

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
VILLAS AT EDENFIELD**

**REWRITTEN WITH AMENDMENTS VERSION MAY 22, 2023**

This instrument  
prepared by:  
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File No. 20705

**O BK.14122 PG 0105**

**Pgs 0105 - 164; (60pgs)**

RECORDED 08/11/2004 03:45:04 PN

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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
VILLAS AT EDENFIELD**

**THIS DECLARATION** is made this 9<sup>th</sup> day of August 2004, by **SMITH FAMILY HOMES CORPORATION**, a Florida corporation, f/k/a Premier Homes of Southwest Florida, Inc., hereafter called "**Smith.**"

**W I T N E S S E T H:**

**WHEREAS**, SB ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, registered to do business in the state of Florida as SB ASSOCIATES LIMITED PARTNERSHIP (SB ASSOCIATES"), is the developer and Smith is the owner or has rights to acquire from SB ASSOCIATES certain finished lots and other property located within a portion of a planned unit development located in Pasco County, Florida, known as:

SEVEN OAKS PARCEL S-8B2, as described on the map or plat thereof recorded at Plat Book 47, Page 141, et seq. ("the Plat") of the Public Records of Pasco County, Florida (the "Property" or "Villas at Edenfield"); and

**WHEREAS** the Property is subject to the covenants, conditions, and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions of Seven Oaks, dated October 5, 2001, and recorded in O.R 4739, Page 788 of the public records of Pasco County, Florida, as amended from time to time; and

**WHEREAS**, for the purposes stated hereinafter, Smith desires to impose upon the Property (as hereafter defined) certain additional covenants, conditions, and restrictions, which will touch and concern the Property and are intended to be covenants running with the land.

**NOW THEREFORE**, Smith hereby declares that all of the Property above described shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties

having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I DEFINITIONS**

The following words or letters when used in this Declaration (unless the context shall prohibit) shall have the following meanings. All other capitalized words shall have the same meanings as provided in the Master Declaration (as hereafter defined).

**Section 1. "Architectural Review Committee"** means such committee as defined in Article VI hereof.

**Section 2. "Articles of Incorporation"** shall mean the Articles of Incorporation of the Association attached hereto as Exhibit "A", together with any recorded amendments thereto and such are incorporated herein by reference.

**Section 3. "Association"** shall mean Villas at Edenfield Association, Inc., Florida not-for-profit corporation, its successors, and assigns.

**Section 4. "Association Documents"** shall mean this Declaration, the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding Association.

**Section 5. "Board"** shall mean the Board of Directors of the Association.

**Section 6. "By-Laws"** shall mean the By-Laws of the Association attached hereto as Exhibit "B", together with amendments thereto and such are incorporated herein by reference.

**Section 7. "CDD"** shall mean the Seven Oaks Community Development District II.

**Section 8. "Common Areas"** shall mean all property, whether improved or unimproved, and all easements therein, shown on the Plat, which from time to time is owned by the Association or dedicated on the Plat for the common use and enjoyment of all Owners. Such Common Areas are more particularly described in Article II, Section 1 of this Declaration.

**Section 9. "Declarant"** shall mean Smith, its successors, and assigns.

**Section 10.** "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Villas at Edenfield.

**Section 11.** "Lot" shall mean any plot of land shown on the Plat, excluding the Common Areas.

**Section 12.** "Master Association" shall mean Seven Oaks Property Owners' Association, Inc., a Florida not-for-profit corporation, its successors, and assigns.

**Section 13.** "Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Seven Oaks dated October 5, 2001, and recorded in O.R 4739, Page 788 of the public records of Pasco County, Florida, as amended from time to time.

**Section 14.** "Member(s)" shall mean those persons entitled to membership in the Association as provided in this Declaration, the Articles of Incorporation, and the By-Laws of the Association. References herein to "members" shall mean "Members" and vice versa.

**Section 15.** "Owner" shall mean the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those, having such interest merely as security for the performance of an obligation.

**Section 16.** "Plat" shall mean SEVEN OAKS PARCEL S-8B2, as described on the map or plat thereof recorded at Plat Book 47, Page 141, et seq. of the Public Records of Pasco County, Florida.

**Section 17.** "Property" shall mean all of that certain real property, which is subject to the Plat, which may be also referred to herein as "Villas at Edenfield."

**Section 18.** Other Capitalized Terms. Other capitalized terms may be used in this Declaration, whose definitions shall be found in the other text hereof. Such defined terms shall have the same meaning throughout this document as they are defined in the text of this document.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1.** Common Areas. "Common Areas" shall initially consist of the following area shown on the Plat:

Tract A-7 (Mistflower Drive)

Tract B-10 (Labeled variously as Wetland Conservation Easement, Wetland Mitigation Area, Drainage/Operation and Maintenance Easement and Common Area)

Tract B-14 (Common Area)

Such may be conveyed to the Association or other parties but use and access shall be limited to Members and Owners of Villas at Edenfield (together with their respective tenants, licensees and invitees). The Association shall accept the conveyance to it of any Common Area parcel.

**Section 2. Streets.** Tract "A-7" has been or shall be conveyed to the Villas at Edenfield Association, Inc. by the Seven Oaks Community Development District II. As provided in the Plat SB ASSOCIATES has granted to Pasco County, Florida and to the public, non-exclusive perpetual easements for any and all governmental purposes as further described in the Plat over and across Tract "A-7." These easements also inure to the benefit of the purposes as further members and licensees, invitees and tenants of all benefited parties.

**Section 3. Utility Easements.** Pursuant to the Plat, SB ASSOCIATES has dedicated and granted to Pasco County, Florida and to the public, perpetual, non exclusive easements on all lands upon which or within which utility improvements exist and on all utility improvements and facilities as further described and shown in the Plat and in the as-built plans filed with Pasco County. Utilities serving the Property and Lots, have been, or will be, installed underground within such areas for the use, benefit and service of the Property, the Lots, and all improvements upon the Property. Any and all use of utility easements shall be in accordance with the applicable provisions of this Declaration. If any wall is installed by any Declarant, any Owner or any homebuilder over any utility easement, such installation is at the risk of the party making the installation and the utility shall have no obligation to restore the wall to its condition prior to any construction work by the provider of the utility.

