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DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND ASSESSMENTS  
FOR  
The Reserve at Meadow Oaks

*WHEREAS*, **HFDF HOLDING CO., LTD.**, a Florida limited partnership, (Developer and Owner) are engaged in the development and sales of Florida real Property known as **The Reserve at Meadow Oaks**, and this Declaration of Covenants, Conditions, Restrictions, Easements and Assessments (Declaration) is designed to protect and maintain the integrity of the Developer's design and security of the homeowner's investments; and

*WHEREAS*, the Developer will incorporate under the laws of the State of Florida, **The Reserve at Meadow Oaks Property Owner's Association, Inc.**, as more particularly described in the Articles of Incorporation attached hereto as Exhibit "B" and the Bylaws attached as Exhibit "C", as a non-profit Association (Association) governed by the Property Owners which shall be entrusted with the responsibility to implement and enforce this Declaration in the best interest of all residents of the Subdivision in keeping with the purposes expressed herein; and

*WHEREAS*, **HFDF HOLDING CO., LTD.**, a Florida limited partnership, as the Developer and Owner of the lands described herein have deemed it desirable for the preservation, protection, and enhancement of the values and amenities in The Reserve at Meadow Oaks and to insure the residents' enjoyment of specific rights, privileges and easements in the community properties and facilities that this Declaration be executed and recorded in the public records;

*NOW, THEREFORE*, Developer and Owner hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions, Easements and Assessments, shall be appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above or any part thereof or part added hereto, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I.  
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall have the following meaning:

The Reserve at Meadow Oaks Subdivision shall mean and refer to all existing properties and additions thereto which are subject to this Declaration and any Supplemental Declaration under the provisions hereof.

Association shall mean The Reserve at Meadow Oaks Property Owner's Association, Inc. (hereinafter "Association").

Architectural Committee shall mean and refer to the body also known as The Reserve at Meadow Oaks Architectural Review Committee (hereinafter "Architectural Committee").

Area of Common Responsibility shall mean and refer to the Common Area together with those areas and improvements, if any, upon a Lot, the maintenance, repair or replacement of which is the responsibility of the Association. All Common Areas, together with easements over Lots shall be Areas of Common Responsibility, provided, however, that the Association shall not be responsible for planting or maintaining grass or shrubs within any easement which crosses a Lot.

Builder shall mean a State Licensed Contractor engaging in the construction of houses within the Subdivision.

Common Area shall mean all real and personal property, and interests therein, now or hereafter owned by the Association for the common use and enjoyment of the Owners and all areas within The Reserve at Meadow Oaks, which are or have been dedicated or deeded to the Association. Specifically included as Common Area are all surface water management system facilities located within The Reserve at Meadow Oaks Subdivision. The surface water management system facilities are located on land that is owned by the Association or by the Master Association. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24 of SWFWMD's Regulations, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Environmental Resource Permit may be conducted without specific written approval from SWFWMD.

Developer shall mean **HFDF HOLDING CO., LTD.**, a Florida limited partnership, its successors and assigns. The Developer specifically reserves the right to assign any and/or all of its interest as Developer. Such assignment shall be in writing and recorded in the Official Records of Pasco County, Florida and shall state the specific right or interest being assigned.

Design Guidelines shall mean those Guidelines if and when published by the Architectural Committee as the same may adopted and/or amended by the Architectural Committee from time to time.

Lot shall mean and include each parcel of land duly recorded and identified by plat of the Subdivision intended or designed for the construction of a single private dwelling unit. Lot shall additionally mean and include each parcel of land described by metes and bounds intended or designed for the construction of private dwelling units. Lot shall not include areas of future development for which a Subdivision plat has not been recorded.

Master Association means Meadow Oaks Master Association, Inc., a Florida Corporation not for profit, more particularly described in Article X below.

Owner shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title or beneficial use of any private Lot situated within The Reserve at Meadow Oaks Subdivision, but shall not include mortgagees unless the mortgagee has acquired title by foreclosure or deed in lieu of foreclosure.

Plat shall mean a recorded Subdivision map or plat of the Property, or any part thereof, recorded in the Public Records of Pasco County, Florida made subject to the terms hereof. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

Property shall mean all of the real Property described on the Plat, and such additional Property as may be added by annexation subject to the terms hereof.

Recorded shall mean filed for record in the Public Records of Pasco County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Pasco County, Florida.

Structure shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, playhouse, treehouse, swimming pool, fence, recreational equipment, curbing, paving, wall, sign, signboard, onsite sanitary system, dock, gazebo, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot, and any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Subdivision shall mean all Property within the areas shown of the Plat or Plats of The Reserve at Meadow Oaks.

Surface Water Management System Facilities: The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

SWFWMD shall mean and refer to the Southwest Florida Water Management District.

Wetland Conservation Area shall be those indicated on the recorded Plat.

## ARTICLE II PROPERTY OWNERS' RIGHTS

2.1 General Rights. Each Owner shall have all rights and title of a fee simple Owner of real Property with respect to any Lot owned and may exercise full proprietary interest therein subject only to the covenants contained in this Declaration and any other conditions voluntarily contracted. All easements, reciprocal easement agreements, amendments and supplements to the Declaration, as well as provisions of the Association's Charter and ByLaws, shall be construed to be "other conditions voluntarily contracted".

2.2 Common Area Rights. The Developer may retain legal title to the Common Areas and Areas of Common Responsibility until it deems, in its' sole discretion, it appropriate to convey such areas to the Association, or until the total outstanding Class "A" votes equals 90% of the total number of Lots planned for all Phases of The Reserve at Meadow Oaks, whichever is the longer, at which time it shall be conveyed to the Association. The Developer may convey the Property to the Association earlier. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.

(b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Property Owners' Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.

(c) The right of the Developer and the Association to grant easements in and to the Common Area for utility services, including cable television, rights in favor of adjacent property owners, when needed to grant ingress, egress and maintenance easements for access to commonly used or other improvements used by the owner(s) of said adjacent property or otherwise, and other public uses which benefit the Subdivision as a whole. It is the intent of the Developer to grant to Pasco Golf Associates, Inc., its successors and assigns, an easement for ingress and egress over the Common Areas to service the golf course. It is also the intent of the Developer to grant an easement to Richard E. Wynn and Carol L. Wynn, the owners of the property described in Exhibit "F" hereof, its successors and assigns, an easement for ingress, egress and utilities to serve their property pursuant to an agreement dated April 27, 2005.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common Area Property; provided, however, the Common Area cannot be mortgaged without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present.

(e) The rights of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Lot Owners, to any other person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present, as well as the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

(f) Access afforded to police, fire and other public vehicles.

2.3 Access. Each Owner shall have the right to ingress and egress over and across the Common Areas and private rights-of-way as necessary for access to the Owner's Lot and shall have the right to lateral support for the Owner's Lot. Provided however that the Developer reserves the right to install entry/exit gates and related hardware and software, in its sole discretion, and if constructed, the costs of maintenance and operation thereof shall be that of the Association.

2.4 Guests and Invitees. Each Owner, subject to the restrictions of the Association By-Laws, may delegate the Owner's right to use and enjoy the Common Area facilities to family members, tenants, social and business invitees.

2.5 Limitation Upon Use of Common Areas. No Lot Owner may plant, garden or erect or maintain fences, hedges, walls or other improvements upon the Common Area except those improvements installed by the Developer in connection with the development of the Property or approved by the Architectural Committee. The Association's Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area facilities. These

regulations shall be binding upon each Owner and the Association may impose reasonable monetary fines and other sanctions for violation of the rules.

2.6 Existing Property. The real Property which is and shall be held, conveyed and occupied subject to this Declaration, is located in Pasco County, Florida and is more particularly described in Exhibit "A", attached hereto and made a part hereof, and incorporated by reference, which exhibit along with the Subdivision Plat shows not only the Property subject to these covenants, but also the Common Areas alluded to herein.

2.7 Additions to Existing Property. The Developer or its Assigns only, may from time to time subject other real Property to the restrictions set forth herein in order to extend the scheme of this Declaration to other Property to be developed as additional phases of The Reserve at Meadow Oaks Subdivision. The Subdivision is to have a private entrance way and certain inaccessible areas. As additional phases are developed, they shall be additional properties within the jurisdiction of the Association entitled to the easements granted herein and subject to the restrictions and assessments set out herein. The additions shall be made by filing of record-one or more Supplemental Declarations with respect to the properties to be subject to this Declaration. A new supplementary filing shall extend the jurisdiction of the Association and the undivided interest in the Common Areas and Areas of Common Responsibility to the additional Property Owners and thereby shall subject the additional Property to Common Area easements and assessments for its just share of the Association's expenses. Each Supplemental Declaration may contain complementary additions and modifications of this Declaration to reflect the different character, if any, of the added properties; provided, however, that such Supplemental Declaration shall not revoke or otherwise amend this Declaration as it applies to the existing Property.

### ARTICLE III PROPERTY OWNER'S ASSOCIATION

3.1 Ownership. It shall be mandatory that any person or entity who is the Owner of record of the fee simple interest in any Lot and entitled to the beneficial enjoyment thereof shall be a member of the Association and entitled to the beneficial enjoyment thereof. Ownership of the Lot shall be sole qualification for Ownership and Ownership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation. When any Lot is owned of record in joint or multiple tenancy, the multiple Owners shall designate a representative to be the Owner entitled to vote. If no representative is designated by the Owners, the Board of Directors of the Association may select one of the Owners of record or person exercising beneficial use of the Lot to be the representative for the Lot until one is designated by the Owners, unless the owners of the Lot cannot agree, in which case, no vote may be cast for that Lot until selected by the owners..

3.2 Voting. The Association shall have two (2) classes of Ownership, Class "A" and Class "B" Owners, if any, as follows:

(a) Class "A". Class "A" Owner shall be all Owners, with the exception of Class "B" Owners, if any. Class "A" Owners owning residential units shall be entitled to one (1) vote for each residential unit in which they hold the interest required for Ownership by Section 3.1 hereof; there shall be only one (1) vote per unit;

(b) Class "B". Class "B" Owner shall be the Developer and any successor of Developer who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Developer. The Class "B" Owner will have nine (9) votes for each Lot owned, including unplatted Lots, in which case Developer shall be entitled to at least seventy-five (75) votes per acre. The Class "B" Ownership shall terminate and become converted for Class "A" Ownership within one hundred twenty (120) days of the happening of the earlier of the following:

(i) when the total outstanding Class "A" votes exceeds 90% of the total number of Lots planned for all Phases of The Reserve at Meadow Oaks, or

(ii) January 1, 2015; or

(iii) when in its discretion, the Developer so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Owner shall be deemed to be a Class "A" Owner entitled to one (1) vote for each residential Lot in which it holds the interest required for Ownership under Section 3.1 hereof. At such time, the Developer shall call a meeting, as provided in the By-Laws of the Association for special meetings, to advise the Ownership of the termination of Class "B" status.

(c) Owners may vote by proxy, but only on subject matter previously noticed to the Ownership as an agenda item.

3.4 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including but not limited to: buy and convey real Property, conduct social activities, enter into contracts, install and maintain irrigation in Common Areas, hire a management company, make capital improvements, indemnify Officers and Directors, adopt rules and regulations for the general well being of the Subdivision, penalize delinquent Owners, obtain and maintain such policies of insurance as required by the Declaration and such other policies as the Board deems necessary and desirable for the protection of the Association and its Owners. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Association and may segregate funds to maintain reserve, trust, or escrow accounts for the Owners to accumulate and preserve funds for anticipated improvements.

3.5 Annual Meetings. The annual meeting of the Association shall be held in the third week of January of each year on a date and at a time and place as set by the Board. The Board also

has the power to change the date, time and place of the meeting for the convenience of the membership.

ARTICLE IV  
RIGHTS & OBLIGATIONS OF THE ASSOCIATION

4.1 Maintenance. The Association shall maintain and keep in good repair the Common Area and the Area of Common Responsibility and for this purpose may levy the assessment described hereinafter. The roads in the Subdivision are private roads in order to be a gated community. They are not dedicated to the public as in most other Subdivisions, therefore, the cost and responsibility of road maintenance will be borne by the Association rather than a government body. The Association shall keep the Common Areas and Areas of Common Responsibility as originally improved by the Developer or as modified with the consent of the Architectural Committee and shall keep all common facilities in good repair, in a safe, attractive and orderly condition.

4.2 Enforcement. The Association, the Developer, and any Owner may enforce the provisions of this Declaration by appropriate means, including but without limitation the employment of legal counsel and the commencement of legal actions. The Association may promulgate rules for fines against Owners violating the Declaration and/or rules of the Association in accordance with law. Obligations of the Association are legally enforceable by any Lot Owner and also the Developer. Failure to enforce any of the Declaration of Covenants, Conditions, Restrictions, Easements and Assessments contained herein does not waive the Association's, Developer's or Lot Owner's right to insist on compliance in the future. In any action to enforce the provisions of the Governing Documents, the prevailing party shall be entitled to an award of its attorney fees and court costs.

