

PREPARED BY AND RETURN TO:

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**CERTIFICATE OF AMENDED AND RESTATED DECLARATION
OF TIMBER OAKS COMMUNITY SERVICES ASSOCIATION, INC.**

This is to certify that at a duly called meeting of the members of TIMBER OAKS COMMUNITY SERVICES ASSOCIATION, INC. (the "Association") held on April 1, 2019, at which a quorum of the voting interests were present, in accordance with the Bylaws of said Association the following Amended and Restated Declaration for the Association, and was approved by a 67% of the sum of the voting interest who participated in the voting in person or by proxy of the members present, as provided by the Article VII of the Declaration.

WHEREAS, the Declaration of the Association, was originally recorded in Official Records Book 708, Page 0500, of the Public Records of Pasco County, Florida, and as it exists as originally recorded and subsequently amended.

IN WITNESS WHEREOF, Timber Oaks Community Services Association, Inc. has caused this instrument to be signed by its duly authorized officer on this 18 day of April, 2019.

TIMBER OAKS COMMUNITY
SERVICES ASSOCIATION, INC.

Albert Bruning
Signature of Witness #1

Albert Bruning
Printed Name of Witness #1

Darlene Losinno
Signature of Witness #2

Darlene Losinno
Printed Name of Witness #2

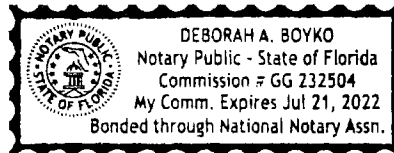
By: W. J. Healy, Jr.
Name:
President

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 18 day of April, 2019, by William Heidenreich as President of Timber Oaks Community Services Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Deborah A. Boyko
Signature of Notary Public – State of Florida

My Commission Expires:



**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE AND
AFFIRMATIVE COVENANTS FOR TIMBER OAKS COMMUNITY SERVICES
ASSOCIATION, INC.**

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WHEREAS, the Timber Oaks Community Services Association, Inc. (the "Associations"), has prepared these proposed amendments to the Declaration, and all property subject to the Declaration shall be governed, held, owned, occupied and transferred subject to the following Amended and Restated Covenants (the "Covenants"), which shall run with the land regardless of whether they are specifically referred to in any deeds or other instruments of conveyance subsequently executed.

WHEREAS, this Amended and Restated Declaration replaces the original Declaration recorded on September 6, 1973, recorded in Pasco County, OR BK 708 PG 0500, and any amendments recorded thereafter.

ARTICLE I - RESTRICTIVE COVENANTS

SECTION 1. DEFINITIONS

- a. Association: refers to the Timber Oaks Community Services Association, Inc., a Florida corporation not for profit, or its successor.
- b. Board: refers to the Board of Directors of the Association.
- c. Common Grounds: refers to all of the Common Properties except for the Senior Community Center and the Recreational Vehicle Storage Area, both of which are specifically excluded.
- d. Development: the real property described on the attached Exhibit K.
- e. Driftwood Member: means an Owner of a Lot in Driftwood Village community.
- f. Driftwood Village: refers to the property described on the attached Exhibit E.
- g. Improvement: refers to any additions the real property of a Lot, regardless of whether the Improvement increases the value of the real property. The term includes, but is not limited to, dwelling units, paved surfaces, fences, landscaping, pools, and any type of structure placed on the real property. All improvements shall be subject to Architectural Review and Regulation by the Association. It is intended that all the power accorded the Association to control the construction, installation and modification of any improvement as defined herein is to be the maximum extent permitted under F.S. 720.3035 as it may be amended from time to time.
- h. Family Member: shall mean a Member whose Lot is not subject to age restrictions in any declarations of covenants, deed restriction or recorded governing document. The family communities are located in the villages of San Clemente and Driftwood.
- i. Lot: refers to parcels of real property platted or used for single-family homes, and also Condominium Units as defined below, and includes both the platted property and any

- property contiguous to the platted property and lying between the boundary of the platted property and any adjacent paved road surface.
- j. Senior Option Member: those Members as defined in Article 6 of the Articles of the Association, and are also members of the San Clemente and Driftwood communities who must elect to participate in the Senior amenities and pay a fee for a minimum of 12-months for use of the Senior Community Center. These members do not have any voting rights as to the Senior Center, and those issues that are to be only voted on by Senior Members.
 - k. Owner: refers to the owner, or owners collectively, of a Lot. In the case of Condominiums, the term refers to the owner(s) of individual Condominium Units, unless it is specified to refer to the Condominium Association.
 - l. Senior Community: see Article VI, Section 1.
 - m. Senior Community Center: refers to the Club House and surrounding properties, and related facilities such as, but not limited to, the Swimming Pool, the Sun Deck, the Jacuzzi, the Changing Rooms, the Boat Dock and Boats, the Shuffle Board Courts, the Tennis Courts and the Parking Lots. This property is described on the attached exhibit J.
 - n. Senior Member: means a Member of the Timber Oaks Community Services Association, Inc., whose Lot is subject to age restrictions set forth in recorded governing documents.
 - o. Unit: refers to an individual condominium parcel including the Owner's share in the common elements.

SECTION 2. LOTS TO BE SINGLE FAMILY RESIDENTIAL.

No Lot shall be used for other than residential purposes and shall be limited to single family use and occupancy. For purposes of this Section, the term "single family" shall mean and be defined as follows:

- a. One or more persons related by blood, marriage or legal adoption, and living and cooking together as a single housekeeping unit, or
- b. Not more than two unrelated persons living and cooking together as a single housekeeping unit.

In order to avoid undue hardship, the Board shall have the authority to approve occupancy by additional persons, where a need can be proven, to perform medical, household or personal duties to the single family residing in that dwelling, or for other hardship as determined by the Board.

Section 3. Recreational Vehicles, Trailers, Outbuildings

- a) No trailer, mobile home, tent, shack, detached garage, barn or other outbuilding, whether temporary or permanent, shall be erected on a Lot, except for those erected or maintained by the Association in connection with maintenance or operation of Common Properties.
- b) The Board of Directors shall have authority to grant any Owner permission to lease space in any part of the Common area designated for the purpose of storing Recreational Vehicles, boats, and/or trailers or other approved vehicles not permitted to be parked in other locations of the Common Areas. Any Owners approved by the Board to lease space in the Common Areas of the Association must execute a lease agreement and pay an annual fee established by the Board of Directors. Space is limited and if a waiting list exists, the Board will establish rules relating to renewals of leases, and the available spaces will be allocated based on the waiting list and the procedures governing such list. The Board of Directors has the sole discretion in approving owners to lease space to store boats and trailers and Recreational Vehicles. The lease agreement shall be automatically terminated upon one of the following events: (i) sale of a Lot, (ii) Owner is past due on assessments over 90-days, (iii) the Owner no longer owns a qualified vehicle (iv) Owner is in violation of, or breaches, the terms and conditions of the lease agreement with the Association in a manner that justifies termination.