**Section 4. Drainage Easements.** Pursuant to the Plat, SB ASSOCIATES has dedicated to Pasco County a perpetual easement over and across the Drainage Easement and Wetlands Conservation Easement shown as portions of Tract B-10 and as otherwise depicted on the Plat.

**Section 5. Public Easements.** Fire, police, health, sanitation, (including trash collection), cable, communications, drainage and other public service personnel and vehicles are hereby granted and shall have a permanent, perpetual, and non-exclusive

easement for ingress and egress over and across the Property, the Common Areas and each Lot.

**Section 6. Wetland Conservation/Mitigation Area and Wetland Preservation Area.**

The area designated on the Plat as "Wetland Conservation Easement" shall be transferred to the CDD for the benefit of the master drainage and wetlands mitigation plan for Villas at Edenfield. No docks or other structures may be placed in or on such areas unless the owner of such areas has granted an easement within such area, which permits such dock or other structure.

**Section 7. Association's Right of Entry.** The Association's duly authorized representatives, contractors or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Areas or any Lot for the purpose of fully and faithfully discharging the duties of the Association, including the duties of maintenance as set out herein.

**Section 8. Permanence.** The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as expressly provided herein. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

**Section 9. Operation of Gated Entries.** The Property may have a gated entry. If so, this paragraph shall apply. By acceptance of a deed to a Lot within the Property, each Owner agrees that the Association and the Declarant has no obligation whatsoever for providing protection to persons on the Property. Owners further acknowledge and agree that an entrance gate does not guarantee the Owners' personal safety or security of Owners' Property. Owners acknowledge that the Declarant and the Association have no control over said gates and Owners hereby release Declarant and the Association from all liability related to the gates. Owners agree that it shall be the sole and exclusive obligation of Owners to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owners' safety and security of their Property, because a gate in and of itself will not protect Owners from and against said risks and dangers. Owners further agree that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owners or the Property from conditions existing within public or private streets, parks or Common Areas. Owners agree that the Declarant and the Association shall not be liable for injuries or damage suffered by any Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related

thereto or acting in place of a gate (i) to restrict the Property to the residents and their invitees: or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate.

**Section 10. Liability of Association.** Notwithstanding anything contained in the Association Documents, neither the Association nor the Declarant nor any owner, officer, employee, or agent thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, Owner, occupant or user of any portion of the Property or improvements thereon, including, without Limitation, residents and their families, guests, invitees, agents, servants, contractors or Subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Pasco County and/or any other jurisdiction or the preventions of tortious activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

(d) each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

(e) the Property may contain a swimming pool, recreation areas/open spaces, and water areas and other natural elements which may present hazards to persons, and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands or Common Areas and easements, which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this Article only, the term "Association" includes within its meaning the Declarant, and the directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns of the Association and the Declarant.

**Section 11. All Rights and Easements Appurtenances.** The benefit of all rights and easements granted by this Article, or by any supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article or by any supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such supplemental Declaration, unless this Article, or such supplemental Declaration expressly grants such benefit to additional Persons. In no event shall the benefit of any such easement extend to the general public.

**Section 12. Maintenance.**

(a) Responsibility of Association. The Association shall provide, and each Lot is subject to an Annual Assessment (and Special Assessment if necessary) for, Lot maintenance as follows: (i) the exclusive right to conduct grounds maintenance of landscaping and plants installed or mandated by the Declarant, including but not limited to, the repair, replacement, mowing, edging, replacement of landscape, fertilization, insect, weed and disease control, irrigation and maintenance of lawns, trimming of trees and shrubs; (ii) the exclusive right to painting of exterior building surfaces at the times determined by the Board of Directors of the Association. Painting shall include, without limitation, stucco Walls, gutters, downspouts, fascia boards, soffits, roof vents, drip edges, exterior surfaces of doors and garage doors, and lanai ceilings. Additionally, the Association shall have the exclusive right to take all appropriate actions necessary to prepare the buildings for painting, including, but without limitation, caulking of windows, doors and construction joints, repairing cracks in stucco (to a maximum of ¼ inch in width) power washing of all exterior surfaces, screened lanais and lanai floors, and removal of debris from gutters. The Association will also have the exclusive right to take any such actions necessary to maintain any warranties or guarantees relating to exterior painting. Notwithstanding the foregoing, between painting cycles, homeowners shall remain responsible for all exterior repairs and maintenance as described in Section 12(b) ii below; (iii) the exclusive right to replace entire roofs and/or all shingles, roof trim and roof drainage on all residential buildings; (iv) repair, replacement, and maintenance of the utility easements located under each Lot; (v) repair, replace and maintain irrigation systems on or under the exterior of each Lot and within any irrigation easement or wall easement; (vi) the exclusive right to repair, replace, and maintain driveways, sidewalks and curbs on the residential lots. However, the Association shall not be responsible to repair or replace any damages to the driveways, sidewalks and curbs caused by excessive wear and tear, misuse or negligence of a homeowner, occupant, tenant, guest or invitee, as may be determined in the sole discretion of the Board of Directors;

and (vii) the exclusive right to provide subterranean termite treatment for the residential



dwelling and the right to conduct exterior inspections of the residential dwelling for such purpose. The Association's duty of exterior maintenance does not include: glass surfaces, replacement of exterior doors, garage doors, gutters, downspouts or other exterior building surfaces including, but not limited to fascia board, soffits and roof vents, or any trees, shrubs, lawns or landscaped areas within a patio or entry area including the rear patios of Lots, except that the Association will maintain and replace any hedge or other landscaping installed by Declarant or the Association along the boundary between any Lot and the Common Area, if any.