4.3 Utilities. The Association may contract, as a common expense, for any or all cable or satellite television distribution, Internet, electricity, water, electric services and refuse collection for the Lots or the Common Areas and Areas of Common Responsibility, but has no obligation to do so, where the price savings on a bulk basis is of such a magnitude that it benefits the membership as a whole.

4.4 Easements. The Association may grant easements when necessary for utilities over the Common Area and any portion thereof to serve the Subdivision and any portion thereof. An easement is hereby granted to the Association for the purposes of accomplishing the repairs, maintenance, replacements or any other work necessary to enforce the provision of this section.

4.5 Damage to Common Properties. In the event the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible for or finds that any Owner, or agent of an Owner or independent contractor of an Owner, is responsible for damage to the Area of Common Responsibility, the Association shall give the Owner written notice



of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense which notice shall set forth with particularity the maintenance, repairs, and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice by Certified United States Mail to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the Owner is responsible and shall become a lien against the Lot of the Owner enforceable by the Association plus all costs of collection including reasonable attorney fees through appeal. An easement is hereby granted to the Association for the purposes of accomplishing the repairs, maintenance, replacement or any other work necessary to enforce the provisions of this section.

4.6 Enforcement of Duties. Notwithstanding any other provision of this Declaration, the duties of the Association with respect to levying assessments sufficient to perform its duties and the duty of the Association to provide maintenance of the Common Areas and Areas of Common Responsibility and to enforce the provisions of this Declaration and of its Charter and By-Laws and to enforce any other duties evolving upon it by law or contract, are mandatory contractual duties which shall be specifically enforceable by injunction and by other remedies in legal proceedings which may be brought by any Lot Owner or by Developer. Further, in the event Developer should perform certain of the obligations of the Association, this shall not constitute a waiver with respect to the Association's obligation to perform such duties and with respect to the right of Developer and Lot Owners to bring legal proceedings to compel the Association to perform its duties. Furthermore, the Association may not diminish or eliminate any obligation of the Association by amendment to its Charter or its By-Laws, or by any other method, without Developer's written consent thereto, so long as Developer owns any Property described in Exhibit "A" or additional lands annexed thereto.

4.7 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines 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 and rules or regulations promulgated under the Articles of Incorporation, By-Laws of the Association, or Board of Directors, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the infraction or infractions at least fifteen (15) days prior to a hearing before the Board of Directors. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalty(ies) should not be imposed.

(b) Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties' should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty one (21) days after the Board of Director's meeting.

(c) Appeal: Any appeal process provided by Florida Statutes shall be available to any offending party.

(d) Penalties: The Board of Directors may impose fines at its reasonable discretion which may exceed any amounts set forth in Chapter 720, Florida Statutes. The Board may further suspend, for a reasonable time, the rights of the Owner or Owner's guest, tenants or invitees to use Common Areas and recreational facilities. Each day a violation continues to exist, it shall be a separate violation without need for additional notices or appeals. The Association shall be entitled to collect the maximum amount permitted hereunder.

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

(f) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association, but no fine shall become a lien against a Lot.

(g) Application: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) 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.

4.8 Special Enforcement Rights. Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Developer, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Developer, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Developer and/or the Association may impose liens upon the Lot of an Owner for amounts which the Owner fails to pay upon written request.

4.9 Wall, Fence and Landscaping. There will be a wall and/or fence, entry and landscaping around parts of the Subdivision and the Association shall have the responsibility for maintaining this wall, and/or fence, gate/keypad and landscaping. As shown on the Plat or separate easement deed, the Association will be granted easements for access to the walls, fences and landscaping for maintenance purposes. On those Lots which border the walls, the Homeowners Association shall be responsible for repainting and maintaining the wall, and an easement for access for maintenance and repair thereto is hereby reserved to the Association for this purpose. As required by Pasco County, a landscaping buffer is required behind lots 1-15 and 141-148, as shown on the Plat. The buffer will

be installed by the Developer, and maintained and replaced, as needed, by the Association, as a common expense.

4.10 Common Areas. There will be Common Areas for use by all residents and their guests. The Association shall be responsible for the Ownership, operation and maintenance of said area.

4.11 Private Streets. The Association shall own and maintain the private streets and related drainage system. The streets shall be Common Area for use by all residents and their guests.

## ARTICLE V RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

5.1 Single Family Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Subdivision other than single family dwellings and appurtenances. The Board may promulgate rules defining a "single family" and to prohibit occupancy by certain types of felons who have not had their civil rights restored.

5.2 Lawful Use. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

5.3 Commercial Use. None of the Lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose incompatible with single family residential use, unless approved by Pasco County as a home occupation. No business that generates on site visits by customers, or suppliers shall be allowed.

5.4 Maintenance. All buildings and other structures within the Subdivision and each portion thereof shall at all times be properly and well maintained in good condition and repair by the Owner thereof. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.4.1 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Any window treatments facing the

exterior of the Home shall be white, off-white or another neutral color (i.e., wooden shutters in a wood tone).

5.5 Parcelizing. No Lot shall be expanded or divided to accommodate more than one dwelling site per full Lot.

5.6 Design. Any improvements to be constructed onto any Lot will be subject to the written approval of the Architectural Committee. The design of said improvements shall be in conformance with the Design Guidelines if and when published (and as may be amended) by the Architectural Committee. Upon written request, sent by certified mail, by Lot Owner for approval of plans and specifications, the Architectural Committee will have thirty (30) days to approve or disapprove plans. Failure of the Architectural Committee to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed disapproved. The Architectural Committee will have exclusive control over exterior design, colors and materials which can be used in new construction and in repainting/refurbishing, modifying or additions of all improvements built on any Property subject to this Declaration and all additions thereto. The Committee may charge a fee to review plans. The fee shall be established by the Association.

5.7 Roofs. Antennas. Solar Heating.. Except as may be allowed by law, no projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys, skylights or vent stacks. No outside television or radio pole or antenna or other electronic device, or solar heating device, shall be constructed, erected or maintained on any building nor on any Property within the Subdivision or connected in such a manner as to be visible from the outside of any building, except as may be allowed by law and approved in writing by the Architectural Committee. Over the air reception devices may be installed as allowed by law. The Architectural Committee may, in its sole discretion, grant waivers from the provisions of this paragraph.

5.8 Temporary Buildings and Building Materials.

(a) No shed, tent or temporary structure/building shall be erected, maintained or used on any Property within the Subdivision; provided however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any Property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by the Architectural Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

(b) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, 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 complete the improvement in which same is to be used.

5.9 Garages. All residences shall have a minimum of a two (2) car garage, capable of holding two (2) autos at least 200 inches in length and 74 inches in width each, and Owners may not reduce the size of such garage to any size that would encroach on such dimensions. When garages are not in use by persons, garage doors shall be closed. Garages shall only be used for the purpose of parking automobiles, hobbies, storing an Owner's household goods, commercial vehicles, golf carts, trailers (either with or without wheels), campers, camper trailers, boats, all terrain vehicles, motorcycles and other water craft including boat trailers. All automobiles, hobbies, Owner's household goods, commercial vehicles, golf carts, trailers (either with or without wheels), campers, camper trailers, boats, all terrain vehicles, motorcycles and other water craft including boat trailers must be parked entirely within a garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary non recurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot, driveway or street. No vehicles of any kind shall be kept, stored, or repaired on any Property within the Subdivision in such a manner as to be visible from the Common Area or any neighboring Property. No materials or hobby supplies shall be kept or stored in any location visible from Common Area or from another Lot.

5.10 Signs. Mailboxes. No advertising signs or billboards shall be erected on any Lot or displayed to the public on any Lot except a sign of not more than four (4) square feet in area which may be used solely to advertise the Lot for sale or rent, or standard size street number identification signs. All supports for such signs shall be made of wire or 4"x4" posts, and no electrical or mechanical devices may power such signs. This restriction shall not apply to signs used to identify and advertise the Subdivision as a whole, nor signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Review Committee. Signs may not be installed for political purposes, nor to embarrass, harass, or offend any Owner of Lots within the Property. All Builder signage must be approved by the Developer.

5.11 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Property within the Subdivision if it renders the Property unsanitary, unsightly, offensive or detrimental to any other Property in the Subdivision. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas and sanitary containers within the Subdivision shall be enclosed in such a manner that the yards, areas, containers and such are not visible from any neighboring Property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

5.12 Clotheslines. Clotheslines are not permitted unless they are completely hidden from view of the Common Area and any neighboring Property, and except as permitted in writing by the Architectural Committee

5.13 Oil Tanks. Bottle Tanks. Water-Softening Tanks. Wells & Pumps. Condensers. Wood Piles and Central Air Conditioning Units. All ancillary equipment shall be suitably screened so as to be concealed from view of the Common Area and any neighboring Property. No window and/or wall air conditioning units shall be permitted. All propane gas tanks larger than standard barbecue size must be buried.

5.14 New or Damaged Structures. The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise, on any Lot shall be completed without unreasonable delay. Should the Owner leave a dwelling or structure in an incomplete condition for a period of more than 120 days or should the erection of a new dwelling remain incomplete after a period of 270 days from the date of the first construction related inspection by the appropriate governmental authority, the Association after reasonable notice to the Owner by registered mail, giving the Owner the opportunity to be heard, may remove the structure from the premises or complete and repair it in a manner deemed appropriate by the Association's Architectural Committee, and/or assess a penalty of \$100.00 (one hundred) dollars per day for every day the repair or erection of the dwelling or structure remains incomplete after the aforesaid time limits have been reached, unless the Owner can show a defense to the Architectural Committee that would support an impossibility defense under Florida law, and which delay is approved in writing by the Committee. In either event, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens. The dwelling or structure shall not be considered to be complete until, in the opinion of the Board of Directors, both the construction and landscape elements are in compliance with the approved building and landscape plans.

5.15 Hedges and Landscaping. All fences, hedges, and landscaping plans must receive prior written approval from the Architectural Committee before implementation. Fencing of the rear and specified portions of the side yards will be allowed on Lots only upon approval of the Architectural Committee. Hedges cannot restrict the view of the golf course. In connection with the development of any Lot for residential purposes the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Declaration.

5.16 Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of Withlacoochee River Electric Coop., Inc. for such installation.

5.17 Use and Protection of the Lakes and Ponds. The use of all lakes and ponds shall be subject to rules as adopted by the Association.

No gasoline powered water craft are allowed; only electric motors shall be allowed on any lake, pond or wetland, if any.

The Association and the Developer do not represent or warrant that any Lot is waterfront, that any Lot has lake access, or that the lakes and water levels will continue to exist in their present forms. Neither the Association, Developer, nor any agent, officer or employee of either shall have any liability to any Owner with regard to the augmentation or continued water levels of any lake.

No structures shall be placed on any of the lakes or ponds by any Owner. The Developer reserves the exclusive right, but not the obligation to install improvements to the Common Area, including but not limited to docks, boardwalks, piers, or boat ramps which may be placed in the common areas for the use of all Lot Owners and guests.

5.18 Common Areas. Nothing herein shall be interpreted as to limit in any way the Developer's right to use the Common Areas and its related facilities for the sales and promotion of properties.

5.19 Swimming Pools. Spas. Basketball Backboards. Trampolines. Above ground swimming pools are not permitted. All pools and spas must have the written approval of the Architectural Committee prior to installation.. No basketball backboards, permanent or portable are permitted in any location unless approved in writing by the Architectural Committee. No trampolines are permitted in any location unless approved in writing by the Architectural Committee.

5.20 Irrigation. All Lots must have underground irrigation systems in operable condition and may not draw upon water from creeks, streams, lakes, ponds, retention, detention, canals or other bodies of water within the Subdivision. Individual wells are prohibited.

5.21 Hardship Waiver. The Architectural Committee is authorized, but not required, to grant hardship waivers to Property Owners in the event in their opinion, the strict application of these restrictions presents a bona fide hardship that is not self imposed.

5.22 Minimum Square Footage of Improvements. Any home on any Lot described herein shall contain, at a minimum, 1,450 square feet of air conditioned living area for a single story residence and 2,000 square feet of air conditioned living area for a two story residence.

5.23 Trailers. Trucks. School Buses. Boats. Boat Trailers. No house trailers, motor homes, mobile homes, school buses, trucks or commercial vehicles, recreational vehicles, off-road vehicles, tandem axle vehicles, motorcycles, campers, habitable motor vehicles of any kind, boats, or boat and other trailers, shall be kept, stored or parked overnight either on any street or on any Lot, except within garages and the garage door closed. The foregoing will not be interpreted, construed, or applied to prevent the temporary non recurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot, driveway or street. Notwithstanding the foregoing, passenger automobiles (including SUVs and light trucks without commercial markings) may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vehicle, boats, or trailers on the Lots. All vehicles, boats and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner thereof, and an easement to enter the Lot is reserved in favor of the Association for this purpose. Developer intends for The Reserve at Meadow Oaks to be a first class residential neighborhood. This Section shall be liberally interpreted to permit the Association or any other party

having the right to enforce these restrictions to keep the streets within the Subdivision free from congestion and from the parking, repair, or storage of unsightly or oversize vehicles and other rolling stock which may detract from the character of the Subdivision.