Section 4. Signs.

Unless otherwise permitted herein, no sign or poster shall be displayed or placed upon any Lot, Parcel or Dwelling, including road rights-of-way, other than commonly sold and distributed address/Member designations.

- (a) The following restrictions apply to all For Sale and For Rent signs.
 1. Only one sign shall be allowed per Lot or Parcel except in the case of double frontage (e.g. corner, golf course, or tennis court) when two (2) signs MAY be allowed, at the discretion of the Board, if not placed on the same frontage.
 2. Signs must be at least six (6) feet back from the curb measuring from the curb edge to the front edge of the sign. Signs shall not violate the clear site triangle of a roadway intersection.
 3. The top of any sign shall not exceed six (6) feet above the ground, and shall not exceed in total size on any face surface, six (6) square feet. Signs shall not exceed approximately 36" X 24" and shall not have more than two (2) display face surfaces.
 4. All signs must be of durable materials and maintained in a satisfactory condition. They shall be removed no later than ten (10) days after circumstances leading to their placement no longer apply. Examples are: contract closing or signing of rental agreement.

5. "For Sale" or "For Rent" signs shall be permitted and shall refer only to the Lot, Parcel or Dwelling on which displayed and shall include, in letters not less than two (2) inches in height, the words "Deeds Restrictions Apply."

(b) Signs other than "For Sale" or "For Rent" require approval from the Board before being erected.

(c) Commercial or political banners or bunting may not be displayed. The USA Flag is excluded.

(d) Signs not meeting the provisions of this Section may be removed by a representative authorized by the Board following written demand made to the Lot Owner and the Lot Owner's failure to comply within the time stated in the demand. Signs so removed, will be retained by the Association until claimed by the Owner, but for no longer than thirty (30) days, after which time the Association may dispose of the signs as it sees fit.

Section 5. Rubbish and Outside Storage.

No Owner may accumulate on such Owner's Lot litter, refuse or garbage, except in closed, sanitary receptacles for such purposes. Every receptacle for rubbish or garbage shall be placed and kept so as not to be an eye sore or nuisance. Other items not part of the building and/or landscape shall not be stored or kept outside on any Lot if they are visible from any Road, Neighboring Lot, or Common Area within the Development.

Section 6. Pets.

- a) Unless prior written approval is granted by the Board, no animals shall be kept or maintained on any Lot except the usual household pets, which shall be kept reasonably confined so as not to become a Nuisance.
- b) Pets must be kept on a leash by their owners when not confined to the Owner's property and the person holding the leash must be physically capable of controlling the pet on the leash. All Owners having pets shall be responsible for picking up their animal's waste. All pets must be walked on the sidewalk or streets of the community, and owners of pets may not walk their pet on any Members lot. Only Domestic Pets shall be allowed in the community, and exotic animals are strictly prohibited. Domestic animals are defined as any domesticated animal-e.g. dog, cat, bird, or fish kept in an aquarium. Usual household pets are defined as any domesticated animal-e.g. dog, cat, bird, aquatic fish kept in an aquarium. Whether an animal meets the definition of a "usual household pet" under this section shall be decided in the sole discretion of the Board. Notwithstanding the foregoing, no more than two usual household pets are allowed per Lot. A maximum of two dogs, or two cats, or one dog and one cat, are allowed to be kept by any Owners or occupants of a Lot. Any dogs kept on the properties subject to this Declaration, including those of Members, residents and guests, shall be non-aggressive. A dog that bites any person or other animal in the community, shall be subject to removal of the pet from the community at the Owners expense, following notice and the opportunity for a hearing before the Board of Directors. Any Dangerous dogs as defined by Florida Statute Chapter 767.11 shall

require a muzzle when not in the property owner's home. Animals may not be kept, bred, or maintained for any commercial purpose. Any violations of this section shall be subject to fines under Section 11 of this Declaration.

Section 7. Oil Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot, or area under the control of the Association, nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to any part of the Development, or an unreasonable disturbance to the peaceful enjoyment of the Property by other members in the Community.

Section 9. Vehicles.

- a. Inoperative or unlicensed motor vehicles shall not be stored outside of a garage, on a driveway, Lot or Parcel. The person in charge of, or in control of, the premises, whether as Owner, lessee, Tenant, occupant or other shall not allow any partially dismantled, junked, wrecked or otherwise inoperative motor vehicle to remain on the premises, unless stored within an enclosed garage.
- b. Parking on paved areas within the Development: In addition to the foregoing covenants, no vehicle shall be parked within the Development except on an approved paved parking surface, driveway or within a garage.

NOTE: Any changes in paved parking areas must be approved in advance under Section 12 below.

- c. No commercial vehicle or similar type vehicle (including without limitation those which are owned by a governmental, religious, charitable or other type of organization), except those owned by an entity other than the Owner or occupant of a Lot (an Owner's guest or invitee) and which are temporarily present on business, shall be parked on any Lot or Parcel, except within an enclosed garage. The term "commercial vehicle" includes, but is not limited to: pickup truck or panel truck, car or van (of any size) with commercial advertising appearing thereon or having exposed ladders, racks, mechanical equipment, pipes, debris, signs, displays, inventory, or apparatus or which otherwise indicate a commercial business use such as those which carry tools, equipment, storage boxes, racks, inventory, cargo, or other material used in commerce; which are equipped with camper tops or other such materials thereon, which have more than four wheels are prohibited from parking overnight outside an enclosed garage. The Board may, upon written application, grant exceptions to this restriction for vehicles used for charitable or emergency services, or for other reasons at the discretion of the Board, so long as such discretion is exercised in a manner

consistent with the general intent of these Covenants. Notwithstanding the foregoing, pickup trucks used primarily to carry passengers, and which do not qualify as commercial vehicles based on having signage or exterior signs of commercial use as described above, are allowed to be kept in the community and parked overnight outside an enclosed garage. Vans designed to carry cargo and not passengers, including vans which do not have rear seats and windows similar to those which are found in vans designed for transporting passengers, will be considered to be commercial vehicles, regardless of whether such vans are primarily used for commercial purposes.

- d. No boat, boat trailer, utility trailer, tent, recreational vehicle or other habitable vehicle shall be parked, erected or stored on any Street, Lot or Parcel, unless it is concealed from public view within an enclosed garage or stored within the Recreational Vehicle Storage Area as may be provided by the Association.

Section 10. Clothes Lines.

Outdoor clothes lines or similar facilities will not be permitted, except within areas not visible from any public roadway, concealed by natural location, or screened by shrubbery. Permitted clothes lines shall be umbrella type, and shall be removed or put in a down position from sunset to sunrise. The location and design of such facilities shall be subject to the prior written approval of the Board.