The Association also is not responsible for any maintenance repair or replacement resulting from any fire, wind, flood, tornado, hurricane, or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property. All maintenance performed by the Association shall be at least up to the "Development Wide Standards" as defined in the Master Declaration. The Association shall have sole discretion as to the timing and necessity of maintenance activities. **(05/22/2023)**

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each Owner shall be individually responsible: (i) repair and replacement of all glass surfaces on any residence; (ii) repair and replacement of all exterior doors, garage doors and exterior building surfaces, including but without limitation, fascia boards, soffits, downspouts, gutters and roof vents; (iii) repair and maintain all caulking around exterior doors, windows and vents between painting cycles; (iv) repair, maintain and clean all debris from gutters and downspouts between painting cycles; (v) inspect and repair all cracks in cementitious textured surfaces, including foam trim; (vi) power washing of lanais as needed (vii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area including the rear patios of an Owner's respective Lot; (viii) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (ix) repair or replacement of any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant other invitee of such Owner; (x) repair, replacement and maintenance of landscaping installed by an Owner adjacent to the side and/or back of the building of an Owner's Lot, any removal or installation of plants or landscaping must be approved by the ARC; (xi) maintenance and removal of encroaching roots and vegetation from the conservation area; (xii) cleaning or repairing sidewalks or driveways or curbs when such cleaning or repair has become necessary from excessive wear and tear, misuse or negligence of a homeowner, occupant, tenant, guest or invitee, as may be determined in the sole discretion of the Board of Directors;

(xiii) roof repair (other than replacement of the entire roof and/or all of the shingles thereon required by the Association) and maintenance, including but not limited to, such repairs and maintenance as may be necessary to stop or prevent leaks and removal of mildew, algae and other stains; (xiv) maintenance, repair and painting of mailbox and posts, however, the Board of Directors may elect to, but is not obligated to, paint the mailboxes from time to time as the Board of Directors, in its sole discretion, deems necessary. No owner with a Lot adjoining a lake may utilize the lake to irrigate unless provided by Declarant as part of the original construction, subject to applicable permitting. All maintenance performed by the Owner shall be at least up to the Development Wide Standards, as defined in the Master Declaration. (05/22/2023)

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any guest, tenant or other invitee of such Owner; (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; or (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of maintenance, replacement, or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(d) Exterior Maintenance Assessment. The annual assessment shall contain an exterior maintenance element to be used by the Association for the exterior painting and grounds maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including replacement of the entire roof and/or replacement of all shingles thereon and building painting, all as described in this Section 12(a) of Article II, together with reserves for any and all of the foregoing, shall be assessed against each Lot as more fully described in Article VIII hereof.

### **ARTICLE III GENERAL PROVISIONS**

**Section 1. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage pre-paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

**Section 2. Enforcement.** These covenants and restrictions may be enforced by each of the Declarant, the Association, or any Member or Owner of property that is subject to each of these covenants and conditions. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by this Declaration or the Association Documents. Failure of a Declarant, the Association, or any Owner or Member to enforce any covenant or restriction herein contained, shall in no event be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including, but not limited to, attorneys' fees relating to such action and any appeals thereto, as well as other appellate costs, if necessary. If any action is brought by any Owner against any other Owner, neither the Declarants nor the Association shall have any obligation to indemnify or reimburse either party to such action.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provision which shall remain in full force and effect.

**Section 4. Duration.** This Declaration, inclusive of all easements reserved by or on behalf of the Declarants or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Pasco County, Florida, after which time this Declaration shall be automatically extended for successive, periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated only upon unanimous vote of all Owners and mortgagees of record of Lots.

**Section 5. Amendment.** This Declaration may be amended by an instrument signed by any duly authorized officer of the Association provided such amendment has been approved by at least two-thirds (2/3) of each class of Members. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as a Declarant shall own any Lot or have the right to subject additional property to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of a Declarant under this Declaration.

Notwithstanding any provision of this Section to the contrary, Smith Family Homes Corporation, who may act alone without the joinder of any other Party, hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, FNMA, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty, or otherwise

approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of the Property. Any such amendment shall be executed by the Declarants and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any mortgagee, or any other party shall be required or necessary for any such amendment.

Any amendment of this Declaration, which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District, but no record of such approval shall be required to be recorded with the amendment.

Every purchaser or guarantor of any interest in real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees this Declaration may be amended as provided in this Section.

**Section 6. FNMA/FHA/VA Approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if such approval is determined necessary by the Declarant:

- (a) Mortgaging of Common Areas;
- (b) Dedication and conveyance of Common Areas;
- (c) Annexation of additional Property;
- (d) Amendment of this Declaration of Covenants, Conditions and Restrictions; or
- (e) Merger, consolidation and/or dissolution of Villas at Edenfield Association, Inc.

**Section 7. Notice to Lenders.** Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

**Section 8. Association Information.** Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners, mortgage holders, insurers guarantors of or any mortgage, current copies of this Declaration, the Master Declaration, Articles of Incorporation, By-Laws of the Association, any rules and regulations concerning the Property, all amendments thereto, and the books, records and financial statements for the immediate preceding fiscal year of the Association.

**Section 9. Effective Date.** This Declaration shall become effective, upon its recordation in the Pasco County Public Records.

**Section 10. Encroachment Easements.** In the event that any Lot shall encroach upon any of the Common Areas, or upon any other Lot, or in the event that any Common Areas shall encroach upon on any Lot, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

**Section 11. Interrelationship of Documents.** In the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Articles of Incorporation and/or By-Laws of the Association, this Declaration of Covenants, Conditions and Restrictions shall govern. Subject to Article IV, Section 35 hereof, in the event of a conflict between the terms and provisions of this Declaration of Covenants, Conditions and Restrictions and the Master Declaration, the most restrictive provision shall govern.

**Section 12. Interpretation.** When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa, and one gender shall include both genders. Any table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

**Section 13. Additional Land; Withdrawal of Land.** The Declarant reserves the right to annex additional land, and such additional lands shall be included and be subject to the terms, covenants, and conditions of this Declaration without the approval of Class A membership. Upon filing of a supplemental Declaration, the Lot Owners of the annexed real property shall be Members of the Association and Master Association and shall enjoy all the rights and privileges thereto, including the use of Common Areas and recreational facilities, if any. The Declarant reserves the right to withdraw any property from the terms of this Declaration without approval of Class A members by filing of a supplemental Declaration having such effect.

**Section 14. Mortgage or conveyance of Common Area.** Except for the initial transfer of the Common Areas to the Association, Master Association or CDD, the Common Areas, or any part of the Common Areas, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members.