5.24 Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than three (3) household pets per Lot may be kept provided, however, that no more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section 5.24, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure enclosures when out of doors. For purposes of this Section 5.24, invisible electronic fences are not deemed to be fences in compliance herewith. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Association, including but not limited to, the removal of the pet from The Reserve at Meadow Oaks if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by The Reserve at Meadow Oaks Property Owner's Association Rules as may from time to time be established by the Board of Directors.

5.25 Offensive Activities. No noxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in The Reserve at Meadow Oaks. No nuisance shall be caused, or permitted to exist, by any Lot Owner on, about or in the vicinity of his Lot or elsewhere in the Subdivision, nor shall there be any use or practice which is the source of annoyance to residents, or which interferes in any way with the peaceful possession and proper use by the residents of the Subdivision Property or any part thereof. All parts of the Subdivision, including each Lot, shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any Lot Owner or by anyone to accumulate, nor shall any fire hazard be allowed to exist. No improper, offensive, or unlawful use shall be made of any Lot, or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof, and all regulations of the Subdivision Association, shall be observed.

5.26 Nuisance. It shall be the responsibility of each Property Owner to prevent the development of an unclean, unhealthy, unsightly, or unkept condition on their Lot. No Lot shall appear to be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding Property.



5.27 Drainage. No Owner shall permit any blockage, construction, or landscaping to impede the flow of drainage upon any drainage easement or drainage swale.

5.28 Compliance with SWFWMD Permit. Each Property Owner within the Subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD). No Owner of any property within the subdivision may construct or maintain, any building, residence or structure, or under take or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision unless prior approval is received from the Southwest Florida Water Management District, Brooksville Regulation Department.

No Owner of Property within the Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded Plat of the Subdivision, unless prior approval is received from the Southwest Florida Water Management District Regulation Department.

The Lot Owners shall not remove native vegetation (including cattails) that becomes 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 shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

The District has the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

Any amendment of this declaration of covenants, affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

If The Reserve at Meadow Oaks Property Owners Association, Inc. ceases to exist, and if no maintenance agreement exists with the Master Association then all of the Lot or Parcel Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h of SWFWMD's Regulations.

For projects which have on-site wetland mitigation as defined in Section 1.7.24 of SWFWMD's Regulations which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision

requiring the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

5.29 Sidewalks. The construction, repair and replacement of the sidewalks shall be the responsibility of each individual property owner adjoining the sidewalk.

5.30 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

5.30.1 Lease Requirements. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the following provisions:

5.30.1.1 All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association if so requested by Association;

5.30.1.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;

5.30.1.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be twenty-five dollars (\$25.00) and may be increased from time to time;

5.30.1.4 No Lease Agreement may be for a term of less than one (1) year;

5.30.1.5 No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

5.30.1.6 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

5.30.1.7 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant

should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

5.30.1.8 All Lease Agreements shall require the Home to be used solely as a private single-family residence;

5.30.1.9 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. The Uniform Lease exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

5.30.1.10 Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

5.30.2 Maximum Number of Tenant Occupants per Home. Each lease Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

5.30.2.1 In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.

5.30.2.2 In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.

5.30.2.3 In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

5.30.3 Right to Use Common Areas. During such time as the Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

5.30.4 Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

## ARTICLE VI DESIGN REVIEW

6.1 Design Approval. No building, structure, architectural feature or improvement, including but not limited to structures, irrigation systems, landscaping, fencing, or hedges, whether for new construction or a modification or addition to existing improvements, shall be erected, constructed, placed or altered on any Lot until the Owner/Applicant of the Lot shall submit in duplicate, complete plans and specifications for such building, structure, and/or improvement and a detailed site plan showing its proposed location, and the plan specifications and detailed site plan have been approved in writing by the Architectural Committee. The approval of said plans and specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions, and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the

structure with respect to topography and finished grade elevation, the nature of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the heights, kind and appearances of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and driveways, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and a detailed site plan as finally approved may be retained by the Developer or the Architectural Committee.

Upon completion of any buildings, structure or improvement in accordance with approved plans and specifications and detailed site plan, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

The Architectural Committee's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner/Applicant, and shall be further evidenced by a written instrument executed and acknowledged by the Architectural Committee. Such written instrument shall be returned to the Owner/Applicant accompanied by one set of the submitted documents after complete submission, which shall be evidenced by a receipt from the Chairperson of the Committee, or a certified mail, return receipt signed by the Committee, at the current address shown on the Florida Department of State UBR.

Approval by the Architectural Committee shall not obviate any reviews or approvals required by government, and does not constitute a structural review or review for compliance with building codes or any purpose other than design compatibility with the community, surrounding structures and terrain.

The Architectural Committee shall have the authority to publish "Design Guidelines" which shall outline guidelines for the design of improvements to be constructed on the Lots. The Architectural Committee reserves the right to amend these Design Guidelines from time to time.

6.2 Exculpation of Developer and Architectural Committee. Developer and Architectural Committee cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall the Developer or Architectural Committee be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations. The Developer and Architectural Committee also shall not be held responsible for any structural fault in design or construction. Neither the Association, Architectural Committee, Developer, or any agent, officer or

employee of such shall be liable to any Owner or other for any damages or costs arising in any way out of the approval or disapproval of any plans or applications.

6.3 Design Approval by Developer. The Developer reserves the right to maintain exclusive architectural control for new construction in all Common Areas, entrance and recreation areas. The purpose of architectural control is to assure that improvements in the Subdivision as a whole will preserve a uniformly high standard of construction that is attractive and harmonious. The basic architectural control for regulation of all Lots is vested in the Architectural Committee. In addition, to further protect, conserve and enhance the aesthetics of the community, the Developer itself, until the last Lot is sold, may regulate the appearance of all Common Area improvements and buildings, and structures if any. The power to regulate vested in the Developer temporarily and the Architectural Committee permanently shall include the power to prohibit those improvements, structures, buildings found to be (a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or (b) contrary to the best interests of The Reserve at Meadow Oaks or (c) detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique and desirable qualities.

## ARTICLE VII PROPERTY OWNERS' ASSESSMENTS

7.1 Purpose. Assessments for common expenses provided for herein shall be used for the general purpose of promoting recreation, safety, health and common benefit and enjoyment of the Owners and occupants of residences and to maintain the roads, Common Areas, entry gate and any other Common Areas in the fashion that may be specifically authorized from time to time by the Board of Directors.

7.1.1. Assessment Unit. For the purpose of establishing and determining Assessments for Common Expenses payable by the Members, Assessment Units are hereby established as follows:

7.2.1. Each Lot with a Structure thereon shall be one Assessment Unit.

7.2.2. Each Lot shall be one-fourth (1/4) of an Assessment Unit.

7.2.3. Determination of Assessments for Common Expenses.

Not less than sixty (60) days prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. In determining the budget for any fiscal year, the Board may take into account Common Areas, Lots, and addition to the Subject Property anticipated to be added during the fiscal year, if any. The Board shall then establish the Assessment for Common Expenses, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Assessment Units within the Subject Property. The Association shall then promptly notify all Members, in writing, of the amount, frequency, and due

dates of the Assessment for Common Expenses per Assessment Unit or fraction thereof. From time to time during the fiscal year, the Board may modify the budget for the fiscal year. When needed, the Board may change the amount due upon notice to the members. If the expenditure of funds are required by the Association in addition to funds produced by the regular Assessments for Common Expenses, the Board may make

special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice. Such periodic payments shall automatically continue to be time and payable in the same amount and frequency as indicated in the notice. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification, of such Assessment.

7.2 Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed whether or not it is expressed in the deed, covenants and agrees to pay to the Association:

- (a) Monthly assessments and charges,
- (b) Special assessments to be established and collected as hereinafter provided, and

(c) 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, interest 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 include fines levied for the actions of any Owner, or guest, invitee, or family member of such Owner.

All assessments and costs of collection for delinquent assessments along with interest on delinquent assessments, administrative fee for collection, and reasonable attorney fees shall be a continuing lien upon the Lot against which the assessment is made. Each assessment together with interest, administrative fee, and a reasonable attorney fee shall also be the personal obligation of each person who is the Owner of the Lot at the time the assessment is levied. Each Owner shall be liable for his or her portion of each assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and unless otherwise provided by the Board, shall be paid in monthly installments or in one annual payment. Each Lot shall be assessed equally for annual assessments and special assessments.

7.3 Method of Settling Fee. It shall be the duty of the Board at least thirty (30) days prior to the Association's fiscal year to adopt a budget covering the estimated cost of operating the Association during the coming year. The budget may include a capital contribution or reserve in accordance with the current year's budget. The Board shall cause the budget and notice of

assessments to be levied against each Lot for the following year to be mailed to each Owner at least thirty (30) days prior to the meeting of the Board at which the budget is adopted. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least 51% of the Association Ownership. In the event the Board fails to adopt a budget and assessment as provided herein, the assessments for the current year shall be continued in full force and effect for the succeeding year.

7.4 Special Assessments. In addition to the annual assessments authorized above, the Board may levy in an assessment year, a special assessment for operations, and not reserves, as long as the Developer is exercising its' rights under the provisions hereof, not to pay assessments. Meetings for special purpose of considering special assessments shall be held only after due notice to the Owners mailed not less than thirty (30) days prior to the date of the meeting.

7.5 Liens or Assessments. All sums assessed against any Lot pursuant to this Declaration together with interest as provided herein shall be secured by a continuing lien upon such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot, and shall relate back to the recording of this Declaration and shall be superior to any homestead rights, except for liens of ad valorem taxes and first mortgages held by recognized lending institutions. Persons other than recognized lending institutions acquiring interests other than first mortgages liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records shall be deemed to consent to the liens and assessments of the Association and the subsequent liens shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instrument creating such liens or encumbrances.

7.6 Remedies of the Association to Enforce Assessments. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten days shall incur an administrative charge for collection in the amount the Board of Directors may determine from time to time. If the assessment has not been paid within thirty (30) days, the assessment liens shall commence to include interest on the principal amount at the maximum rate per annum allowed by law from the date first due and payable, plus an administrative charge or late fee as allowed by law, and costs for collection, including a reasonable attorney's fee and all costs through any appeal. In the event that the assessment remains unpaid after sixty (60) days, the Association may commence legal action to collect the assessments or to foreclose its lien. Each Owner by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for mortgages on real Property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners.

7.7 Date of Commencement of Annual Assessments.

(a) Annual assessments shall commence upon issuance of a Certificate of Occupancy from the County and shall be due and payable in the manner and on the schedule the Board of Directors



may provide, and if not stated in the budget, shall be on the first of the month, and begin to accrue late fees and interest if not paid within fifteen (15) days after the due date.

(b) For so long as the Developer meets or causes to be performed the level of services called for in the budget and funds any deficiency not including reserves, that may arise between the actual service expense and assessments paid by Owners other than Developer, it shall not be required to pay any assessments upon unsold Lots. This shall be reviewed on a regular basis by the Developer and it may elect to pay the annual Lot assessment for the platted Lots it owns rather than subsidize the Association, by giving notice. If reserves are kept by the Association, the Developer shall not be required to fund said reserves as part of the funding of any deficiency. The Developer has the option of paying at the Assessment Unit level as set forth hereinabove, or paying no assessments and instead, funding any deficit incurred by the Association.

7.8 Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Areas or the Areas of Common Responsibility nor shall the assessments apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

7.9 Lake Management. It is intended that the Association will perform certain storm water pond maintenance and mitigation maintenance. All expenses of such maintenance will be borne by all Owners of Lots in the Subdivision. The Association is hereby empowered and required to levy and collect annual assessments to provide funds for such expenses annually. This assessment will be included in the annual assessment for general Association purposes contemplated by the Declaration, and shall be collected and enforceable in the same manner.

7.10 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, Developer intends 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. Developer further intends that any assessment for such purposes against the Common Area 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 Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area, then they shall be paid by the Association.

## ARTICLE VIII GENERAL PROVISIONS

8.1 This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. The Board of Directors shall follow the procedures set forth in Chapters 712 and 720 of the Florida Statutes as amended from time to time. Each Owner, by acceptance of title to a Home or Lot, and

any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

8.2 Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors of the Association with an attached certification that the amendments have been approved by a majority of the Owners of the Association. The Developer retains the right to amend the Declaration until the sale of the last Lot comply with any governmental requirement or request, or to correct errors. Until such time as the last Lot which the Developer holds for sale in the ordinary course of business is conveyed by the Developer, it specifically reserves for itself, its successors and assigns and to the Association the absolute and unconditional right to amend, alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided, however, that no such amendment, alteration, modification, revocation, rescission, or cancellation shall prejudice or otherwise impair the security, rights and priorities of any mortgagee of record as to any of the Lots. Any Owner hereunder shall be deemed to waive any vested rights hereunder which may have accrued prior to any amendment of this Declaration unless such amendment material adversely affects the Owner's Residential Unit. All or any portion of the Properties may be removed from the lien and operation of this Declaration by an amendment executed by the Developer for such purposes, provided there are no conveyances of Lots or residential units constructed upon the Property being removed from the lien and operation of this Declaration. Notwithstanding any other provision in this Declaration, the Articles or By-Laws to the contrary, the Board shall have the power to unilaterally amend this Declaration to bring any provisions herein into compliance with any governmental or quasi-governmental statute, rule, regulation, or requirement, or judicial ruling. To the extent legally required, each Owner shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

8.3 Indemnification. The Association shall indemnify every officer, director and Owner on the Architectural Committee and all other Committee Members, against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director or Committee Members, at the time such expenses are incurred. The officers, directors and Committee Members shall not be liable for any mistake of judgement, negligence, or otherwise, except for his own individual willful misconduct or nonfeasance. The officers, directors, and Committee Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and Committee Members may also be Owners of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, director, or Committee Member, or former officer, director, or

Committee Member may be entitled. The Association may as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

8.4 Eminent Domain. In the event of a threatened taking of a Common Area, the Association shall have a power to take all action with respect to such taking. The Board may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of taking of less than all the Common Areas, the rules as to restoration, replacement of any Common Area and the improvement thereon shall apply as in the case of destruction of improvements upon the Common Area.