Section 11. Architectural Control.

- a. All improvements constructed or placed on any Lot must first be approved by the Board (including sheds, but not limited to, the erection or installation of satellite dishes or other types of antennae for the purpose of reception of electronic broadcasts, if such items are above ground and are to be visible from any point outside the residential property concerned). Approval, if granted, shall be only after written application has been made to the Board in the manner prescribed by the Board. The application shall be accompanied by plans and specifications, and shall show the location of the improvements proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Board may require. The Board may adopt architectural guidelines and standards governing the appearance, size, material, location, or type of any structure placed on any lot, and may amend them from time to time in its discretion. Nothing herein shall be deemed to allow the Board to impose limitations on the installation of satellite dishes or other type of antennae for the purpose of reception of electronic broadcasts if such limitation would be contrary to any Federal Communication Regulations.
- b. The Board may disapprove any application:
 - 1. If such application does not comply with these Covenants;
 - 2. Because of the reasonable dissatisfaction of the Board with grading plans, location of the proposed Improvements on a Lot, finished ground elevation, architecture,

- shape, height, style or color of the proposed Improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon (if applicable); or
3. If, in the judgment (reasonably exercised) of a majority of the Board, the proposed Improvement will be inharmonious with the Development, or with the Improvements erected on a majority of other Lots.
 - c. The Board shall adopt written Rules and Regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications, provisions for notice of approval or disapproval, and provide for a reasonable time period for approval by reason of failure to disapprove.
 - d. The Board may, in its sole discretion, grant reasonable variances or adjustments from the provisions in these Covenants where literal application thereof results in unnecessary substantial hardship or to avoid absurd results, provided the granting thereof will not be materially detrimental or injurious to Owners of other Lots.
 - e. At any time, whether before, during, or after construction or alteration of an Improvement, the Board may require a certification, upon such form as it shall furnish, from the contractor, Owner or a licensed surveyor that such Improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record, and that it has been constructed in accordance with the approved plans. If any such violation, encroachment or deviation from the approved plans occurs, then the Board may revoke its approval and require removal or alteration of the Improvement by the Owner to correct the violation, encroachment or deviation.
 - f. The Board may institute and require a reasonable filing fee to accompany the submission of plans and specifications.
 - g. Notwithstanding the approval by the Board of plans and specifications or its inspection of the work in progress, neither it, the Association, nor any person acting in behalf of any of them shall be responsible in any way for defects in any plans or specifications or other material submitted to the Board, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto.

Section 12. Procedure for Requesting Architectural Approval by the Board.

Any modifications to the exterior or porches and similar portions of a Lot visible from outside the structure shall be subject to Board approval. All site work, landscaping, structures, improvements, and other items (including sports, play, and maintenance equipment, outdoor furniture and storage, and decorative items) placed or stored on any property in Timber Oaks are subject to the Architectural & Aesthetic Guidelines as amended by time to time by the Board of Directors, and the approval procedures set forth in this Section, except as this Declaration or the Architectural & Aesthetic Guidelines may otherwise specify.

- a. Approval under this Section shall be in addition to, not in lieu of, any approvals, reviews, or permits required by the local, county, municipality or governmental agency or entity having jurisdiction over architectural or construction matters. However, approval under this Article shall be obtained prior to applying for any approval permit or submitting any documentation to any governmental authority whose review or approval may be required for the proposed work. The Association shall have the right and standing to take action to suspend or enjoin processing of any request for review or approval by the Association or a governmental authority submitted prior to any necessary approval being granted hereunder.
- b. The Association, acting through the Architectural Review Committee (“ARC”), shall assume jurisdiction over architectural matters; provided, the Board of Directors may at any time thereafter delegate responsibility for administering architectural control under this Article and the Architectural & Aesthetic Guidelines.
- c. The Owner shall submit a written application to the ARC prior to submission to the Board for approval in such form as it may from time to time promulgated by the Board. Such application shall include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable (“Plans”).
- d. Such additional information as the Board may require for consideration of the application shall be provided prior to the Board's consideration of the application. The Board may appoint an ARC composed of at least three (3) members of the Association to review all requests for approval and to make recommendations to the Board as to such requests for approval. The Association, the Board, and any committee member, officer, employee, agent, and/or representative shall not be liable to any other person by reason of any good faith act pursuant to these Covenants. If the Board fails to approve or disapprove an application in writing within forty-five (45) days after the aforesaid plans and specifications, including any additional information requested, have been submitted to it, approval will be deemed to have been granted in accordance with the specifications submitted. The Board may approve the application, (i.) with or without conditions; (ii.) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.
- e. In the case of disapproval, the Board may, specify the reasons for any objections and/or offer suggestions for curing any objections. Notice shall be deemed given when deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed to the applicant at the address stated in such applicant's notice, or upon receipt if given by any other means.
- f. In reviewing each application, the ARC and the Board may consider any factors it deems relevant including, without limitation, harmony of exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. The Board shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall not be subject to judicial review dispute resolution procedures.

- g. All Owners must adhere to the Architectural & Aesthetic Guidelines relating to modifications requiring ARC Approval. The Architectural & Aesthetic Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications for approval. The Architectural & Aesthetic Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Architectural & Aesthetic Guidelines does not guarantee approval of any application.
- h. Meetings of the ARC shall be open to all Members only in the event that the ARC is delegated final-decision making authority, subject to the same exceptions as Board meetings under the By-Laws. If the ARC is only making recommendations to the Board, formal meetings are not required.
- i. Any applications for ARC review by a Condominium Owner shall be approved by the respective condominium association, and not the Timber Oaks Community Service Association Board of Directors.
- j. Any Lot Owners, other than Condominium Owners, submitting an application to modify or alter the exterior of the dwelling, including, but not limited to painting the dwelling, trim, doors, etc., re-roof, paint driveway, or make an exterior change that would adversely affect the aesthetic appearance of the attached dwelling, the ARC application will be denied as it is the intent of the original development to have all Lot dwellings be uniform in exterior color scheme and construction.

Section 13. Lawn and Landscaping.