## **ARTICLE IV USE RESTRICTIONS**

**Section 1. Use.** No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, hot tubs, spas, gazebos, landscaping, walls, driveways and sidewalks appurtenant thereto. Carports are not permitted. All improvements and landscaping must be approved in writing by the Architectural Review Committee prior to commencement of construction or installation.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. No storage buildings shall be permitted. However, the provisions of Sections 26 and 27 of this Article shall supersede this section with respect to activities of the Declarant.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of garage, porches, patios and lanais, shall be not less than 1,200 square feet. Living area shall include screened porches with permanent roofs, which are constructed as a component of the original roof structure.

**Section 4. Minimum Lot Size.** No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant.

**Section 5. Setbacks.** The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees and assure vistas of water and open areas. No garage shall be erected closer to the front line than twenty (20) feet. No dwelling or other structure shall be erected in violation of zoning ordinances. These setbacks may be decreased by up to 25% if approved by Pasco County and the Architectural Review Committee in accordance with adopted regulations.

**Section 6. Nuisance Prohibited.** Each Owner shall refrain from any act or use of his Lot or the Common Area, which could reasonably cause embarrassment, discomfort, annoyance, or a nuisance to another Owner. No noxious, offensive, or illegal activities shall be carried on any Lot. Without limiting the generality of the foregoing.

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by a Declarant or builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not

cause a disturbance or a nuisance on the Property. Notwithstanding the foregoing, no pit bulls shall be permitted and the following shall apply with regard to any pet, which is allowed to be kept in or on a Lot:

(a) Owners of a cat or dog shall be required to keep same on a leash at all times unless kept in an enclosed area.

(b) Owners of a cat or dog shall be required to remove immediately all forms of waste from the Property, including but not limited to lawns, walks, driveways, and parking areas, and such pets shall not be allowed to deposit waste in any manner, or in any place that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

(c) No pet will be allowed which creates excessive noise, emits noxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night.

(d) Any Owner of a pet allowed hereunder who is the subject of two (2) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Lot upon notice of same from the Board of Directors or the Association's management company, and said owner shall not be allowed to have any pets within the Lot at any time thereafter, except upon the express written consent of the Board of Directors. **(05/22/2023)**

(e) No more than a total of four (4) cats, dogs, birds, or any combination thereof may be kept on any Lot. No more than two dogs shall be kept on any Lot at any time. **(05/22/2023)**

**Section 9. Signs.** No signs of any kind (political, informational, advertising, or otherwise), including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than four square feet in size, which shall only advertise the property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Paragraph 26 herein are exempt from this Section 9.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus, or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted provided they have received prior approval from the Architectural Review Committee and otherwise comply with



Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view, if possible, in order to keep the Property free from unsightly television reception devices.

**Section 11. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown on the Plat of the Property. Within these easements, no structure, walls, fences, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes or the construction of improvements thereon, care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration or without the prior approval of the Architectural Review Committee.

**Section 13. Fences, Wall and Hedges.** Fences of any kind are not permitted within the Property. Walls and hedges may be constructed or installed only by the Declarant and no other party may install a wall or hedge.

**Section 14. Sidewalks.** Simultaneously with the construction of a dwelling on any Lot, a four (4) foot wide concrete sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Pasco County, Florida, the line and grade of said sidewalk to be in accordance with site plan of such Lot approved by the Architectural Review Committee. Notwithstanding the foregoing, sidewalks shall be required, and installed, on only one side of the street within the Property, pursuant to the land development permit for the Property issued by Pasco County, Florida.

**Section 15. Commercial Uses.** Except as set forth in Paragraphs 26 and 27 of this Article, no trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Pasco County as a home occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease.

**Section 16. Appearance of Lots.** No Lot, Common Area or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improved or unimproved, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture

or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

**Section 17. Lot Upkeep and Maintenance.** Except for the maintenance responsibilities of the Association as defined elsewhere herein, all Lot Owners with completed residences thereon shall keep and maintain the exterior of all buildings, structures and improvements located on the Owner's Lot, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation touch-up painting to restore chipped, peeled, or cracking paint on the exterior of the dwellings between painting cycles, repairing, replacing and caring for gutters, downspouts, exterior building surface and lighting fixtures. Owners shall also be responsible for cleaning and repairing sidewalks, driveways and other paved areas (when such cleaning or repair has become necessary from excessive wear and tear, misuse or negligence of a homeowner, occupant, tenant, guest or invitee, as may be determined in the sole discretion of the Board of Directors), and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. (11/12/2010)

**Section 18. Mailboxes.** The mailboxes and support, if any, which is provided by a Declarant upon initial construction of a residence, shall remain the same color, structure, and design as it was at the time of conveyance by a Declarant.

### **Section 19. Vehicles.**

(a) Except as hereafter expressly provided, no boat, boat trailer, camper, mobilehome, travel trailer, aircraft, glider, trailer, or bus shall be permitted to remain on any Lot or street within the Property, unless inside a garage or otherwise parked, stored or located in such manner and location so as not to be visible from the public streets and neighboring Lots. Commercial vehicles as defined herein and any truck or vehicle that has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Property except on a temporary, short-term basis as defined herein. All motor vehicles permitted to be on a Lot must park at all times on pavement and shall not park on the grass or non-paved area of the Lot.

(b) No motorcycle, motor bike, motor scooter, moped, dual axel vehicle, ATV (all terrain vehicles) or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or the like, shall be permitted to be parked or stored on any Lot, or other residential

property, street, road or any other part of the Property, unless the same shall be stored entirely within and fully enclosed by a garage. No such vehicles may be operated within the Property except for entering and leaving the Property and then only if such vehicle is licensed or registered by the State of Florida to operate on public roads. This section shall not be applicable to Declarants.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery vehicles used in connection with bona fide current on-going construction of improvements on Lots, other residential property or Common Areas) and commercial and recreational vehicles belonging, respectively, of materials from and to dwelling units (including those commercial to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle, including a passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(e) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

(f) All vehicles shall be kept inside garages, except a vehicle may be parked on the driveway a maximum of three (3) feet from the garage door, but only if the Owner's garage or garages are fully occupied with the Owner's vehicles. No car covers are permitted in the driveway. Garage doors shall be kept closed except when vehicles are entering or leaving the garage.  
**(05/22/2023)**

**Section 20. Initial Construction, Repair and Rebuilding.** Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement that has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within six (6) months, the owner thereof shall raze or remove the same promptly from such Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Review Committee for approval for reconstruction, rebuilding or repair in a manner that will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

**Section 21. Yards.** No Owner shall be permitted to install or remove any additional landscaping including trees anywhere on the Property without prior approval from the ARC unless such landscaping is installed on the rear patio or lanai. Landscaping installed at the Owner's expense in the front yard after ARC approval, shall be maintained by the Association once the plants have become established and survived a minimum of six months. Trees installed at the Owner's expense after ARC approval shall be maintained by the Association once the tree has become established and survived a minimum of two years. (05/22/2023)

The front yard of each residence constructed on a Lot shall remain grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by a Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the Architectural Control Committee. Nothing herein shall be deemed to prohibit the use of Xeriscape as defined in the Florida Statutes.