8.5 Insurance. The Association shall obtain to the extent reasonably available insurance it deems necessary including but not limited to the following policies of insurance:

(a) fire and extended coverage insurance on all improvements upon the Common Areas and Areas of Common Responsibility in the amount of 100% of the full insurance replacement cost value of the improvements, or as determined by the Board;

(b) general comprehensive public liability insurance against liability to and claims of the public, an Owner of the Association and any other person with respect to liability occurring upon the Common Areas or the Areas of Common Responsibility based upon or arising out of the Association's Ownership or use of the Common Area or Areas of Common Responsibility. The minimum combined single limits of liability shall not be less than \$500,000 per occurrence and \$1,000,000 aggregate. The liability insurance shall name, as separately protected insured, the Developer, the Association, the Board, the Architectural Committee (if economically feasible) and their respective Owners, employees, officers, agents and representatives.

The Association shall furnish the insurance contemplated and any judgement by the Association as to the amount and type of insurance shall be reasonable and shall be made after due deliberation in good faith.

8.6 Contracts with Developer. The Association and Developer are authorized to enter into mutual contracts for any services the Developer is capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree.

8.7 Headings. It is further declared that the headings or titles inserted in the Declaration and any subsequent amendments are inserted solely for the convenience of reference and shall not constitute a part of this agreement nor shall they affect its meaning, construction or effect.

8.8 Traffic. Traffic in any of the private streets and roads or ways in the Subdivision shall be subject to the provisions of the laws of the State of Florida concerning operation of motor

vehicles on public streets. The traffic laws shall operate as restrictive covenants and shall be enforceable by the powers of the Association, as well as applicable Law Enforcement Agencies, including the right to collect reasonable fines for violation thereof. Reasonable speed limits may be designated by the Board of Directors of the Association and shall be posted in the Subdivision. Golf carts may be operated on the streets to get to and from the golf course. Only drivers licensed to operate or recognized by the State of Florida may operate any type of motor vehicle or golf cart on the streets of the Subdivision. The Association is empowered to pass, administer and enforce reasonable rules and regulations for control of traffic and safety. Automobiles and trucks with noisy exhaust systems or excessive emissions shall not be operated in the Subdivision. There shall be no racing whatsoever on the streets. All vehicles parked or driven in the Subdivision shall have a current registration tag on the vehicle. Neither go-carts, motorized scooters nor three (3) and four (4) wheel all terrain vehicles shall be operated within the Subdivision. All vehicles of every kind and nature which are allowed on the streets of The Reserve at Meadow Oaks, shall be operated in a careful and quiet manner, and with consideration for all Owners of the community, and in a manner to be expected from a reasonable, prudent person. Vehicles may only be operated in areas designated by the Association for vehicle operation. THE DEVELOPER MAY ELECT TO INSTALL ENTRY/EXIT GATES OR SUCH OTHER TRAFFIC CONTROL DEVICES UPON THE STREETS AS IT MAY, IN ITS SOLE DISCRETION DETERMINE TO BE IN THE BEST INTERESTS OF THE ASSOCIATION AND ITS' MEMBERS. THE ASSOCIATION SHALL PAY FOR THE COST OF MAINTENANCE AND REPAIR OF SUCH DEVICES AS PART OF ITS BUDGET PROCESS, AND SUCH DEVICES SHALL NOT BE AN INTERFERENCE WITH ANY EASEMENT HEREUNDER.

8.9 Perpetual Easement. Notwithstanding any provisions of this Declaration or any amendments thereto, no easements in the Common Area for ingress and egress may be terminated, said easement's being intended to be perpetual; this will apply regardless of the termination of the restrictive covenants contained in this Declaration and regardless of the termination of the Declaration itself. Furthermore, notwithstanding the termination of this Declaration, the Association's power to make assessments and its duties to maintain the Common Areas and Areas of Common Responsibility shall survive the termination of this Declaration unless the instrument of termination specifically provides otherwise.

8.10 Developer Amendments. Notwithstanding any other provisions of this Declaration, the Developer may make such reasonable amendments to this Declaration as may be required by an institutional lender which commits to make mortgage loans for homes in The Reserve at Meadow Oaks, without the consent of the Ownership, during the period of time before control of the Association is required to be turned over to the Ownership. Such amendment by the Developer shall not prejudice the Ownership or diminish the property rights of Lot Owners, nor shall they transfer any of the Developer's obligations to the Association or to the Owners.

8.11 Architectural Committee. The Developer shall have the right to sit on and/or appoint the Architectural Committee, to remove without cause any person serving on the Architectural Committee and the Developer shall also have the authority to fill any vacancies on the Architectural

Committee all until such time as all Class "B" Ownerships terminate. The Architectural Committee shall consist of not less than two (2) nor more than five (5) members.

8.12 Supplemental Declarations. Developer may file such Supplemental Declarations as it deems appropriate from time to time, and the same will be amended from time to time as additional phases of The Reserve at Meadow Oaks are developed, without the necessity of any joinder by the Association or by any Owners in The Reserve at Meadow Oaks; there is reserved in the Developer the unrestricted right to grant easements in all roads and Common Areas throughout The Reserve at Meadow Oaks to all Owners of Lots in the Subdivision (including phases to be developed by use of a Supplemental Declaration). The right of the Developer to extend all of the benefits of easements, as development proceeds in phases, to all Owners of Lots in The Reserve at Meadow Oaks, over roads and over other Common Areas throughout the existing properties and future additions thereto is absolute, and may be exercised at any time and from time to time without the joinder and without the consent of the Association or of any Lot Owner or mortgagee whomsoever. It is likewise intended that notwithstanding the provisions of Section 2.2 (e) or of any other provision of the Declaration, neither the Association's consent nor that of its Owners shall be necessary for Developer to grant utility easements to public utility companies and to governmental units, so long as the easements are over Common Areas, Areas of Common Responsibility or over portions of Lots then owned by the Developer. The Developer and the Developer only may annex land to the community in its sole and absolute discretion.

8.13 Conversion, to Public Streets. Notwithstanding any other provision of the Declaration or of any easement documents, it is agreed that the Association, upon authorization by affirmative vote of three-fourths (3/4) of its total Ownership (and not merely three-fourths of those present and voting) may at any time, convey the streets in The Reserve at Meadow Oaks to Pasco County for dedication as public streets, thus terminating all private easements in said streets; provided however, that such action shall not be effective so long as Developer owns any unsold land in The Reserve at Meadow Oaks, unless Developer joins in executing such a conveyance.

8.14 Deed in Lieu of Foreclosure. Notwithstanding any other provision of Article VII of the Declaration, it is agreed that a mortgagee acquiring title by acceptance of a deed in lieu of foreclosure shall not be liable for unpaid Property Owner's Association assessments which became due prior to acquisition of the title by such mortgagee.

8.15 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.16 Developer's Rights. The provisions of this Declaration shall not be applicable to prevent or hinder the activities of Developer in developing, marketing, and operating the community. Additionally and notwithstanding any other provision of this Declaration, Developer and its designees may employ such methods of marketing including signage, parking facilities for models, and operation of sales and construction offices, as deemed appropriate in Developer's sole discretion, and for ingress and egress over the Common Area for this purpose..

8.17 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

8.18 Notices and Disclaimers As to Water Bodies, Golf Courses and Sinkholes. NEITHER DEVELOPER NOR THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE DEVELOPER AND ASSOCIATION FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO THE PERSONS, PETS AND PROPERTY, BUT THAT THE DEVELOPER AND ASSOCIATION ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, SINKHOLES MAY OCCUR ON THE PROPERTIES AND NEITHER THE DEVELOPER OR ANY BUILDER SHALL BE LIABLE OR RESPONSIBLE, IN ANY WAY WHATSOEVER FOR THE DAMAGES CAUSED BY THE OCCURRENCE OF ANY SINKHOLE. OWNERS ARE ADVISED TO OBTAIN INSURANCE FOR PROPERTY DAMAGE TO THEIR DWELLING FOR THIS PURPOSE.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ERRANT GOLF BALLS MAY LEAVE THE FIELD OF PLAY AND ENTER UPON THE LOTS AND COMMON AREA. EACH OWNER IS HEREBY WARNED THAT SUCH OCCURRENCES OCCUR FREQUENTLY AND CAN CAUSE PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH OWNER, AND THEIR LICENSEES AND INVITEES ACKNOWLEDGE AND ASSUME SUCH RISK WHEN COMING UPON THE PROPERTY SUBJECT TO THIS DECLARATION AND AGREE TO HOLD HARMLESS THE DEVELOPER, BUILDERS AND THE ASSOCIATION, AND THEIR AGENTS, EMPLOYEES AND AGREE THAT NO CLAIMS SHALL BE MADE FOR DAMAGES OR OTHERWISE DUE TO THE CONDUCT OF GOLF GAMES ON PROPERTY ADJACENT TO THE LOTS AND COMMON AREA.

IX.  
DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Developer nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of The Reserve at Meadow Oaks 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 properties 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 tortuous activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, security 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, security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

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.

The Common Areas and easements contain wetlands, roads and water areas 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, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Developer, which shall be fully protected hereby.

## ARTICLE X MASTER ASSOCIATION

Section 1. Membership. Each Owner of a Lot automatically becomes a Member of the Master Association, which governs all residents of the Meadow Oaks development. Such membership is in addition to the Owner's automatic membership in the Association, as provided in this Declaration. As a Member of the Master Association, each Owner shall be subject to its Articles of Incorporation, Bylaws and Rules and Regulations in effect from time to time.

Section 2. Master Restrictions. In addition to this Declaration, each Lot is hereby made subject to the terms and conditions of the Master Declaration for Meadow Oaks, as recorded in O.R. Book 1544, at Page 0258, Public Records of Pasco County, Florida (herein, together with all other amendments thereof now or hereafter made, called the "Master Restrictions"). Pursuant to the Master Restrictions, assessments are due and charges are levied by the Master Association, payment of which is secured by a lien on each Owner's Lot. Other provisions of the Master Restrictions pertain to land use, recreational facilities, architectural control and other matters. By acceptance of a deed or otherwise acquiring title to a Lot, the Owner thereof agrees to abide by the provisions of the Master Restrictions, and to uphold his responsibilities and obligations as a Member of the Master Association set forth therein, including the payment of such assessments, dues and charges as shall



be levied thereby. Additionally, the Property and the Lots are subject to the Easement recorded at Book 6801 at Page 1100 et. Seq. Of the Official Records of Pasco County, Florida.

Section 3. Conflict. In the event the Master Association and the Association each have authority in regard to a pending issue concerning the Properties, then in the event of any conflict in the decision of each Association, the decision of the Master Association shall control over the decision of the Association. For example, if an alteration is proposed by an Owner, and the Association refuses to approve the proposed alteration pursuant to this Declaration, but the Master Association approves the proposed alteration, then the decision of the Master Association would control and the proposed alteration would be allowed. The provisions of this Article cannot be amended without the express written approval of the Master Association.

ARTICLE XI  
RECREATION PARCELS

The Association shall be deeded a parcel of property as described on Exhibit "D" attached hereto and incorporated herein for use as a passive park for the Owners and their licensees and invitees. Said property shall be a Common Area hereunder and the costs of maintenance thereof shall be a common expense of the Association.

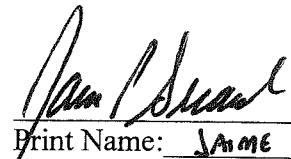
Additionally, the Association may enter into such use agreements for the common recreational use of other nearby parcels to use in common, as described in that certain Declaration of Servitude attached hereto as Exhibit "E" to be recorded in the Official Records of Pasco County Florida, and all costs thereunder shall be common expenses of the Association.

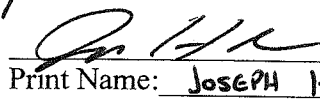
IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and by its president, on the 8<sup>th</sup> day of May, 2006.