- a) The Board of Directors shall have the power to promulgate standards for the appearance, installation, planting, care and maintenance of lawns and landscaping, and amend them from time to time in its sole discretion. The Board of Directors may also, in its sole discretion promulgate administrative rules governing the procedures to be followed by Owners to obtain the approval of the Board of Directors prior to the installation of any landscaping by the Owners including, but not limited to trees and hedges.
- b) An application to the ARC is not required to approve any minor modifications to an Owner's landscaping, so long as the Owner is in compliance with the following guidelines:
 - 1. Such landscaped areas, excluding grass may not exceed 50% of the front, 50% of the back, or 50% of the side yards in which the area is located.
 - 2. Implementing Xeriscape or Florida friendly landscaping as defined in the Florida Statutes, section 373.185(1), on his or her Lot.
 - 3. Each property owner (including each condominium association) must maintain the landscape and sidewalks (if any) between his or her lot and an adjoining street as follows:
 - i. Mowing of lawns
 - ii. Pruning of shrubbery;
 - iii. Application of fertilizers, weed control, and pesticides to lawns and shrubs on such schedule as the Board deems appropriate;

- iv. Weeding of planting beds;
 - v. Edging of curbs, walks and planting beds; and
 - vi. Removal of fallen leaves and lawn debris;
 - vii. Removal and replacement of dead or dying shrubs;
 - viii. Pressure cleaning of driveways and sidewalks;
 - ix. Cleaning and maintenance of gutters and downspouts;
 - x. Operating, maintaining, repairing and replacing, as necessary, any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, water lines and time clocks, wherever located) serving those portions of the Units as are maintained by the Association;
4. **Trees:** An ACR request is NOT required for the planting or removal of trees, however all removal of trees must comply with Pasco County Ordinances.
5. Bird baths and bird feeders will be permitted in the backyard only and limited to a total of no more than three (3).

Section 14. Maintenance.

- a) Each Owners (including the condominium association as to common elements and other portions of the condominium property which are subject to the control of maintenance of the condominium association) of a lot shall maintain the same in good condition and repair, Maintenance shall include, without limitation, roof cleaning, mildew stains removal, rust stain removal, and repairing peeling paint, for example. Maintenance includes, without limitation, all improvements of whatsoever nature, whether such improvements are houses, fences, sidewalks, or other structures. There shall be no change of the exterior color (including and repainting in the same color) of any improvements, including without limitation, dwellings, dwellings roofs, driveways, and sidewalks without prior written approval of the Board pursuant to the architectural approval section of the Declaration.
- b) In the event an Owner fails to comply with maintaining his/her Lot, the Association shall have the right, but not the duty, to correct said conditions, after notice to the Owner of the intent to enter the property and perform such maintenance if the Owner fails to do so by the deadline established. Any expense incurred by the Association, including all attorney's fees incurred, shall be the responsibility of the Lot Owner, and shall be a specific assessment against the Owner and the property. Failure of any Owner to pay all expenses incurred by the Association in maintaining their Lot shall be treated as an assessment, and collectible as an assessment pursuant to Florida Statute 720.3085 and this Declaration.

Section 15. Conflict of Declaration with sub-association in Timber Oaks Community Services Association, Inc.,

- a) The Association consists of 2000 homes, which also includes 656 condominium units in fourteen (14) separate condominium associations, and one (1) homeowners' association, for a total of fifteen (15) sub-associations. Each sub-association has its own set of

governing documents that control the properties within its respective communities, operated and managed by such sub-associations. In the event a conflict exists between this Declaration and the declaration or any other governing documents of any sub-associations in the Timber Oaks Community, this Declaration shall govern, unless the individual sub-association has a more restrictive set of requirements set forth therein.

- b) Each Owner of a Unit in a condominium in the Development shall, in addition, to being subject to the terms and conditions set forth in any Declaration of Condominium under which said Unit is owned or occupied, take title subject to these Covenants.

Section 16. Violation of Covenants.

- a. The Association and each person whom these Covenants benefit may proceed at law or in equity to prevent the occurrence of a violation, of the continuation of a violation of any provisions of these Covenants, and the prevailing party shall be entitled to recover reasonable expenses incurred in connection with such enforcement actions, including pre-suit attorney fees and costs, and all fees incurred in any mediation, arbitration, litigation and appeals. All costs and fees associated with the collection of a judgment for fees and costs shall be recoverable by the judgment creditor, including collection agencies fees and costs.
- b. The Board may suspend all voting rights of a member, for the nonpayment of regular assessments that are delinquent in excess of ninety (90) days in accordance with Florida Statute 720.305 as amended from time to time. Additionally, the Board may suspend all rights to use the Association's Common Areas and Senior Community Center, of a Member, his or her non-member spouse, his or her lessees, and the Member's tenants, guests, and invitees for the period during which any Association assessment or other monetary obligation due the Association remains unpaid for more than ninety (90) days beyond its due date, or for violations of any rules or restrictions relating to the use of such facilities. Any suspension of use rights requires notice and the opportunity for a hearing before a committee established to conduct hearings on proposed fines and suspensions, and the committee must approve any suspension before it is effective. Upon such a suspension, the member, the member's non-member spouse, the member's lessees, and all of the Member's tenants, guests, or invitees shall not be allowed to use the Common Properties, if the suspension imposed relates to all such individuals.
- c. Remedies specified herein are cumulative and any election of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity or otherwise provided for in these Covenants. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of these Covenants shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

- d. Upon a determination by the Board that a Lot is not being maintained as required by these Covenants, and the Owner having been given at least ten (10) days written notice thereof, the Association shall thereafter be authorized to take such steps as it deems reasonably necessary to have the Lot comply with these Covenants. At any time after the expiration of ten (10) days from the date written notice referred to above has been given, the Association, its employees, agents, and representatives, have the authorization for entry upon a Lot for the purpose of conducting such maintenance activities as necessary to have the subject Lot comply with these Covenants, and the Owner shall be liable for the resulting costs and fees incurred by the Association, and such expenses, costs, and fees shall become a specific assessment against the Owner of the property and a lien against the property if the Board decides to collect the amount due in this manner. Such aforesaid entry shall NOT be a trespass. The Owner thereof shall indemnify and hold harmless the Association, its employees, agents, and representatives from any and all liability arising either directly or indirectly from such entry upon a Lot.
- e. Owners are jointly responsible, including all fines and other remedies, for all violations committed by their tenants, and by any guests and invitees of the Owners or their tenants. Tenants are jointly responsible for any violations committed by their guests and invitees.

Section 17. Open Space Lake Area.

Each owner of a Lot which borders the open space area known as Footprint Lake shall maintain any property between his Lot and Footprint Lake. Docks or other structures may not be erected in the open space area known as Footprint Lake without prior written approval under Section 12 above. All other uses of Footprint Lake shall be subject to the prior written approval of the Board, and such rules and regulations that the Board may adopt from time to time.

Section 18. Leasing, Sales and Guests.

- a. No Owner/s shall permit persons to occupy or possess a Lot, other than permitted nonpaying visitor guests, members of the owner's family as defined in Article 1, Section 2 when the Owner is in residence, and approved tenants/lessees. A permitted guest is either:
 - 1. A person under the age of twenty-one (21) who is occupying the premises temporarily when the owner is occupying the premises simultaneously with the guest, or
 - 2. A person who is over the age of twenty-one (21) who is occupying the premises temporarily when the Owner is not in occupancy simultaneously with the guest.