**Section 22. Window Air Conditioners.** No window air conditioning unit shall be installed in any window.

**Section 23. Street Lighting.** Each Lot is subject to the power and authority of any lighting district created by Pasco County. If at any time hereafter Declarants request that a separate street lighting district be organized pursuant to Pasco County Ordinance, or as otherwise provided

by law, all Owners of such Lots will, upon written request by Declarants: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district; and (iv) join in any petition to annex contiguous property to the street lighting district.

**Section 24. Basketball Goals.** Basketball goals, hoops and standards, either temporary or permanent, may not be installed, located, or used within the Property.

**Section 25. Holiday Lights and Other Lighting.** Holiday lighting and decoration shall be permitted to be placed upon the exterior portions of a residence and upon the lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for fifteen (15) days following said holiday, after which time said lighting and decoration shall be removed. The ACC may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

**26. Exemption of Declarants.** Nothing contained in this Declaration shall be interpreted or construed to prevent a Declarant, or its designated assigns or contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by such Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of a Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by ease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to a Declarant and its designated assigns.

(c) Construction of any improvements necessary for the health, safety or welfare of any person within the Property.

**Section 27. Exemption of Declarants and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarants or home builders designated as approved builders within the Property (hereafter, a "designated builder") shall have the right to:

(a) use of Lots, residences, and garages erected thereon for sales offices, field construction offices, storage facilities, and general business offices;

(b) maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by a Declarant or designated builder; and

(c) erect and maintain such signs on the Lot in connection with the uses permitted in Paragraph 26 above.

Declarants and designated builder's rights under the preceding sentence shall terminate when the last Lot is sold by a Declarant or a builder to a homeowner, unless prior thereto any such party has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to a Declarant's or builder's sales activity relating to the Property, but shall benefit Declarants or builder in the construction, development and sale of such other property and Lot which a Declarant or builder may own. All provisions of this Declaration in conflict with this section shall be deemed inoperative as to a Declarant or a designated builder.

**Section 28 Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner.

**Section 29 Window Coverings.** All interior window coverings which are visible from any street shall be of a color and material consistent with the outside color of the residence.

**Section 30 Swimming Pools and Porch Enclosure.** In the event any Owner constructs a swimming pool on a Lot, such pool must be entirely in-ground. The Owner of the Lot must erect a screen-enclosure in accordance with Pasco County requirements around the entire perimeter of the pool area so as to prevent access to such swimming pool from adjoining Lots or public areas. The term swimming pool shall also include spa, whirlpool bath, or similar device as determined by the Architectural Review Committee. No fences shall be permitted on the Property, including as a pool enclosure. All porch enclosures must be approved by the Architectural Review Committee and shall be constructed with aluminum supports or block, in such color as approved by the Architectural Review Committee.

**Section 31. Outdoor Clotheslines.** No outdoor clothesline, of any kind whatsoever, temporary, or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

**Section 32. Damage to Buildings.** In the event a dwelling located on a Lot is damaged through an act of God or other casualty, the Lot Owner upon which the dwelling is located shall promptly cause his dwelling to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot Owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling at the highest insurable value.

**Section 33. Leases.** In order to keep the Property from becoming a transient community and to assure of enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Lease of a Lot is not prohibited, provided that any Lease shall comply with the remaining provisions of this Section 33. All leases shall be in writing.

(b) An Owner desiring to enter into a Lease of his Lot shall provide a copy of the lease form to the Association, and the Association shall have the right to approve the lease form prior to its use. In order for a lease to be approved, it shall have, at a minimum, the following terms and conditions; (i) the lease term shall not be for less than six (6) months and no Lot may be leased more than three (3) times in a calendar year; (ii) the lease shall be only for the entire Lot and associated garage; (iii) no tenant shall be permitted the use of more than two parking spaces (including the garage); and (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration.

(c) Any Owner who has leased his or her Lot shall provide to the Association the name, address and telephone number of the tenant and a copy of the signed Lease not later than the date of occupancy by the tenant.

(d) No tenant shall be entitled to use the Common Areas, or any recreational facilities of the Association until the Owner has complied with this Section 33.

(e) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes the right of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(g) At no time shall more than five percent (5%) of the Lots or Dwellings be leased. The Board of Directors may establish rules and regulations providing for a waiting list, if necessary, to assure that no more than five percent (5%) of the Lots or Dwellings are leased at any time. Any lease existing as of the date of the recording of this amendment shall be grandfathered provided the Owner registers the lease with the Association within thirty (30) days following the adoption of this amendment and following notice of the need for registration of a lease.

(h) No Dwelling or Lot shall be leased or rented for a period of two (2) years from the date the Owner takes title to the Dwelling or Lot, except when title is obtained through inheritance, or by an Institutional Mortgagee or the Association as a result of a foreclosure or deed in lieu of foreclosure.

(i) The use of a Dwelling as a hotel, motel, vacation residence, temporary housing (such as that offered by Airbnb or VRBO), bed and breakfast or similar facility for temporary lodging purposes of any kind is prohibited.

For the purposes of this section "lease" or "leasing" shall be defined as occupancy of a Dwelling by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere, or occupancy of the Dwelling by a person who is residing in the Dwelling in exchange for consideration. (05/22/2023)

**Section 34. Utility Connections.** All Lots are served by a sanitary sewer system and public water system. No septic tank or well of any kind may be installed on any Lot, except for wells installed by Declarants or the Association for irrigation of the Lots and/or Common Areas.