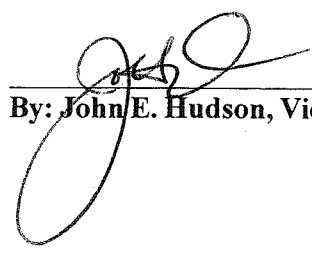
Executed and declared in the presence of:

**HDFD HOLDING CO., LTD., a Florida limited partnership**

By: JHDF, INC., a Florida corporation, its general partner

  
Print Name: JAMES P. GIRARDI

  
Print Name: JOSEPH HUDSON

  
By: John E. Hudson, Vice President

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 2006, an officer duly qualified to take acknowledgments, personally appeared **John E. Hudson, Vice President of JHDF, INC., a Florida corporation as general partner for HFDF HOLDING CO., LTD., a Florida limited partnership** who is personally known to me and who did not take an oath.

Susan A. Silva  
Notary Public

Exhibits:

- A - Legal Description
- B - Articles of Incorporation
- C - By-Laws
- D - Park Site Deed and Legal Description
- E - Declaration of Servitude
- F - Wynn Property Legal Description



# DESCRIPTION

THAT PORTION OF SECTIONS 33 AND 34, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA; THENCE N.01°18'34"E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4, A DISTANCE OF 425.00 FEET; THENCE S.88°58'09"E, A DISTANCE OF 485.78 FEET; THENCE N.02°14'33"E, A DISTANCE OF 403.07 FEET; THENCE S.88°58'09"E, A DISTANCE OF 821.27 FEET, TO THE EAST LINE OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 33; THENCE S.01°40'04"E, A DISTANCE OF 532.31 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 550.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 372.84 FEET THROUGH A CENTRAL ANGLE OF 38°50'24" (CHORD BEARING S.17°45'08"W., 365.74 FEET); THENCE S.37°10'20"W, A DISTANCE OF 695.32 FEET; THENCE S.78°42'33"W, A DISTANCE OF 310.00 FEET; THENCE N.19°28'46"W, A DISTANCE OF 110.00 FEET; THENCE N.00°53'30"E, A DISTANCE OF 533.66 FEET; THENCE S.88°57'57"E, A DISTANCE OF 50.00 FEET; THENCE N.00°53'30"E, A DISTANCE OF 75.00 FEET; THENCE S.88°57'57"E, A DISTANCE OF 168.12 FEET; THENCE S.00°53'30"W, A DISTANCE OF 220.14 FEET; THENCE S.52°49'40"E, A DISTANCE OF 61.20 FEET; THENCE N.37°10'20"E, A DISTANCE OF 20.00 FEET; THENCE S.52°49'40"E, A DISTANCE OF 110.00 FEET; THENCE N.37°10'20"E, A DISTANCE OF 130.00 FEET; THENCE N.52°49'40"W, A DISTANCE OF 110.00 FEET; THENCE N.37°10'20"E, A DISTANCE OF 20.00 FEET; THENCE N.27°18'47"W, A DISTANCE OF 153.29 FEET, TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 172.17 FEET THROUGH A CENTRAL ANGLE OF 61°39'10" (CHORD BEARING N.58°08'22"W); THENCE N.88°57'57"W, A DISTANCE OF 345.00 FEET; THENCE S.00°53'30"W, A DISTANCE OF 1039.60 FEET; THENCE N.89°10'59"W, A DISTANCE OF 121.39 FEET; THENCE S.00°49'01"W, A DISTANCE OF 250.27 FEET; THENCE S.09°37'11"E, A DISTANCE OF 82.85 FEET TO A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 10.93 FEET THROUGH A CENTRAL ANGLE OF 10°26'12" (CHORD BEARING S.04°24'05"E, 10.91 FEET); THENCE S.00°49'01"W, A DISTANCE OF 88.17 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 22.98 FEET THROUGH A CENTRAL ANGLE OF 52°39'24" (CHORD BEARING S.25°30'41"E, 22.18 FEET) TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 326.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 126.11 FEET THROUGH A CENTRAL ANGLE OF 22°09'16" (CHORD BEARING N.62°55'01"W, 125.32 FEET) TO A POINT OF CUSP WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 45.90 FEET THROUGH A CENTRAL ANGLE OF 105°11'20" (CHORD BEARING N.53°24'41"E, 39.72 FEET); THENCE N.00°49'01"E, A DISTANCE OF 158.06 FEET TO A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 275.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 38.92 FEET THROUGH A CENTRAL ANGLE OF 08°06'35" (CHORD BEARING N.04°52'18"E, 38.89 FEET) TO A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 225.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 31.85 FEET THROUGH A CENTRAL ANGLE OF 08°06'35" (CHORD BEARING N.04°52'18"E, 31.82 FEET); THENCE N.00°49'01"E, A DISTANCE OF 258.35 FEET; THENCE N.89°10'59"W, A DISTANCE OF 122.00 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE N.00°49'01"E, ALONG SAID WEST LINE, A DISTANCE OF 794.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 33.10 ACRES, MORE OR LESS.

# EXHIBIT A

05 NOV -7 PM 3:17  
DIVISION OF CORPORATIONS  
STATE OF FLORIDA

**ARTICLES OF INCORPORATION**

**OF**

**THE RESERVE AT MEADOW OAKS PROPERTY OWNER'S ASSOCIATION, INC.**  
**A NOT FOR PROFIT FLORIDA CORPORATION**

In compliance with the requirements of Florida Statutes 617, the undersigned, all of whom are residents of Pasco County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I.**

The name of the corporation is **The Reserve at Meadow Oaks Property Owner's Association, Inc.**, hereinafter called the "Association".

**ARTICLE II.**

The principal office of the Association is located at 8801 River Crossing Blvd, New Port Richey, Florida 34655.

**ARTICLE III.**

Jaime P. Girardi, whose address is 8801 River Crossing Blvd., New Port Richey, Florida 34655, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV.**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Areas within that certain tract of property described on Exhibit "A" attached hereto and made a part hereof, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Pasco County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- (g) Operate and maintain common property, specifically the surface water management system including any mitigation areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances;
- (h) Have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE V.

The affairs of this Association shall be managed by a Board of three (3) Directors who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Name: Jaime P. Girardi, Betty D. Valenti & Stephanie D. Dieters  
Address: 8801 River Crossing Blvd., New Port Richey, FL 34655

**ARTICLE VI.**

The affairs of this Association shall be administered by a President, Vice-President, Secretary and Treasurer, who need not be members of the Association. The following persons shall act in the capacity indicated until the selection of their successors in accordance with the By-Laws of the Association.

President:	Jaime P. Girardi
Vice President:	Betty D. Valenti
Secretary/Treasurer:	Stephanie D. Dieters

**ARTICLE VII.**

The name and address of the subscriber to these Articles of Incorporation for the Association is:

Jaime P. Girardi  
8801 River Crossing Blvd.  
New Port Richey, F 34655

**ARTICLE VIII.**

The By-Laws of the Association will be adopted by a two-thirds (2/3) majority of the Board of Directors, all homeowners, lot owners, property owners or unit owners to be members.

**ARTICLE IX.**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members as set forth in the Declaration of Covenants, Conditions and Restrictions. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

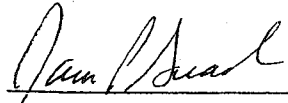
**ARTICLE X.**

The corporation shall exist perpetually.

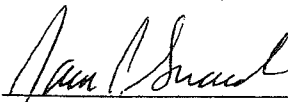
**ARTICLE XI.**

Amendment of these Articles shall require the assent of two-thirds (2/3) of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation, this 2 day of November, 2005.

  
\_\_\_\_\_  
Jaime Girardi  
P.

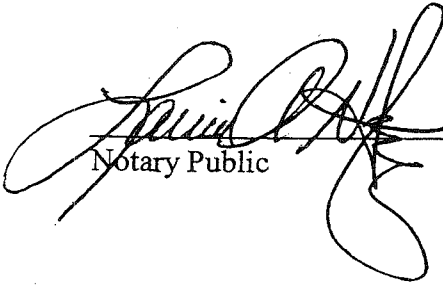
I do hereby accept the duties of registered agent.

  
\_\_\_\_\_  
Jaime Girardi  
P.

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day, before me a notary public duly authorized in the State and County above named to take acknowledgments, personally appeared **Jaime Girardi** to me well known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to these Articles of Incorporation.

Witness my hand and seal in the County and State aforesaid this 2 day of November, 2005.

  
\_\_\_\_\_  
Notary Public



05 NOV -7 PM 3:17  
DIVISION OF CORPORATIONS  
STATE OF FLORIDA

**BY-LAWS**  
**OF**  
**THE RESERVE AT MEADOW OAKS PROPERTY OWNER'S ASSOCIATION, INC.**  
**A NOT-FOR-PROFIT FLORIDA CORPORATION**

**ARTICLE I.**  
**NAME**

The name of the corporation is The Reserve at Meadow Oaks Property Owner's Association, Inc., a Florida corporation, not-for-profit (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 8801 River Crossing Blvd, New Port Richey, Florida 34655 but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors from time to time.

**ARTICLE II.**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to The Reserve at Meadow Oaks Property Owner's Association, Inc., a Florida corporation, not-for-profit, its successors and assigns.

Section 2. "Common Area" shall be as defined in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") for The Reserve at Meadow Oaks as recorded in OR Book 6833, Page 668, Public Records of Pasco County, Florida.

Section 3. "Developer" shall mean HFDF Holding Co., LTD., a Florida limited partnership, its successors and assigns. Developer shall at all times have the right to assign its interest herein to any successor or nominee.

Section 4. "Lot" shall mean any Lot shown on the recorded subdivision plat as referred to herein with the exception of the Common Area.

Section 5. "Maintenance of Common Area" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted, including but not limited to the maintenance of drainage and conservation easements in accordance with the Southwest Florida Water Management District rules and regulations, if applicable, and entrance amenities. Maintenance of landscaping shall further mean the exercise of generally

**EXHIBIT C**



accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity of each class who holds membership in the Association.

Section 7. "Owner" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any Lot which is a part of the property described on said Plat but shall not include those holding title merely as security for performance of any obligation.

Section 8. "Subdivision" shall mean and refer to that portion of the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

### ARTICLE III. MEETING OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of Nine o'clock A.M. or at such other time as determined by the Board of Directors with due and proper notice thereof as provided in Section 3 hereof. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the Members.

Section 2. **Special Meeting.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the Members of each class.

Section 3. **Notice of Meetings.** Written notice of each meeting of Members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Member entitled to vote thereat, addressed to the Members' addresses last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** The presence at the meeting of Members of each class entitled to cast votes, or of proxies entitled to cast votes, equal to twenty-five percent (25%) of each class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the Declaration)

or these By-Laws. If, however, such quorum shall not be present or represented at the meeting, the Members of each class entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. **Proxies.** At all meetings of Members of each class, each Member of each class may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his lot.

Section 6. **Vote Required.** At every meeting of the Members, the owner or owners of each lot, either in person or by proxy, shall have the right to cast the number of votes to which he is entitled as set forth in the Declaration. The vote of the majority of the votes cast by those present of each class, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation, or these By-Laws, a different vote is required, in which case such express provisions shall govern and control.

Section 7. **Order of Business.** The order of business at all annual or special meetings of the Members of each class shall be as follows:

- A. Roll Call
- B. Proof of Notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Election of officers or directors (if election to be held)
- G. Unfinished business
- H. New business
- I. Adjournment

#### ARTICLE IV.

#### BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE

Section 1. **Number.** The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) members. The first Board of Directors shall have three (3) members.

Section 2. **Term of Office.** Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

Section 3. **Removal.** Any director may be removed from the Board with or without cause, by a majority of each class of the Members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and he shall serve for the unexpired term of his predecessor.

Section 4. **Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in performance of his duties.

Section 5. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. **The First Board of Directors.** The first Board of Directors shall consist of three (3) persons who shall be appointed by the Developer and who, subject to the provisions set forth hereinabove with regard to resignation and death, shall be the sole voting members of the Board of Directors of the Corporation and shall hold office until:

A. Seven (7) years from the date the first sale of a lot in The Reserve at Meadow Oaks has been completed; or

B. The date on which an aggregate of eighty-five percent (85%) of the lots in The Reserve at Meadow Oaks, including any property annexed thereto as provided in the Declaration, are sold, whichever occurs first. At the time that either A or B occurs, the lot owners shall be entitled to elect the members of the Board of Directors of the Association.

Provided, however, that upon sale of not less than fifty-one percent (51%) of the lots in The Reserve at Meadow Oaks are sold, the lot owners shall be entitled to elect one (1) member of the Board of Directors of the Association. Provided, further, that in any event until such time as the Developer has sold all of the lots in The Reserve at Meadow Oaks, the Developer shall have the right, but not the obligation, to appoint one (1) member of the Board of Directors of the Association.

The first Board of Directors, as appointed by the Developer are: Jaime P. Girardi, Betty D. Valenti and Stephanie D. Dieters.

#### ARTICLE V. ELECTION OF DIRECTORS

Elections to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each such vacancy, as many votes as they are

entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI. MEETING OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

A. Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use of the Common Area by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such right to use of the Common Area may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the

compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors;

G. Delegate to and contract with a financial institution for collection of the assessments of the Association;

H. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the Directors may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the Members of the Board of Directors;

I. To cause the Common Area and those portions of lots and dwellings to be maintained in accordance with the Declaration;

J. To prepare and file the appropriate governmental tax returns and in compliance with Revenue Ruling 70-604, the corporation elects to apply excess assessments to help reduce future years assessments. Therefore, no tax is due on the excess payment.