A temporary occupancy by a permitted guest shall not exceed eight (8) weeks in any consecutive twelve (12) month period.

- b. For purposes of this Declaration, a “lease” is defined as any occupancy by someone other than the owner of a Lot or Unit, where the owner receives payment or other consideration in exchange for such occupancy. Consideration may either be direct or indirect, including the payment of utilities or taxes, or any other charges that would otherwise be the responsibility of the owner. This includes not only formal leases, but any type of license or other permission granted to someone other than the owner to occupy a unit in exchange for some consideration to be given to the unit owner. Included in the definition of leasing are all type of arrangements for occupancy, including those arranged through AirBnb, VRBO, and all other similar types of services. No Lessee shall occupy or possess a lot without obtaining prior approval in accordance with this Declaration and all applicable rules.
- c. All leases shall be for a minimum of eight (8) consecutive weeks, and subleasing is prohibited. If a Lot is occupied by a person other than the Owner for a period in excess of eight (8) weeks, such occupancy shall be deemed, for the purposes of these Covenants, to be a lease subject to the provisions contained in the Covenants, and prior approval by the Board is required in accordance with this Section. It will be a separate violation of this Declaration for any owner to advertise a Lot or Unit as being available for lease, rent, or other types of occupancy arrangements other than permitted guests, for less than an eight (8) week period.
- d. Any persons occupying or possessing a Lot, whether as Owners, Lessees, guests, or otherwise, thereby covenant and agree to keep, observe, comply with and perform these Covenants, and 'subject themselves to the provisions hereof.
- e. Sales & Leasing Approval Procedures. Any transfer of a Lot for occupancy shall be subject to prior approval of the Association through its Board of Directors. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed sale or lease term, an Owner or his agent shall apply to the Association for approval of such transfer on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed any limitation imposed under Florida Statutes as amended from time to time. The Owner or the potential buyer/lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval by the Board. It shall be the Owner’s obligation to furnish the lessee with a copy of all pertinent governing documents for the Association, including any current Rules and Regulations, and other disclosures required under Florida Statutes. New Owners shall be presumed to obtain all pertinent governing documents for the Association, including any current Rules and Regulations from its title company at closing. This subsection is not applicable to any Condominium Sub-Association in the community as these associations have their respective approval process.
- f. Reasons for potential disapproval include:
 - i. A prior criminal record of a dangerous felony, including any pleas of no contest,

- which indicates a potential threat to the health, safety or welfare of the community;
- ii. Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations;
 - iii. Providing false or incomplete information in connection with an application; or
 - iv. In regard to the renewal or extension of previously approved leases with the same tenants, the Association can consider the prior violation history of the tenants in connection with the approval or disapproval of any such renewal or extension
- g. As a condition of approval, the Owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the community; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease if the owner fails or refuses to do so, including eviction of the tenant as deemed necessary, and to collect rent from the tenant if the owner becomes delinquent in the payment of assessments and fails to cure such delinquency within a reasonable time following a demand by the Association. If a Lease Addendum is not executed, any lease which is entered shall be deemed to include such provisions. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.
- h. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within fourteen (14) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until any requested interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.
- i. Disapproval of Leasing by Association: If a proposed lease is disapproved by the Association, the Owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.
- j. Sales. No owner may dispose of a unit or any interest therein by sale without approval of the Board of Directors of the Association. An owner intending to make a sale of a unit or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser, and such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the owner to the Association as hereinafter provided, that the owner believes the proposal to be bona fide in all respects.

- k. The time frame to approve or deny a prospective sale and justifiable reasons for denial shall be consistent with the leasing protocol outlined above however the time frame may be extended until any requested interview of the proposed purchaser has taken place and within five (5) days following the interview, the Association shall notify the unit owner of its decision.
- l. The approval of the Board of Directors of the Association shall be signed by any two (2) members of the Board, and shall be delivered to the purchaser. The failure of the Association to act within a twenty (20) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval as aforesaid.
- m. When a conveyance of a home or unit has been made at any time after the effective date of this amendment, the home or unit shall not be rented or leased by the new owner for a period of two years following the date of conveyance. The Board may promulgate rules intended to regulate the enforcement of this provision. In the event of a hardship, such as the conveyance of a home or unit arising from the death of an Owner, or other events which may result in financial loss to the Association which the Board may deem to be appropriate and applicable, the Board may grant a variance and permit the property to be leased or rented.
- n. In the event a Lot or Unit is transferred by operation of a will or by order of a probate court, as the result of the Members' death, the heirs and assignees are required to comply with all provisions of this Amended and Restated Declaration, the Bylaws, Articles of Incorporation, and rules governing back ground checks.

Section 19. Driftwood Village and San Clemente Village Driveways and Driftwood and San Clemente Village Sheds.

Notwithstanding anything herein to the contrary, after complying with Sections 11 and 12 of this Article, Owner of Lots within Driftwood Village, Driftwood Village First Addition, and San Clemente Village may install and maintain circular driveways on his or her Lot that comply with the Architectural & Aesthetic Guidelines, after obtaining the approval of the Board of Directors, and owners of Lots within Driftwood Village-Driftwood Village First Addition and San Clemente Village may have one vinyl shed with a maximum size of 6 feet wide, 10 feet deep and 8 feet in height. Any sheds approved by the Board shall be erected in the rear of the Lot behind the home, where it cannot be seen from the road. 'San Clemente Village is described in Plat Book 12, Pages 23-24 of the Public Records of Pasco County, Florida. In accordance with Pasco County Code of Ordinances, building permits are expressly required for sheds regardless of size and regardless of whether such structures are required to be installed by a licensed contractor or whether they are a product approved by the department of consumer affairs.

Section 20. Fences

Fences of any material including but not limited to wood, plastic, metal or masonry materials, are not permitted in the Senior Community as referred to in Article VI, Section 1. Any Fences which were installed and exist prior to April 11, 2006 in the Senior Community, may be retained, provided they are maintained in good condition. Once an existing fence is removed for a period of thirty days, a new fence may not be constructed on the same property. Boundary fences, fences along major roadways and fences protecting Timber Oaks Community Services Association property or common property are exempt. Fences are permitted in the Family Communities of Driftwood Village and San Clemente Village in accordance with existing guidelines and with Board approval. The Board may pass reasonable rules to protect the integrity of this provision. Notwithstanding the restrictions set forth in this Section, as of the date of this Amended and Restated Declaration, those fences currently located and adjacent to the main roadway shall be grandfathered in, and replacement shall be permitted in accordance with Article I, Section 11 and 12 when necessary.