**Section 35. Master Association Restrictions.** The covenants contained in the Master Declaration, the "Development-Wide Standards" (as defined therein), and any additional use restrictions from time to time adopted by the Master Association which are applicable to the Property (collectively, the "Master Association Restrictions"), are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Master Association Restrictions incorporated herein by reference, the more restrictive restriction as determined by the Association in its sole discretion shall control for purposes of this Declaration.

**Section 36. Wetland Conservation Easement.** The Plat reflects certain areas (Tract B-10) as "Wetland Conservation Easement. " The Plat dedicates an easement to Pasco County, Florida over and across the Wetland conservation Easement for the purpose of maintaining or operating the drainage facilities situated within said Easement. Use of these areas are governed by applicable county ordinance.

## ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Areas, shall be governed by the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner but the Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Areas, if and any personal property included in the Common Areas, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks as from



time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Property, including but not limited to vandalism and malicious mischief.

2. Public Liability. The Association shall have public liability insurance in such amounts and such coverage as may be required by the Board of Directors of the Association.

3. Worker's Compensation. The Association shall have worker's compensation insurance to meet the requirements of applicable law.

4. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within the Property as part of the Annual Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

**Section 2. Reconstruction or Repair After Casualty.** The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Areas shall be repaired or replaced.

**Section 3. Condemnation.** In the event that any portion of the Common Areas shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Areas by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

**Section 4. Insurance on Lots.** Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

(a) loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm, and other hazards covered by a standard extended coverage endorsement; and

(b) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance, the Association may obtain such insurance and shall assess the Owner for the cost of same in accordance with Article VIII, Section 6, of this Declaration.

## **ARTICLE VI ARCHITECTURAL CONTROL**

The Property shall be subject to the architectural control provisions of this Declaration and of Article V of the Master Declaration. No dwelling, building, parking cover, shed, dock, structure, outbuilding, landscaping, color change, addition, exterior alteration or substantial attachment or other improvement to a Lot may be erected, placed, constructed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Review Committee established pursuant to the Master Declaration. The Architectural Review Committee shall not be a committee of the Association. Rather, the members of the Architectural Review Committee shall initially be appointed (and removed) by Smith Family Homes Corporation. The address of the Architectural Review Committee is 5110 Eisenhower Blvd., Suite 160, Tampa, FL 33634. Once Smith Family Homes Corporation no longer owns or has any contractual right to lands within Villas at Edenfield, the Board of Directors of the Master Association shall appoint (and remove) the members of the Architectural Review Committee. The procedures governing the submission of plans and applications for approval, fees, and duties of the Architectural Review Committee are set forth in the Master Declaration. The Architectural Review Committee shall, from time to time, adopt Design Guidelines (as such term is defined in the Master Declaration) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, and landscaping, as more particularly described in the Master Declaration.

Construction of the exterior and interior of any structure shall be completed within six (6) months from the date of the commencement of construction thereof. All construction shall be diligently pursued to completion within a reasonable time after such work has begun.

## **ARTICLE VII VILLAS AT EDENFIELD ASSOCIATION, INC.**

**Section I. Purpose.** The Association shall be formed to fulfill the duties assigned to it in this Declaration.

## **Section 2. Membership.**

(a) Each Owner, by virtue of being an Owner and for so long as he or she is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in and shall be exercised and imposed in accordance with the provisions of this Declaration and the Association Documents; provided that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

## **Section 3. Voting.** The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarants, and shall be entitled to one (1) vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarants so long as such Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Members shall be the Declarants and, as long as there is a Class B voting membership, the Declarants shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of either of the following events, whichever occurs earlier:

(a) When Seventy-Five Percent (75%) of the Lots have been deeded to Owners other than Declarants; or

(b) When the Declarants waive in writing their rights to Class B membership.

**Section 4. Rights and Obligations of the Association.** Unless maintained by the CDD or Master Association, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property,

and all improvements therein, to the extent such activities are not performed by any public authority, utility, or other entity. The Association shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by a Declarant or the Association servicing the Common Area. The Association also may provide other services, such as, but not limited to, security services as the Association deems appropriate.

**Section 5. Services.** The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Association rules.

**Section 6. Capital Improvements.** The Association may not expend funds for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present, except for: (i) the replacement or repair of items installed by a Declarant as part of its development of the property, if any; (ii) the repair and replacement of any personal property related to the common Areas; or (iii) expenditures for replacement of roofs and other portions of residential dwellings which the Association is required to maintain, together with exterior painting of residential dwellings.

**Section 7. Personal Property.** The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in this Declaration and the Association Documents.

**Section 8. Association Rules.** The Association, from time to time, may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected as a debt of the Owner to the Association in the manner permitted by Chapter 720, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Association's rules and regulations shall include rules for the speed limits and traffic regulation on roadways in the common area, and rules for usage of the recreational facilities in the Common Areas, if any. The Association may contract with Pasco County for enforcement of traffic regulations on the common area roads, as provided by Section 316.006 (3) (b), Florida Statutes. If the Association itself chooses to enforce traffic regulations, the regulations shall be enforced in the same manner as other rules and regulations of the Association, which is by fine and lien pursuant to Chapter 720, Florida Statutes.

**Section 9. Powers and Authority.** The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Association Documents and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners and Members. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provisions called for herein, or for the purpose of maintaining and repairing any Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Association rules and regulations and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, the Association rules and regulations, and the Master Declaration.

**Section 10. Indemnification of Officers and Directors.** To the extent permitted by law, the Association shall, and all Owners hereby agree that the Association shall indemnify each officer, director and employee from any and all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were averse to the Association or resulted in personal gain to the person. This provision is self-executing, and the Association may also take any action desired to carry out its purposes.