**Section 2. Duties.** It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members of each class, or at any special meeting when such statement is requirement in writing by fifty-one percent (51%) of each class;

B. To supervise all officers, agents and employees of the Association and to see that their duties are property performed;

C. To fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget as provided in the Declaration described hereinabove;

D. To foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;

E. To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

F. To fix and determine the amount of special assessments for capital improvements as set forth in the Declaration, to send written notice of each special assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

## ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors; a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors which shall immediately follow the adjournment of each annual meeting of members.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

Section 5. **Standing Committees.** The Board shall appoint such standing committees as are required under the Declaration, the Articles, or these By-laws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

Section 6. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice

to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. **Vacancies.** A vacancy in any office may be filled by appointment by a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8. **Multiple Offices.** The offices of president and secretary may not be held by the same person.

Section 9. **Duties.** The duties of the officers are as follows:

A. **President:** The president shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. **Vice President:** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Directors.

D. **Treasurer:** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause a financial report of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX COMMITTEES

The Board of Directors may, at its discretion, create such committees as it sees fit from time to time.

**ARTICLE X  
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be purchased at a reasonable cost at such address.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration, except as therein provided, each member of each class is obligated to pay to the Association annual and special assessments and reserves which are secured by a continuing lien upon the property against which the assessment is made and are a personal obligation of the Member of each class.

**ARTICLE XII  
CORPORATE SEAL**

The Association shall have a seal in circular form, having within its circumference the words: The Reserve at Meadow Oaks Property Owner's Association, Inc., a Florida corporation, not-for-profit, 2005.

**ARTICLE XIII  
AMENDMENTS**

Section 1. **Requirements to Amend.** These By-Laws may be amended at a regular or special meeting of the members by a vote of fifty-one percent (51%) of each class of the Members present in person or by proxy except as otherwise provided in the Declaration.

Section 2. **Control of Conflict.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration, the Articles of Incorporation, and/or these By-Laws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

Section 1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

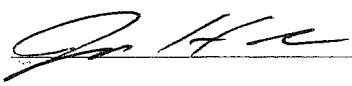



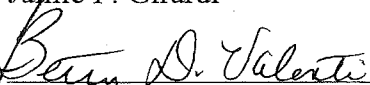
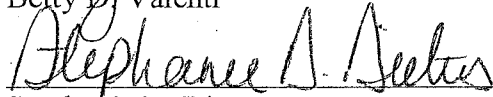
Section 2. **Indemnification.** The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

Section 3. **Insurance.** The Board of Directors may, but is not required to, elect to carry a policy of officers and directors liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

IN WITNESS WHEREOF, we, the directors of The Reserve at Meadow Oak Property Owner's Association, Inc., a Florida corporation, have hereunto set our hands this 8<sup>th</sup> day of MAY, 2006 for and on behalf of the Association.

WITNESSES:


  
\_\_\_\_\_

  
\_\_\_\_\_  
Jaime P. Girardi  
  
\_\_\_\_\_  
Betty D. Valenti  
  
\_\_\_\_\_  
Stephanie D. Dieters

CERTIFICATION

I, the undersigned, do hereby certify that I am duly elected and acting Secretary of The Reserve at Meadow Oaks Property Owner's Association, Inc., a Florida corporation, and that the foregoing By-Laws constitute the original By-Laws of the said Association, as duly adopted at the meeting of the Board of Directors thereof, held on this 8<sup>th</sup> day of MAY, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this 8<sup>th</sup> day of MAY, 2006.

  
\_\_\_\_\_  
Stephanie D. Dieters

4/2

NO. 146 P. 2  
2006022378  
Rept: 967783 Rec: 35.50  
DS: 0.70 IT: 0.00  
02/08/06 Dpty Clerk

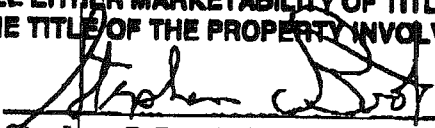
R

Prepared by and Return to:  
STEPHEN C. BOOTH, Esquire  
Booth & Cook, P.A.  
7510 Ridge Road  
Port Richey, Florida 34668

JED PITTMAN, PASCO COUNTY CLERK  
02/08/06 04:00pm 1 of 4  
OR BK 6833 PG 668

**QUIT CLAIM DEED**

I HEREBY CERTIFY THAT I PREPARED THIS INSTRUMENT FROM INFORMATION GIVEN TO ME BY THE PARTIES HEREIN. I DO NOT GUARANTEE EITHER MARKETABILITY OF TITLE OR ACCURACY OF DESCRIPTION AS I DID NOT EXAMINE THE TITLE OF THE PROPERTY INVOLVED.

  
Stephen C. Booth, Esquire

THIS QUIT CLAIM DEED made the 6 day of February, 2006 by Meadow Oaks Development, L.C., a Florida limited liability company, of 11324 Ridge Road, New Port Richey, FL 34654, hereinafter called the Grantor, to THE RESERVE AT MEADOW OAKS PROPERTY OWNER'S ASSOCIATION, INC., a Florida non profit corporation, whose address is 8801 River Crossing Blvd., New PortRichey, FL 34655, hereinafter called the Grantee:

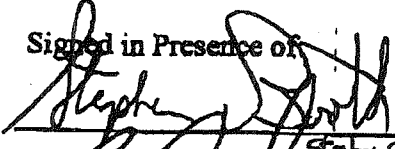
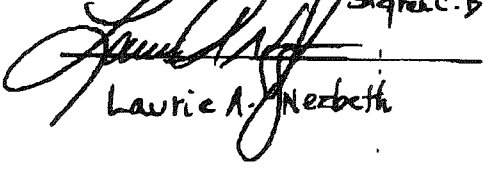
WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remise, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco County, Florida, viz:

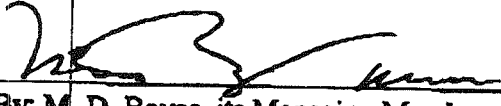
See Attached Exhibit "A"

OR BK 6988 PG 958  
50 of 63

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed in Presence of  
  
Stephen C. Booth  
  
Laurie A. Nerbeth

Meadow Oaks Development, L.C., a Florida limited liability company  
  
By: M. D. Boyce, its Managing Member

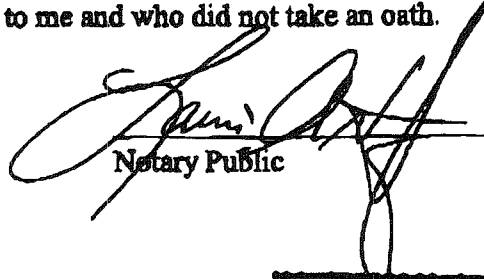
**EXHIBIT D**

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OR BK 6833 PG 669  
2 of 4

STATE OF FLORIDA  
COUNTY OF PASCO

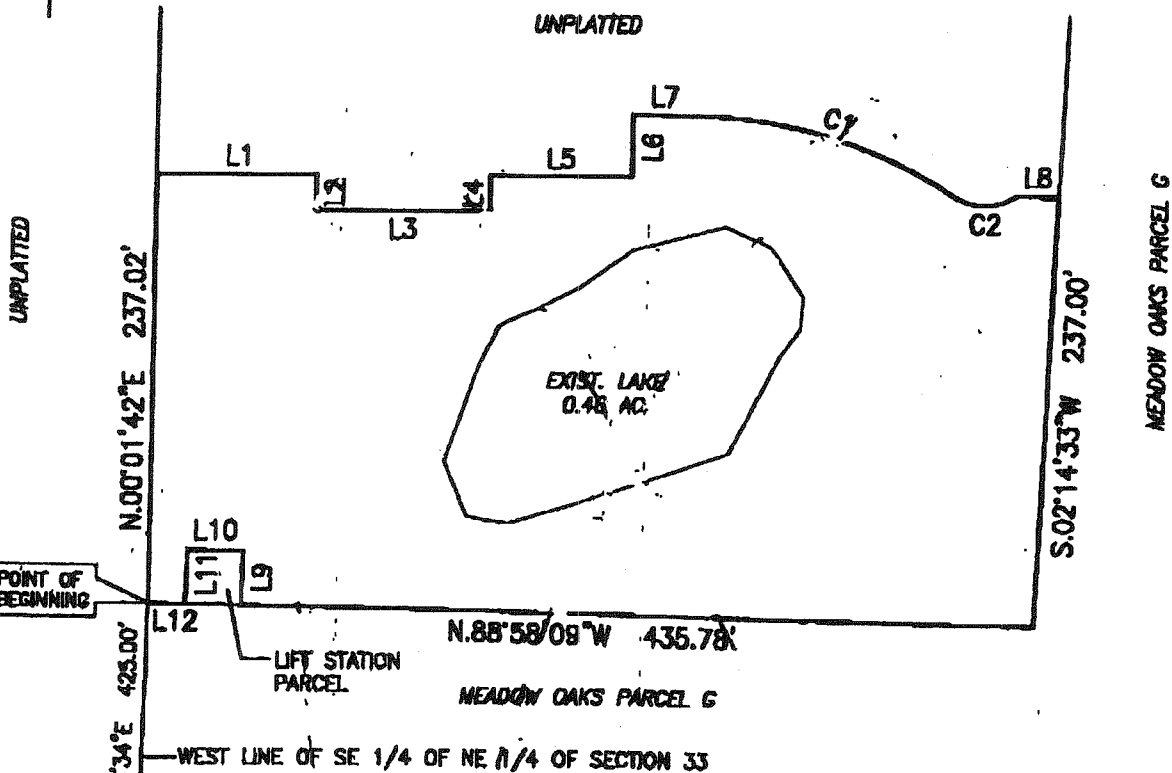
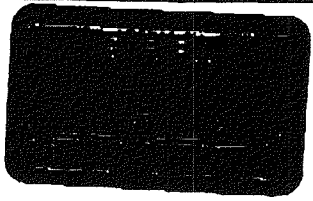
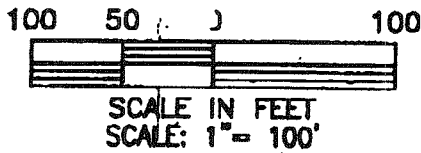
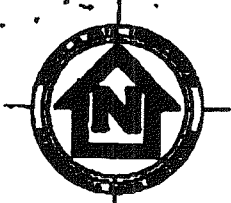
The foregoing instrument was acknowledged before me this 6 day of February, 2006 by M. D. Boyce as Managing Member of Meadow Oaks Development, L.C., a Florida limited liability company, who is personally known to me and who did not take an oath.

  
\_\_\_\_\_  
Notary Public



OR BK 6988 PG 959  
51 of 63

2/4



OR BK 6833 PG 670  
3 of 4

OR BK 6988 PG 960  
52 of 63

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	34°00'00"	255.00'	151.32'	149.11'	S.72°58'18"E
C2	70°32'43"	30.00'	36.94'	34.85'	N.88°45'21"E

**LINE TABLE**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S.89°58'18"E	87.00'	L7	S.89°58'18"E	35.00'
L2	S.00°01'42"W	20.00'	L8	S.87°45'27"E	22.65'
L3	S.89°58'18"E	96.00'	L9	N.01°01'51"E	30.00'
L4	N.00°01'42"E	20.00'	L10	N.88°58'09"W	30.00'
L5	S.89°58'18"E	77.00'	L11	S.01°01'51"W	30.00'
L6	N.00°01'42"E	35.00'	L12	N.88°58'09"W	20.00'

SW CORNER OF SE 1/4 OF NE 1/4 OF SEC. 33-24-17

SHEET 1 OF 2  
SEE SHEET 2 FOR DESCRIPTION

SKETCH ONLY - NOT A SURVEY

**CUMBEY & FAIR, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS



2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763  
(727) 797-8982 (CLW) (813) 223-4333 (TPA)

PROPOSED  
2.27 ACRE PARK SITE  
MEADOW OAKS

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST  
PASCO COUNTY, FLORIDA

SCALE: 1" = 100'	DATE: 10/14/05	DR/CHK: OJS/KCL	JOB NO.: 877B
------------------	----------------	-----------------	---------------

W/1140/DWG/SURVEY/1140-PARK-SND.DWG

3/4

**DESCRIPTION**

OR BK **6833** PG **671**

4 of 4

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA. BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE N.01°18'34"E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 425.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°01'42"E, A DISTANCE OF 237.02 FEET; THENCE S.89°58'18"E, A DISTANCE OF 87.00 FEET; THENCE S.00°01'42"W, A DISTANCE OF 20.00 FEET; THENCE S.89°58'18"E, A DISTANCE OF 96.00 FEET; THENCE N.00°01'42"E, A DISTANCE OF 20.00 FEET; THENCE S.89°58'18"E, A DISTANCE OF 77.00 FEET; THENCE N.00°01'42"E, A DISTANCE OF 35.00 FEET; THENCE S.89°58'18"E, A DISTANCE OF 35.00 FEET TO A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 255.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 151.32 FEET THROUGH A CENTRAL ANGLE OF 34°00'00" (CHORD BEARING S.72°58'18"E, 149.11 FEET) TO A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 36.84 FEET THROUGH A CENTRAL ANGLE OF 70°32'43" (CHORD BEARING N.88°45'21"E, 34.65 FEET); THENCE NON-TANGENT, S.87°45'27"E, A DISTANCE OF 22.65 FEET; THENCE S.02°14'33"W, A DISTANCE OF 237.00 FEET; THENCE N.88°58'09"W, A DISTANCE OF 435.78 FEET; THENCE N.01°01'51"E, A DISTANCE OF 30.00 FEET; THENCE N.88°58'09"W, A DISTANCE OF 30.00 FEET; THENCE S.01°01'51"W, A DISTANCE OF 30.00 FEET; THENCE N.88°58'09"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.73 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST. SAID LINE BEARS N.01°18'34"E.
2. LEGAL DESCRIPTION PREPARED BY CUMBEY & FAIR, INC., BASED ON INFORMATION PROVIDED BY CLIENT.
3. THE SKETCH SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ANY AND ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS ETC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61-G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR CUMBEY & FAIR, INC.