ARTICLE II - THE ASSOCIATION**Section 1. Purpose.**

To ensure that the Common Properties will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the members of the Development and to provide for other matters of concern to the members, the Developer has organized the Association. Unless otherwise specified herein or in the Association's articles or bylaws, all action by the Association shall be taken by the Board or its designee.

Section 2. Membership.

Every person acquiring title to a Lot in the Development and recording his or her instrument of conveyance in the Public Records of Pasco County becomes thereby a member of the Association and agrees, by acceptance of the deed to said property, to abide by the rules and regulations of the Association, and to pay such assessments as shall be levied by the Association's Board of Directors. Voting rights of members are established in the Bylaws.

ARTICLE III - PROPERTY RIGHTS OF ASSOCIATION MEMBERS IN THE COMMON PROPERTIES**Section 1. Common Properties.**

The Association owns certain land in the Development for use in common by the Members. Those areas are described on Exhibits A through D and E1 through J attached hereto, and shall be used and enjoyed pursuant to the rules and regulations promulgated from time to time by the Association. The Association may, but shall not be obliged to, create or acquire additional Common Properties for the Development from time to time.

Section 2. Members' Easements of Enjoyment.

Subject to the provisions of Section 3 next, every member of the Association shall have a right and easement of enjoyment in and to the Common properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. The members' rights in that portion of the common Properties known as the Senior Community Center, however, is governed solely by Article VI below.

Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties;
- b. The right of the Association's Board to suspend the rights of any member to use the Common Properties for any period during which a member is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, and for any period established in the action of suspension of use rights for any infraction of its published rules and regulations and:
- c. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.
- d. No one will be permitted to make any alterations of any kind to the Common Areas without prior written approval of the Board of Directors.

ARTICLE IV – AFFIRMATIVE COVENANTS FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the lien and obligation of assessment.

The Owner of a Lot, by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- a. Annual assessments; and
- b. Special assessments for capital improvements; and
- c. Any specific assessments against the Owner and the Lot pursuant to this Declaration; and
- d. Any fine levied by the Board that exceeds \$1,000.00

Such assessments to be fixed, established, and collected from time to time as hereinafter provided. The assessments, together with interest and late fees thereon and any costs of

collection, shall be a lien on the Lot against which each such assessment is made, governed by Article VII, Section 2 below. Each such assessment, together with interest and late fees thereon and any costs of collection, including reasonable attorney fees, whether incurred prior to filing suit, shall constitute a lien against the property of the Owner upon the filing of a Claim of Lien, and shall also be the personal obligation of the person who was the owner of such property at the time the assessment was passed. A subsequent parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title in accordance with Section 720.3085 of the Florida Statutes as amended from time to time.

Section 2. Purpose of assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members of the Development and for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Development, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Annual assessments.

The annual assessment for the Development shall be of two (2) types:

a. Family Member:

The owners of Lots in San Clemente Village and Driftwood Village, pursuant to court order, in Pasco Circuit Case No. 96-2346CA shall continue to pay monthly assessment, which shall remain subject to enforcement provisions. Beginning the month following that in which Court Approval was obtained, the total of each Family Member's assessment was set at the rate of \$9.00 per month, which amount may only increase in future fiscal years in whole dollar increments, rounded down to the nearest dollar, according to the percentage increase, if any, in the Consumer Price Index between June 2000 and the last available month prior to the effective date of the proposed increase. The percentage increase between the index for the base month of June 2000 and the last available month prior to the effective date of the proposed increase shall be multiplied by \$9.00 to give a cumulative increase amount, and that increased amount shall be added to the initial \$9.00 figure, with the resulting assessment, rounded down to the nearest whole dollar, constituting the following year's assessment. For purposes of this adjustment, the "consumer price index" shall mean the consumer price index for Urban Wage Earners and Clerical Workers (all items) for the State of Florida, of the Bureau of Labor Statistics, U.S. Department of Labor. If the Consumer Price Index in its present form in its present form is discontinued or if the basis on which it is now calculated shall be revised, the Association shall make an appropriate conversion of the revised index on the basis of conversion factors published by the Bureau of Labor Statistics. There shall be no amendment of the section 3(a) or Section 3(b) unless that amendment is approved by a vote of at least 75% of the Lots owned by Family Members.

b. Senior Members:

Except as to special assessments defined in Section 4 herein below, all remaining expenses of the Association after deduction of sums attributable to the Family Members' assessments shall be assessed equally among the Senior Members.

Section 4. Special assessment.

In addition to the annual assessment authorized by Section 3 hereof, the Board may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or any other lawful purpose deemed necessary by the Board. A special assessment that is pertinent to the senior community shall be special assessed only to members of the senior community (including, but not limited to, assessments relating to the senior community center). Likewise, any special assessment that is pertinent or unique to the Driftwood communities shall be assessed only to the members of the Driftwood communities and any special assessment that is pertinent or unique to the Family Community shall be assessed only to the members of the "Family Community."

Section 5. Due dates for assessments.

- a. Annual assessments are due on the dates set by the Board. The Board may provide that the annual assessments may be paid in equal monthly installments due on the first day of each month, or by a lump sum payment, for each fiscal year, as determined by the Board of Directors.
- b. Any person who becomes an Owner of a home or unit shall be obligated to pay the annual assessment using one of the following methods:
 1. In a single lump sum by the due date, or
 2. Payment in twelve (12) equal monthly installments on the first of each month from an automatic debit account.

Section 6. Effect of non-payment of assessments:

- a. Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall bear interest at the, maximum rate allowed under Florida law, and an administration late fee to be determined by the Board of Directors in accordance with Florida Statute 720.3085 as amended from time to time. In the event that any installment remains unpaid ninety (90) days after the due date set by the Board, the Board may any time thereafter declare the entire annual assessment as to that delinquent Owner due and payable immediately in full, in which case interest and late fees shall accrue on the total delinquency as of the date of acceleration. If an annual assessment has been accelerated for a given fiscal year and a claim of lien has been recorded in the Pasco County public records, then any annual assessments for successive fiscal years shall

not be payable in installments, but shall be due each fiscal year, assessing late fees and interest accruing from that date. The Board may provide on a case-by-case basis that payment of arrearages on assessments may entitle the Owner involved to resume monthly installments on the same or successive assessments.

- b. Liens in favor of the Association, as created by Article I, Section 16; Article IV; or Article VII, Section 3; or otherwise pursuant to these Covenants, shall be governed by the following general provisions unless otherwise stated elsewhere in the Covenants:
- i. Lien perfection procedure.

Liens for maintenance costs, delinquent assessments, or for other matters provided for in these Covenants, may be perfected by recording a claim of lien in the Public Records of Pasco County, Florida, and said liens shall be prior to and superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances. The lien shall secure the payment of amount secured by the lien, interest, and all costs and reasonable attorney's fees incurred in connection with the lien, including but not limited to the preparation, recording, foreclosure and collection of the lien.