## **ARTICLE VIII ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**  
The Declarants, for each Lot owned within the Property, hereby covenant, and each

Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments"; (ii) special assessments for capital improvements, hereinafter referred to as "Special Assessments"; (iii) specific assessment for accrued liquidated indebtedness to the Association herein after referred to as "Specific Assessments"; and (iv) assessments for property taxes on Common Areas, which assessments are established and shall be collected as hereinafter provided. The Annual, Special and Specific Assessments hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments became due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title expressly assumed in writing by such successor.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to Lot maintenance, acquisition, repair, replacement, and maintenance of the Common Areas; the maintenance of a reserve fund for the replacement of improvements to any property which is the Association's obligation to repair, maintain, or replace as set forth in this Declaration; the enforcement of the Declaration and Association Documents; the enforcement of Design Guidelines of the Architectural Review Committee; the payment of operating costs and expenses of the Association; the operation of any entry gate; payment of any ad valorem taxes that may be assessed against the Common Areas; and the payment of all principal and interest when due and all debts owed by the Association.

**Section 3. Annual Assessment.** The Annual Assessment shall be used to promote the recreation, health, safety and welfare of the residents within the Property including: (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements (if any) of the Common Areas and water management system, exterior maintenance of Lots referred to in Article II, Section 12(d) hereof, and those other responsibilities of the Association as outlined herein; and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration.

**Section 4. Maximum Annual Assessment.** The initial Annual Assessment shall be fixed by the Board of Directors. Thereafter, at least thirty (30) days before the

expiration of each fiscal year, the Board will adopt a budget for the next year. The adopted budget will be mailed to any Owner within ten (10) days after written request for a copy. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the Annual Assessments in accordance with the approved budget will take effect on January 1 of the year immediately following the conveyance of the first Lot to an Owner without further notice to an Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board shall call a membership meeting for approval of the budget. In computing the applicable percentage of the new Annual Assessment for the above determination, any increase due an increase in utility charges for the Common Areas or cable television's charges (if any) shall not be included but shall be automatically passed on as part of the Annual Assessment. Two thirds (2/3) of each class of those Members voting in person or by proxy and authorized to vote at a meeting at which a quorum is present and voting is sufficient for such approval, and the Annual Assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed Annual Assessment is disapproved, two thirds (2/3) of each class of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the Annual Assessment at any time during the year to provide for an increase in utility charges for the Common Areas.

**Section 5. 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, as limited by the provisions of Section 6 of Article VIII. Any such Special Assessment may be payable in one or more installments, with or without interest, as determined at the meeting.

**Section 6. Specific Assessments.** Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall also include the right to assess for charges incurred by the Association for maintenance and replacement of any additional landscaping installed by or at the direction of such Owner on such Owner's Lot. The Association may also assess Owners for fines levied for rule violations of the Association. (05/22/2023)

**Section 7. Property Taxes.** Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarants intend that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarants further intend that any assessment for such purposes against the Common Areas shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Areas with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Areas in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Areas, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Areas shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

**Section 8. Notice for Any Action Authorized Under Article VIII.** Written notice of any member meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and, for all other Assessments, notice shall be sent to all Members authorized to vote, not less than 5 days nor more than 10 days in advance of the meeting. Board meetings to consider assessments shall be noticed as required by Chapter 720, Florida Statutes.

**Section 9. Uniform Rate of Assessment.** Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Smith, so long as it is a Class B Member, shall be excused from the payment of Annual Assessments during such period of time as it contributes to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction will change if additional Land and Lots are added to the Property.

**Section 10. Accumulation of Funds Permitted.** The association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.



**Section 11. Date of Commencement.** The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this declaration.

**Section 12. Certificate as to Status of Payment.** Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate which Assessments have not been reflected in the certificate, and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not so reflected.

**Section 13. Assessment Lien.** All sums assessed to any Lot including fines levied for rule violations, together with interest, late fees and all costs and expenses of collection (including reasonable attorneys, fees and paralegal fees, including those for trial and all appellate proceedings, plus any applicable sales or use tax thereon), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first mortgage encumbering such Lot, as provided herein; but all other persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Associations lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration. **(05/22/2023)**

**Section 14. Effect of Nonpayment of Assessments.** Any Assessment not paid ten (10) days after the due date shall be subject to a late fee of twenty-five dollars (\$25.00) and bear interest from the due date at the rate of eighteen percent (18%) per annum or at such maximum amounts as established by Florida law from time to time. The Board may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property involved. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or its priority. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. **(05/22/2023)**

**Section 15. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein is unequivocally subordinate to the lien of any first mortgage to an Institutional Lender ("institutional first mortgagee") or purchase money mortgage now or hereafter placed upon any portion of the Property subject to assessment prior to the recording in the public records of a notice stating the amount of or unpaid assessment attributable to such Property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, including a sale or transfer of such property pursuant to a deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Notwithstanding anything to the contrary contained in this Declaration or Florida Statutes, as amended from time to time, the liability of an institutional first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of the Lot's unpaid assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or 1% of the original mortgage debt. The foregoing limitation on assessment liability shall only inure to the benefit of an institutional first mortgagee, or its successor or assignee, which shall not include a party who purchases a Lot at an auction or public sale ordered by any court. Other than the Association or an institutional first mortgagee, or its successor or assignee, each owner of a Lot, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with the previous owner(s) for all unpaid assessments, including late fees, interest, costs of collection, court cost and legal fees, that have accrued on an account or came due up to the time of transfer of title. This liability is without prejudice to any right the present owner of the Lot may have to recover any amounts paid by the present owner from the previous owner(s), excluding the Association or a first mortgage, or its successor(s) or assignee(s). The limitations on an institutional first mortgagee liability provided by this Section apply only if the institutional first mortgagee filed suit against the Lot or Owner and initially joined the Association as a defendant in the first mortgage foreclosure action. (05/22/2023)

**Section 16. Initial Assessment for Capital Contribution.** At the first closing of every Lot subject to this Declaration (and only at such first closing) the Declarant may collect, on behalf of the Association, a one-time contribution to the working capital of the Association. The amount of the contribution shall be as determined by the Declarants from time to time. This contribution shall be considered a Specific Assessment as described in Section 6 of this Article.

