall assume or incur any liability or responsibility whatsoever for any violation of governmental regulations or any defect in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved herein.

12. MISCELLANEOUS.

12.1 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives,

heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Pasco County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Pasco County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This section may not be amended.

12.2 Enforcement. The Association and any owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the governing documents. Failure of the Association or any owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or any governing documents s/he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. The Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

12.3 Severability. Invalidation of any one of these covenants or restrictions by law, judgment, or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

12.4 Amendment. Amendments to the Declaration may be proposed by the Board of Directors or by a petition signed by at least twenty-five percent (25%) of the lot owners, provided that any amendment provided by lot owners is subject to editing as to form and legality by legal counsel for the Association. The specific proposed wording of any proposed amendments must be sent to all owners at least fourteen (14) days prior to the meeting where these are to be voted on, along with a notice of the membership meeting, and a proxy form for the owners to allow someone else to vote on their behalf if they are unable to attend the meeting on the proposed amendments. Amendments must be approved by at least two-thirds (2/3) of those owners who participate in the voting, in person or by proxy, at a membership meeting, provided that a quorum is obtained. As to any amendments which are approved, a Certificate of Amendment signed by the President or Vice President, with two witnesses and a notary, will be recorded in the public records along with the approved amendments.

12.5 Notice. Any notice required to be sent to any owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed,

postpaid, to the last known address of said owner as reflected in the official records of the Association.

12.6 Section Headings. The article, section and subsection headings contained in this document are for reference purposes only and shall not affect the meaning, interpretation or legal force of this document.

13. COMMUNITY FOR OLDER PERSONS RESTRICTIONS.

13.1 The community described in these covenants is a housing facility or community operating under the exemption requirements of the Fair Housing Act (42 U.S.C. § 3607, as amended) as housing for older persons. In order to comply with the laws relating to this subject, the Association must be able to show that at least eighty percent (80%) of the occupied units are occupied by at least one person fifty-five (55) years of age or older; and the housing facility or community complies with other applicable state and federal requirements.

13.2 In connection with any sales, leases or other transfers of ownership or occupancy of a lot at least one person occupying each home will be required to be fifty-five (55) years of age or older, subject to the exceptions provided for in this amendment. So long as the Association is secure, in its own discretion, that over 80 percent of the occupied lots have one occupant fifty-five (55) years of age or older, other exceptions to the age requirements may be allowed in connection with future occupancies, to the extent that these are permitted under the criteria established by the Board and under the housing for older persons classification, as interpreted and applied by the Board of Directors from time to time. If the heirs of existing owners wish to occupy a unit in the future, this is one of the categories of exceptions which will be given a high priority by the Board. Sales and leases to persons who are close to being fifty-five (55) years of age or older, as defined by the Board from time to time, may also qualify for exceptions.

13.3 No person under the age of twenty-one (21) years shall be allowed to permanently occupy any residential unit(s) in Key Vista Villas. Occupancy by said individuals in any residential unit(s) for more than thirty (30) consecutive days or more than forty-five (45) days in any calendar year shall constitute permanent occupancy. Notwithstanding the foregoing, the Association shall be entitled to provide a hardship waiver for occupancy of any person under the age of eighteen (18). Any lot owner requesting a hardship waiver shall present the request to the Board in writing and the Board shall be entitled to request a meeting with the lot owner prior to approving any requested hardship exception. Notwithstanding the foregoing limitation on occupancy, owners and residents may have their grandchildren, nieces and nephews visit for a cumulative period of eight (8) weeks per calendar year.

13.4 Age Verification. All occupants of the homes in the community must furnish such information and verification as the Board determines is necessary or appropriate from time to time to ensure compliance with this amendment and the fair housing laws. This includes, but is not limited to, the names and ages of all occupants, including such verification of age which is required, in the opinion of the Board, and information regarding changes in occupancy.

END OF AMENDED AND RESTATED DECLARATION