- ii. Collection of Assessments.

The Association may bring an action against the owner or a successive Lot owners obligated to pay same or to foreclose the lien against the property, or both.

- iii. Subordination of the lien to mortgages.

Any lien in favor of the Association shall be subordinate to the lien of any purchase money mortgage now or hereafter placed upon the Lot if said mortgage lien was recorded in the Public Records of Pasco County, Florida prior to the date that the Association's claim of lien was recorded in the Public Records of Pasco County, Florida.

- iv. Interest & Late Fees.

Any obligation arising from these Covenants and due to the Association shall bear interest after the due date at the maximum rate allowed by law, and the highest allowable administrative late fees under the law.

ARTICLE V - COMMON ROADS AND RIGHTS-OF-WAY

The common roads and rights-of-way throughout the Development, except for roads within the condominium properties, have been dedicated to the public. Any continued maintenance, upkeep and beautification of such public roads and rights-of-way not borne or attended to by Pasco County, at the discretion of the Board, may be borne from time to time by the Association.

ARTICLE VI - SENIOR COMMUNITY

Section 1. Property Included.

Except as to the portion of the Development known as Driftwood Village described on Exhibit E attached hereto, and except as to the portion of the Development known as San Clemente Village, as defined according to the plat thereof recorded in Plat Book 12, pages 23-24, Public Records of Pasco County, Florida, each Owner of property and resident in the development shall be part of the "Senior Community" and subject to the age restriction stated in Article VI, Section 2. The provisions of this Article do not apply to any other portion of the Development.

Section 2. Age Restriction.

Occupancy of each Lot shall be restricted as follows: At all times when persons are in occupancy, at least one of the persons must be 55 years of age or older. Persons under the age of 55 years of age, but 21 years of age or older, shall be permitted to occupy and reside in a Lot provided that, as indicated above, one person is 55 years of age or older. Persons under the age of 21 years age may not occupy or reside in a Lot. The Board shall have the right to promulgate, from time to time, reasonable rules and regulations, in addition to those in the Covenants, governing the visitation and temporary residency of persons under the age of 55 years of age.

Section 3. Senior Community Center.

A Senior Community Center has been constructed on a portion of the Development. The Board shall have the right to make and promulgate, from time to time, reasonable rules and regulations governing and restricting the use of the Senior Community Center.

Section 4. Optional Use and Membership by Other.

Pursuant to Article I and VI, of the Declaration, Senior Option Members are also members of the San Clemente and Driftwood communities who elect to participate in the senior amenities and pay a fee for a minimum of 12-months for use of the Senior Community Center. These Members do not have any voting rights as to the Senior Center, and those issues that are to be only voted on by Senior Members.

The owners of Lots in San Clemente Village and Driftwood Village who are 55 years of age or older and whose Lots comply with Article IV Section 2 of this Declaration, shall have the option to use the Senior Community Center provided that upon exercising such option they shall agree to execute a Membership Agreement approved by the Board, and comply with all Rules and Regulations of the Senior Community Center and this Article during the term of the Membership Agreement. Said membership may be exercised within the first year of taking title to their Lot or within thirty (30) days of when they first become eligible by age. Renewal of such option must be completed thirty (30) to sixty (60) days prior to the start of Timber Oaks new fiscal year or otherwise said Membership will be deemed terminated. This option is approved on an annual basis.

An eligible Lot Owner who does not choose to exercise their option, may exercise that option at the time allowed for the renewal of such Membership to use the Senior Center. Any owner of a lot in San Clemente or Driftwood Village who exercises the option referenced to herein shall be responsible for payment of the Senior Member's Assessment. However, such annual membership fee shall not be considered assessments and not subject to 720.3085. In the event a Member fails to pay its annual membership fee, the Optional Members access to the Senior Community Center shall be denied and access shall be prohibited. The Board has the authority to implement reasonable rules and regulations regarding this Optional Membership fee and how the collection of these optional membership fees shall be collected and paid.

Section 5. Voting.

Only owners of Lots located within the Senior Community shall be entitled to vote on any matters pertaining to the regulation, operation, care and maintenance of the Senior Community Center.

ARTICLE VII - GENERAL PROVISIONS

Section 1. Terms of Covenants and Amendment Procedure.

These Covenants are to run with the land and shall be binding upon all current and future Owners, and all parties claiming under them, for a period of 25 years from September 6, 1973, after which time the Covenants shall automatically extend for successive periods of ten (10) years each. However, the Board and the Owners (one vote per Lot) shall have the right to modify, delete or add covenants by the following procedure:

- a. Written notice of the proposed amendment(s) must be delivered by the Board to each Owner 30 at least 14 days, and no more than 45 days, prior to any meeting and must set forth the amendment, or amendments, to be considered. If mailed such notice shall be deemed delivered when mailed, postage prepaid, to the Owner. Such amendments are passed by the votes of a majority of the Board of Directors and sixty seven percent (67%) of the sum of voting interests of Owners who participate in the voting on such amendments, in person or by proxy, at a duly called meeting of the members of the Association. Any proposed amendment to Article VI of these Covenants shall only be able to be voted upon by those members who are entitled to vote under the terms of this Declaration.
- b. Any amendment shall take effect when the amendment and a certificate of the corporation memorializing approval of the amendment has been recorded in the Public Records of Pasco County, Florida.

Section 2. Attorney's Fees.

All reasonable attorney's fees and costs incurred by the Association resulting from the violation of these Covenants, regardless of whether suit is filed, shall not only be the joint and several obligations of the Owners, jointly and severally per Florida Statute 720.3085, but also shall become a lien on the Lot which is the subject of such violation. Such lien shall attach regardless of any homestead exemption. Said lien shall attach as of the date of recording of the earlier of a claim of lien. In the event of recording a claim of lien, the Owner shall be entitled to judicial review of the validity and reasonableness of the amount of fees and costs, either in a separate action brought for that purpose, or in an action to foreclose or otherwise collect the lien amount. The prevailing party in such action shall be entitled to reasonable attorney fees and costs, including the cost of an appeal. If in such action the lien is totally disallowed by the court, then in that event the Owner shall be entitled to recover reasonable attorney fees and costs in such action from the Association. If the lien is allowed, in whole or in part, the Association shall be entitled to recover reasonable attorney fees and costs from the Owner, and the same shall be secured by a lien as provided in this Section.

Section 3. Failure to enforce the covenants not a waiver of right to do so.

The failure by any Owner or the Association to enforce any Covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. The adoption and following from time to time by the Association of any internal enforcement procedures more lenient than those set forth in these Covenants shall in no event be deemed a waiver of the strict enforcement thereafter of the Covenants, and the remedies contained in the Covenants, as to a continuing or subsequent breach.