**Section 17. Homesteads.** By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

## **ARTICLE IX PARTY WALLS, ROOFS, AND UTILITY CONNECTIONS**

**Section 1. General Rules of Law to Apply.** Each wall built as a part of any residential structure within the Property and placed on the dividing line between Lots and the roofs between Lots for attached units are considered to be a party wall or roof as the case may be. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and uses of such walls and roofs.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. The cost of reasonable repair and maintenance of party roofs (except the replacement of a roof or the replacement of all shingles thereon required by the Association herein) shall be shared by the Owners who make use of the roof in proportion to such use. Provided however, any repair or maintenance applicable solely to one Lot shall be borne solely by the Owner of such Lot.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof may restore, it; and other Owners who make use of the wall or roof shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements or to infestation by termites or other injurious agencies shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

## **ARTICLE X MASTER ASSOCIATION**

**Section 1. Property Subject to Master Declaration.** The Property is subject to the Master Declaration as may be amended from time to time. Members under the Declaration shall be members under the Master Declaration and shall be subject to the assessment provisions of the Master Association for expenses applicable to all of Seven Oaks.

**Section 2. Common Areas.** The Common Areas defined under this Declaration shall not be common area of the Master Association and, except for Owners of Lots within the Property,

Members under the Master Declaration shall have no rights or interest in the Common Areas under this Declaration, and use of the Common Areas shall be restricted as provided herein.

**Section 3. Surface Water.** The Seven Oaks Community Development District II shall control and maintain all storm water and surface water systems within the Property. The Association shall have the right to maintain such systems in the event the Seven Oaks Community Development District II, as their interests may appear, fails to do so.

(a) It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District, and all other governmental regulations. All Owners shall be responsible for maintaining designed flow paths for side and rear drainage as shown in the permitted plans. If the constructed flow path is disturbed or modified, the Association has the authority to enter the Lot and reconstruct the intended air flow pattern and assess the property owner for the expense.

(b) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners should address any question regarding authorized activities within the wet detention ponds to the Southwest Florida Water Management District. Existing and mature native shrubs in any conservation buffer zone associated with a wetland and landward of any lake, pond or waterway shall be maintained by the Owner. Any removal or trimming of such vegetation is subject to the prior approval of Southwest Florida Water Management District.

(c) Lot Owners are notified that this Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. In addition, the Owner is required to obtain a Surface Water Management Permit in accordance with Chapter 40D-4, F.A.C. from SWFWMD prior to initiating any construction or alteration of a Surface Water Management System on this Property.

(d) No Owner may construct any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, Florida Administrative Code.

## **ARTICLE XI ENFORCEMENT OF RULES AND REGULATIONS**

**Section 1. Compliance by Owners.** Every Owner, tenant, guest, and invitee shall comply with the restrictions and covenants set forth herein and any and all rules, regulations, and policies adopted by the Association.

**Section 2. Enforcement.** Failure of an Owner, tenant guest, and invitee to comply with such restrictions, covenants or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys, paralegals, legal assistants, and expert witnesses' fees incurred in bringing such actions, and if necessary, costs and attorneys, paralegals, legal assistants, and expert witnesses' fees for appellate review and in any bankruptcy proceedings, including proceedings to lift automatic stays. In addition to the enforcement power set forth above, the Association may take emergency action to enforce its rules and regulations where such action is necessary to protect the health and welfare of the Owners or people elsewhere in the Property. The Association may find that there exists any emergency relating to the appearance or condition of any portion of the Property and issue a notice requiring the affected persons to attend a hearing on short notice (but no shorter than 48 hours) concerning the condition, unless it shall be remedied sooner than that time. If such remedy shall not have occurred at the time of a hearing then the Board may take such enforcement action as it deems necessary to abate or remedy the condition. The Board and its agents shall have the power and right to enter onto any portion of the Property to take such action without liability for trespass.

**Section 3. Fines.** In addition to all other remedies, in the sole discretion of the Board, a reasonable fine or fines, not to exceed the maximum allowed by Florida law may be imposed upon an Owner for failure of an owner, his family guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein, or in the Articles or Bylaws of the Association, or promulgated pursuant to this Declaration, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the violator of the infraction or infractions. The homeowner shall have at least 14 days from receipt of the notice to request a hearing before the Violations Committee. The Violations Committee shall be a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

(b) Hearing. The noncompliance shall be presented to the Violations Committee at which time the violator may present reasons why penalties should not be imposed. If the Violations Committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. A written decision of the Violations Committee shall be submitted to the violator.

(c) Appeal. Any person aggrieved by the decision of the Violations Committee as to a noncompliance may, upon written request to the Violations Committee filed within 7 days of the Violations Committee's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Violations Committee and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Violations Committee may elect to review its decision in light of the findings of the appeals committee.

(d) Payment of Penalties. Fines shall be paid not later than 30 days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

(f) Application of Penalties. All monies received from fines shall be allocated as directed by the Board.

(g) Nonexclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner. **(05/22/2023)**

[Signatures begin on next page.]

IN WITNESS WHEREOF, Declarants have caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

By: \_\_\_\_\_

SMITH FAMILY HOMES  
CORPORATION, a Florida Corporation

Print Name: Kerrie Ladino

By:

Ronald Smith, President

By: \_\_\_\_\_

Print Name: John Wielgolioski

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

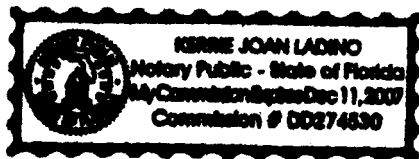
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 2004, by Ronald Smith as President of Smith Family Homes Corporation, a Florida corporation who is personally known to me or who ☐ produced a driver's license as identification.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

Name: Kerrie J. Ladino

My Commission Expires Dec. 11, 2007



## JOINDER AND CONSENT OF MORTGAGEE

The undersigned hereby certifies that it is the holder of a Mortgage upon the Property (as that term is defined in the foregoing Declaration of Covenants, Conditions and Restrictions of Villas at Edenfield), and that the undersigned hereby joins in and consents to the foregoing Declaration of Covenants, Conditions and Restrictions for Villas at Edenfield.

Signed, sealed, and delivered  
in the presence of:

BANK OF AMERICA, a national  
banking association

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: Yvonne Rizzoto

Print Name: Dean W. Kuna

\_\_\_\_\_

Print Name: Tracy H. Edwards

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5<sup>th</sup> Day of August 2004, by Dean W. Kuna, as Senior Vice President of Bank of America, a national banking association, on behalf of the association. He personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