*Kathleen*  
 KATHLEEN GUNZNER, L.S. 5126  
 FLORIDA REGISTERED SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
SHEET 2 OF 2

SKETCH ONLY - NOT A SURVEY

**CUMBEY & FAIR, INC.**

CONSULTING ENGINEERS AND LAND SURVEYORS



2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763  
(727) 797-8982 (CLW) (813) 223-4333 (TPA)

PROPOSED  
2.27 ACRE PARK SITE  
MEADOW OAKS

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST  
PASCO COUNTY, FLORIDA

SCALE: 1" = 100'	DATE: 10/14/05	DR/CHK: GJS/KCL	JOB NO. 8778
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OR BK **6988** PG **961**  
53 of 63

4/4

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698

OR BK 6988 PG 962  
54 of 63

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**NON-EXCLUSIVE RECREATION AREA EASEMENT AND USE AGREEMENT AND  
(DECLARATION OF SERVITUDE)**

This Non-exclusive Easement and Use Agreement made and entered into this 8th day of May, 2006 by and between HFDF HOLDING CO., LTD., a Florida limited partnership, (hereinafter referred to as Owner), The Reserve at Meadow Oaks Property Owner's Association, Inc., a Florida nonprofit corporation (hereinafter referred to as The Reserve at Meadow Oaks) and Meadow Oaks Development, LC, a Florida Limited Liability Company (hereinafter referred to as Meadow).

WHEREAS Owner is the owner of that certain real property legally described on Exhibit A attached hereto and by reference made a part hereof, which property has been or will be improved and used as a recreation area for The Reserve at Meadow Oaks, and Meadow, its successors and assigns for the private use and benefit of the owners of Lots within The Reserve at Meadow Oaks and the property owned by Meadow its successors and assigns, described on Exhibit B attached hereto and by reference made a part hereof (which property is collectively referred to as the "Project"). Nothing herein shall obligate Owner to develop all or part of the Project, or any phase thereof and its inclusion herein is solely for the purposes of identifying the property where Lots will be developed whose owners will have the right to use the property described in Exhibit A hereto as a recreation area pursuant to the terms hereof.

WHEREAS The Reserve at Meadow Oaks is the legal entity responsible for the operation of the common areas of **The Reserve at Meadow Oaks** and is making and entering into this Non-exclusive Easement and Use Agreement pursuant to its Governing Documents for the purpose of providing a non-exclusive possessory and use interest in the property of the Owner described in Exhibit A attached hereto for the use, enjoyment, recreation and benefit of its members ; and

WHEREAS Meadow, is the owner of a certain parcel of property attached hereto as Exhibit "B" (hereinafter referred to as the "20 Acre Parcel") and is making and entering into this Non-exclusive Easement and Use Agreement for the purpose for the purpose of providing a non-

**EXHIBIT E**

exclusive possessory and use interest in the property of the Owner described in Exhibit A attached hereto for the future use, enjoyment, recreation and benefit of Meadow, its successors and assigns.

NOW, THEREFORE for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. Owner, upon the terms and conditions stated herein, does hereby give and grant on to The Reserve at Meadow Oaks and Meadow, it's successors and assigns, their successors, assigns, members and their guests and invitees, a non-exclusive easement perpetual and right of the use in and to the Recreation Area described on Exhibit A attached hereto and incorporated herein by reference, and as the same may be modified by Owner by addition of future phases, if any. For purposes of this instrument, all of the property to be operated hereunder shall hereinafter be referred to as the "Recreation Area."
3. This easement and right of use is subject to all the terms, covenants and conditions herein and is a permanent and perpetual assignment of right of use. This easement shall be a covenant running with the land.
4. The Reserve at Meadow Oaks and Meadow, it's successors and assigns covenant and agree to pay a proportionate share of the cost of operation of the property to be shared and utilized hereunder as follows: By way of illustration and not of limitation, if at any time there are 15 assessment paying lots in The Reserve at Meadow Oaks that are owned by persons other than Owner, and there are 20 assessment paying lots on the property owned by Meadow, it's successors and assigns, then The Reserve at Meadow Oaks shall pay 3/7 of the cost of operating the Recreation Area and Meadow, it's successors and assigns shall pay 4/7 of the cost of operating the Recreation Area. This obligation to pay maintenance and other charges is the consideration for the easement granted hereunder, and shall include all costs, charges and expenses of the ownership, operation and maintenance of the Recreation Area, including, but not limited to, taxes, insurance, ground care, and all costs of all maintenance and other repair and replacement required to maintain said Recreation Area as originally improved in a first-class state of repair. The expenses set forth herein shall be borne by The Reserve at Meadow Oaks and Meadow, it's successors and assigns pursuant to the formula contained hereinabove. Owner shall not be obligated to pay any of the costs of maintenance or repair of the Recreation Area.
5. Owner shall, at its cost and expense, improve the Recreation Area with such improvements as it shall determine to be necessary and appropriate, in its sole discretion. Owner has no obligation to make any additional improvements thereto.

6. The use and operation of the Recreation Area shall be governed by a committee, which shall consist of four persons. Two persons shall be appointed by the Board of Directors of The Reserve at Meadow Oaks and two persons shall be appointed by Meadow, its successors and assigns. In order to adopt budgets, make or amend rules or otherwise make decisions concerning the use of the Recreation Area, at least three of the four committee members must agree. In the event that the members cannot agree, they shall be required to flip a coin, and the two members of the committee correctly calling the coin toss shall make the decision.

7. Miscellaneous provisions:

A. The rights contained herein shall not be assignable.

B. The parties hereto agree that Owner would not have improved the Recreation Area except for this easement and right of the use having been made and entered into by The Reserve at Meadow Oaks and Meadow, its successors and assigns for the payment of the costs as defined herein for the full term hereof. Accordingly, The Reserve at Meadow Oaks and Meadow, its successors and assigns may not cancel this Non-exclusive Easement and Use Agreement and shall pay the costs described hereinabove, whether or not their members use the Recreation Area.

C. All parties hereto shall have all rights provided by law for the enforcement of this Agreement, and in the event enforcement of any of the provisions hereof is required, the prevailing party shall recover its court costs and attorney fees from the non prevailing party.

8. Notwithstanding anything contained herein to the contrary, the terms, covenants and conditions of this Non-exclusive Easement and Use Agreement are independent. In no event shall the right of use of any of the parties hereto be terminated or interrupted. Further, in no event shall any of the parties hereto be relieved of their obligations pursuant to this Non-exclusive Easement and Use Agreement, including, but not limited to, their obligations to pay maintenance expenses and abide by reasonable rules and regulations.

9. Owner hereby retains an easement and right of use in the subject Recreation Area and roads until such time as it sells all property in the Project.

10. The parties hereto agree that their members, or any other person or entity whatsoever shall not, in any way, restrict, interfere with or disturb the right of use of the Recreation Area by their members.

11. This Agreement constitutes the entire Agreement between the parties, as the same shall be binding on the heirs, successors, and legal representatives of the parties hereto.

12. In the event that Meadow sells the 20 acre parcel to any entity that will not develop the 20 acre parcel to the reasonable satisfaction of Owner, Owner may cancel this Agreement and all use rights of Meadow shall be terminated, as shall any payment of costs hereunder by Meadow.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at New Port Richey, in said County and State, this 8<sup>th</sup> day of May, 2005. 6



Signed, sealed and delivered  
in the presence of:

The Reserve at Meadow Oaks Property Owner's  
Association, Inc, a Florida not for profit corporation  
By: Jaime P. Girardi

Jaime P. Girardi  
Its: President

Martha M. Grumberg  
Signature of Witness #1

MARTHA M. GRIMBERG  
Typed/Printed Name of Witness #1

May West  
Signature of Witness #2

MAY WEST  
Typed/Printed Name of Witness #2

STATE OF FLORIDA  
COUNTY OF PASCO

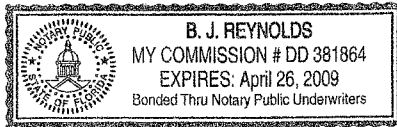
The foregoing instrument was acknowledged before me this 8 day of May, 2006,  
by Jaime Girardi, as President, of The Reserve at Meadow Oaks Property Owner's Association,  
Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to  
me or has produced \_\_\_\_\_ (type of  
identification) as identification.

Notary Public, State of Florida

Printed name: B. J. Reynolds

(NOTARY SEAL)

My Commission Expires:



*Jaime P. Gizardi*  
Witness signature

JAIME P. GIZARDI  
Print name of witness

*Martha M. Grimberg*  
Witness signature

MARTHA M. GRIMBERG  
Print name of witness

MEADOW OAKS DEVELOPMENT, LC  
A Florida Limited Liability Company

*Michael Boyce*  
By: Michael Boyce, Managing Member

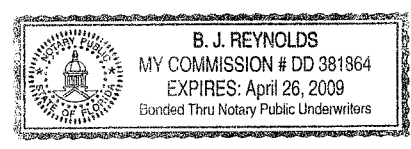
STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8 day of May, 2006, by MICHAEL BOYCE, , as Managing Member of MEADOW OAKS DEVELOPMENT, LC, a Florida Limited Liability Company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public - State of Public

*B. J. Reynolds*  
Notary Print Name

My Commission Expires:



Executed and declared in the presence of:

HFDF HOLDING CO., LTD., a Florida limited partnership  
By: JHDF, INC., a Florida corporation, its general partner

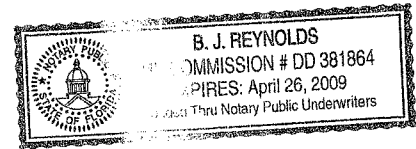
*Jaime P. Gerardi*  
Print Name: JAIME P. GERARDI

*Martha M. Grubberg*      *John E. Hudson*  
Print Name: MARTHA M. GRUBBERG      By: John E. Hudson, Vice President

STATE OF FLORIDA  
COUNTY OF Pasco

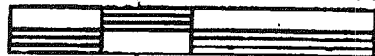
I HEREBY CERTIFY that on this 8 day of May, 2006, an office duly qualified to take acknowledgements, personally appeared John E. Hudson, Vice President of JHDF, INC., a Florida corporation as general partner for HFDF HOLDING CO., LTD., a Florida limited partnership who is personally known to me and who did not take an oath.

*B. J. Reynolds*  
Notary Public

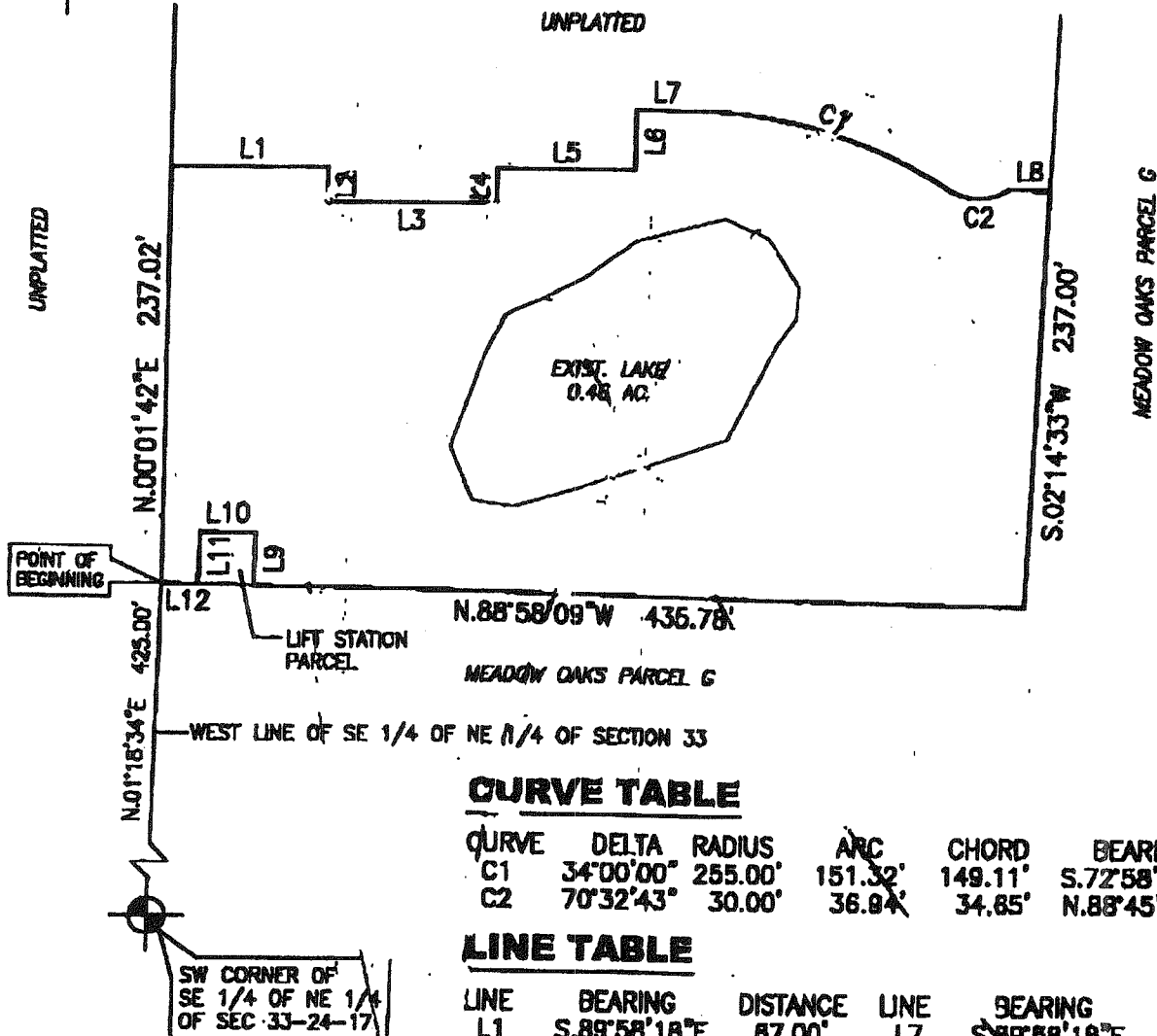
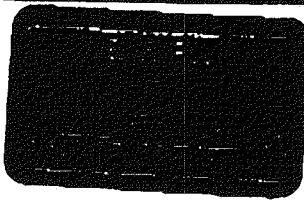




100 50 100



SCALE IN FEET  
SCALE: 1" = 100'



OR BK 6833 PG 670  
3 of 4

OR BK 6988 PG 968  
60 of 63

**CURVE TABLE**

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING
C1	34°00'00"	255.00'	151.32'	149.11'	S.72°58'18"E
C2	70°32'43"	30.00'	36.94'	34.65'	N.88°45'21"E

**LINE TABLE**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S.89°58'18"E	87.00'	L7	S.89°58'18"E	35.00'
L2	S.00°01'42"W	20.00'	L8	S.87°45'27"E	22.65'
L3	S.89°58'18"E	96.00'	L9	N.01°01'51"E	30.00'
L4	N.00°01'42"E	20.00'	L10	N.88°58'09"W	30.00'
L5	S.89°58'18"E	77.00'	L11	S.01°01'51"W	30.00'
L6	N.00°01'42"E	35.00'	L12	N.88°58'09"W	20.00'

**EXHIBIT A**  
**1 OF 2**

SHEET 1 OF 2  
SEE SHEET 2 FOR DESCRIPTION

SKETCH ONLY - NOT A SURVEY

**CUMBEY & FAIR, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS



2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763  
(727) 797-8982 (CLW) (813) 223-4333 (TPA)

PROPOSED  
2.27 ACRE PARK SITE  
MEADOW OAKS

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST  
PASCO COUNTY, FLORIDA

SCALE: 1" = 100'	DATE: 10/14/05	DR/CHK: OJS/KCL	JOB NO. 877B
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**DESCRIPTION**

OR BK **6833** PG **671**  
4 of 4

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE N.01°18'34"E ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 425.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°01'42"E, A DISTANCE OF 237.02 FEET; THENCE S.89°58'18"E, A DISTANCE OF 87.00 FEET; THENCE S.00°01'42"W, A DISTANCE OF 20.00 FEET; THENCE S.89°58'18"E, A DISTANCE OF 96.00 FEET; THENCE N.00°01'42"E, A DISTANCE OF 20.00 FEET; THENCE S.89°58'18"E, A DISTANCE OF 77.00 FEET; THENCE N.00°01'42"E, A DISTANCE OF 35.00 FEET; THENCE S.89°58'18"E, A DISTANCE OF 35.00 FEET TO A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 255.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 151.32 FEET THROUGH A CENTRAL ANGLE OF 34°00'00" (CHORD BEARING S.72°58'18"E, 149.11 FEET) TO A REVERSE CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 36.94 FEET THROUGH A CENTRAL ANGLE OF 70°32'43" (CHORD BEARING N.88°45'21"E, 34.65 FEET); THENCE NON-TANGENT, S.87°45'27"E, A DISTANCE OF 22.65 FEET; THENCE S.02°14'33"W, A DISTANCE OF 237.00 FEET; THENCE N.88°58'09"W, A DISTANCE OF 435.78 FEET; THENCE N.01°01'51"E, A DISTANCE OF 30.00 FEET; THENCE N.88°58'09"W, A DISTANCE OF 30.00 FEET; THENCE S.01°01'51"W, A DISTANCE OF 30.00 FEET; THENCE N.88°58'09"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.73 ACRES, MORE OR LESS.


**NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST. SAID LINE BEARS N.01°18'34"E.
2. LEGAL DESCRIPTION PREPARED BY CUMBNEY & FAIR, INC., BASED ON INFORMATION PROVIDED BY CLIENT.
3. THE SKETCH SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ANY AND ALL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS ETC. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61-G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FOR CUMBNEY & FAIR, INC. 2/25/08



KATHLEEN GLANZNER, L.S. 5128  
FLORIDA REGISTERED SURVEYOR

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH ONLY - NOT A SURVEY

SHEET 2 OF 2 **2 of 2**

**CUMBNEY & FAIR, INC.**



CONSULTING ENGINEERS AND LAND SURVEYORS

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33763  
(727) 797-8982 (CLW) (813) 223-4333 (TPA)

PROPOSED  
2.27 ACRE PARK SITE  
MEADOW OAKS

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST  
PASCO COUNTY, FLORIDA

SCALE: 1" = 100' DATE: 10/14/05 DR/CHK: GJS/KCL JOB NO. 8778

OR BK **6988** PG **969**  
61 of 63

SECTION 33 TOWNSHIP 24 S RANGE 17 E  
PASCO COUNTY, FLORIDA

WARRANTY DEED O.R. 5698, PAGE 1033  
DESCRIPTION

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33 TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 33, N.00°52'41"E., A DISTANCE OF 828.00 FEET FOR A POINT OF BEGINNING; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF THE PARCEL AS DESCRIBED IN O.R. BOOK 1487, PAGE 1382, THE FOLLOWING THREE COURSES AND DISTANCES; N.89°57'39"W., 839.83 FEET; S.01°15'03"W., 403.01 FEET; N.89°57'39"W., 485.78 FEET TO THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE ALONG THE WEST BOUNDARY LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, N.00°23'25"E., A DISTANCE OF 925.86 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION 33; THENCE ALONG THE NORTH BOUNDARY LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, S.89°58'35"E., A DISTANCE OF 1338.12 FEET; TO THE EAST BOUNDARY LINE OF SAID SECTION 33; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SECTION 33, S.00°52'41"W., A DISTANCE OF 523.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.54 ACRES MORE OR LESS.

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA. SAID LINE BEARS N 00°52'41"E. PER DEED.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA REGISTERED SURVEYOR AND MAPPER.

CERTIFICATION

THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN CHAPTER 61-G17-8 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

FOR CUMBEY & FAIR, INC. LB 2168

KATHLEEN C. LANZNER LS 5120  
FLORIDA REGISTERED SURVEYOR

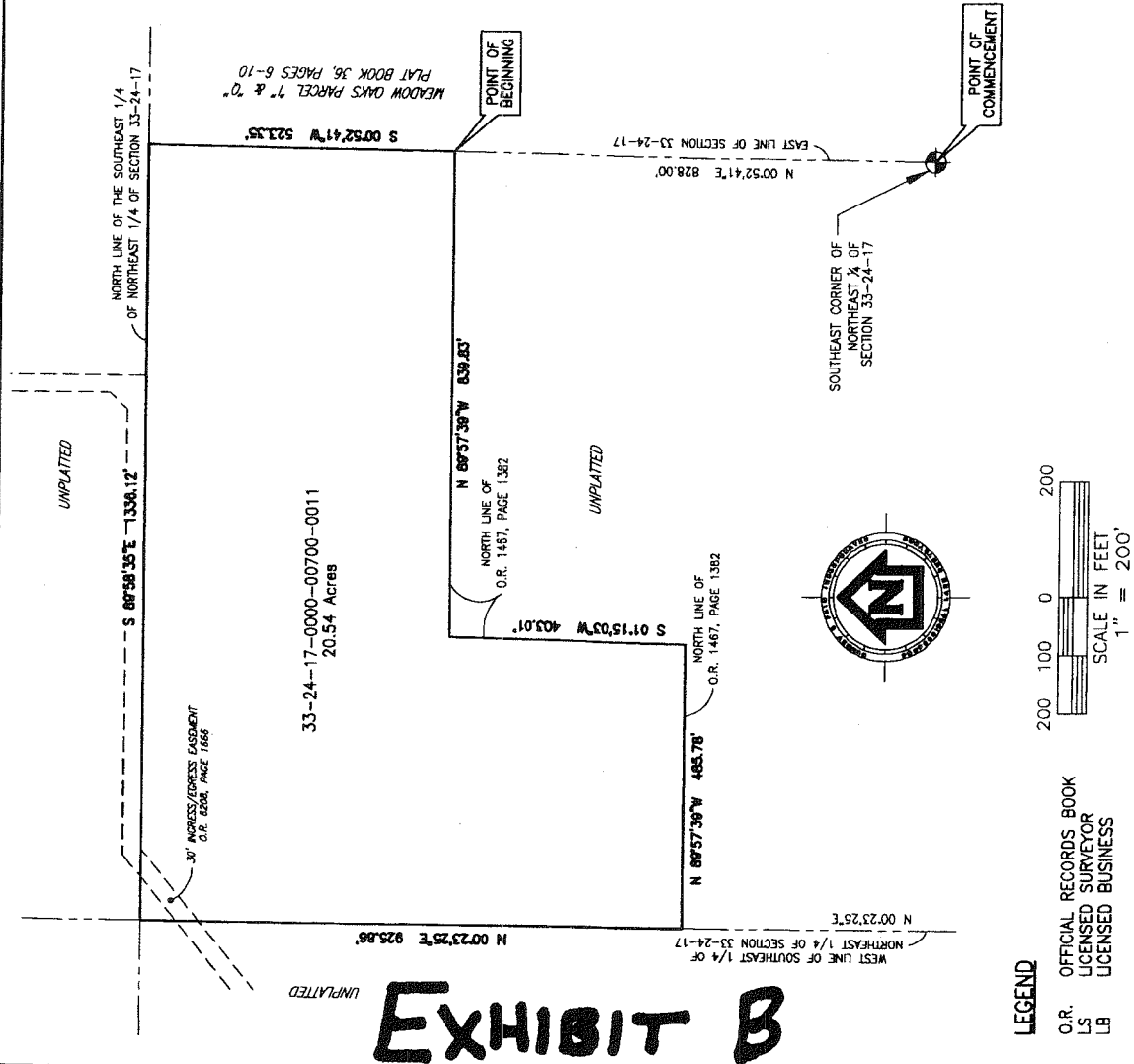
PREPARED BY:



CUMBEY & FAIR, INC.

2483 ENTERPRISE ROAD  
CLEANWATER, FLORIDA 33763  
(727) 797-8982

J.N. 8358 SHEET 1 OF 1

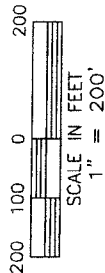


SKETCH ONLY - NOT A SURVEY

EXHIBIT B

LEGEND

- O.R. OFFICIAL RECORDS BOOK
- LS LICENSED SURVEYOR
- LB LICENSED BUSINESS



## Exhibit "F"

### Description

That portion of Section 33, Township 24 South, Range 17 East, Public Records of Pasco County, Florida described as follows:

The East  $\frac{1}{2}$  (E  $\frac{1}{2}$ ) of the Southwest  $\frac{1}{4}$  (SW  $\frac{1}{4}$ ) of the Northeast  $\frac{1}{4}$  (NE  $\frac{1}{4}$ ) of Section 33, Township 24 South, Range 17 East, Pasco County, Florida; LESS AND EXCEPT the South 100 feet of the East  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 33, Township 24 South, Range 17 East, Pasco County, Florida.