Section 4. Notice to Persons in Possession.

By accepting possession of any Lot in the Development, any tenant, guest, lessee or other non-Owner in possession of a Lot agrees to abide by these Covenants, and consents to entry by the Owner of the Lot for the purpose of enforcing compliance with the Covenants (in addition to the Association's right of entry on the property for certain purposes, as provided for in this Declaration), and further consents to being bound by any injunction entered against an Owner and requiring compliance with a Covenant, whether or not the non-owner was joined as a party in that action.

Section 5. Severability and Captions.

Every provision of these Covenants is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

Section 6. Easements.

The Developer has previously reserved perpetual easements for the installation and maintenance of utilities and drainage facilities, and the Association has the right to utilize these easements for such purposes.

Section 7. Driftwood Committee.

A Driftwood Committee consisting of six (6) Driftwood Members will be elected annually by the Driftwood Members to advise the Board with regard to problems and issues unique to the Driftwood Members. The Driftwood Committee by majority vote shall make recommendations to the Board regarding enforcement of Lot use restrictions-as now contained in Article I of the Recorded Declaration of Covenants, as amended, against a Driftwood Member. The Board may refer a possible use restriction violation occurring on a Lot owned by a Driftwood Member to the Driftwood Committee, which shall submit a recommendation to the Board. In the event that the Board disagrees with the recommendation of the Driftwood Committee, then the matter shall be decided by the majority vote of the Board and the Driftwood Committee combined, consisting of 14 votes. This shall be the sole method of authorizing actions to enforce Article I of the recorded declaration of covenants with regard to a Lot owned by a Driftwood Member. There shall be no amendment to this Section 8 unless the amendment is approved by at least 75% of the Lots owned by Driftwood Members.

Section 8. Authorized Agreements

The Association's Board of Directors, on behalf of Timber Oaks Community Services Association, Inc., is authorized to enter into agreements with Lot owners in San Clemente Village which have the effect of subjecting the Lot to the Declaration of Restrictive and Affirmative Covenants for Timber Oaks, as amended. San Clemente Village is described in Plat Book 12, Pages 23-24 of the Public Records of Pasco County, Florida. The Association's Board of Directors is authorized to appoint the President or the Vice-President of the Association to sign such an agreement with a Lot Owner.

Section 9. Fines.

- a. The Association may levy fines as authorized under Florida Statute's 720.305 as amended from time to time.
- b. The Board of Directors of the Association may levy fines of up to \$100.00 per violation against any Owner, Owners tenant, and/or any Member's tenant, guest or invitee, for the failure of the owner of the Lot or its occupants, or tenants, or guests of the Owner or tenants, or invitees to comply with any provision of the Declaration, the Association's Bylaws, or reasonable rules of the Association. Furthermore, a fine may levied against any Owner, or any tenant, guest or invitee of an Owner or tenant, by the Board of Directors of the Association for each day of a continuing violation, with a single notice and an opportunity for a hearing. The Board may not levy a fine in excess of \$5,000.00 in the aggregate for any continuing violation. Any fines that equal or exceed \$1,000.00 may become a lien and treated as past due assessments against the Owners Lot, providing with Association with

remedies under Florida Statute 720.3085 to foreclose its lien. All such fines must first be approved by the Association's fines committee, which shall be appointed by the Board of Directors, and consist of at least three Members, who are not officers, directors, or employees of the association; or the spouse, parent, child, brother, or sister of an officer, director, or employee. The Board of Directors may implement Rules and Regulations regarding the process and procedures to follow for levy of fines. The procedure shall include the requirements for the due process stated in Chapter 720, Florida Statutes.

- c. The Board may suspend the right of an Owner, Member, or a tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph shall also apply to access to the Senior Community Center, however, shall not be applicable to any portion of the common areas used to provide access or utility services to an Owner's Lot.
- d. A fine or suspension may not be imposed by the Board without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before the fines and suspension committee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the Owner or Member and, if applicable, to any tenant, licensee, or invitee of the parcel owner.
- e. If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas, facilities or Senior Community Center until the fee, fine, or other monetary obligation is paid in full. The notice and hearing requirements under subsection (d) do not apply to a suspension imposed under this subsection.
- f. The Fines and Suspension Committee shall meet on a monthly basis to conduct hearings for action on fines or suspensions levied by the Board. The Fines and Suspension Committee shall have alternate members in the event a conflict of interest exists, or there is an even number of Committee Members to avoid a deadlock decision, and a majority of the Committee members appoint the alternate to act in the place of the member who has a conflict of interest. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the proposed fine or suspension levied by the board is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. In the event a fine is not paid within 5-days of the committee meeting, any future payments received by the association shall first be applied to the fine, then interest, late fees, attorney fees and costs.
- g. Any Members who witness a violation, should report such violation to the board of directors immediately, and procedure documented evidence of the violation through

witness testimony or photographs for the board's consideration in levying a fine against any Member or Owner.

- h. In the event the provisions in this Section 11 are in conflict with the current Florida Statute, Florida Statute shall be applicable as amended from time to time.

Section 10. RV Storage Rules and Rental Agreement.

(a) Definitions

1. "Authorized Vehicle/Trailer" shall mean and refer to a Recreational Vehicle ("R.V."), Boat, Trailer, Truck used for transporting 5th wheeler units, or passenger vehicle. Authorized Vehicle/Trailer" shall not include any "Inoperable Vehicle" as defined by the Timber Oaks Community Service Association Board of Directors.
2. "Inoperable Vehicle" shall mean and refer to any vehicle which is wrecked, burned, wholly or partially dismantled, or which lacks a wheel or wheels, or which is on blocks.

(b) Regulations regarding RV Storage

1. Permission to store vehicle(s) in the RV Storage area is given by the Board and can be revoked at any time with a 14 day notice or end of payment period, whichever comes first.
2. Vehicles/vessels must not block the entry gate. All vehicles/vessels approved by the board for storage must be maintained in good working condition, operable and road worthy.
3. No storing of hazardous materials in the RV Storage area.
4. All vehicles approved for storage in the Associations RV lot shall have current tags and must be seen on the vehicle at all times.
5. No major repairs, restorations, or any major mechanical maintenance of any motorized vehicle, boat, trailer, or other vehicle or equipment shall be conducted within the RV Storage Area. Minor maintenance is allowable, but must be completed within 48-hours.
6. Use of the RV Storage Area is for the parking of authorized vehicles only approved by the Board.
7. The Association may exercise its rights to tow improperly parked vehicles/trailers from the Association property in accordance with Florida Law.

8. Timber Oaks Community Service Association RV Storage Area users will be charged an annual fee determined by the Board, payable in full at the commencement of the RV Storage Agreement. Prepayment of use fees in advance, shall not prevent the Association from terminating the User's right to utilize the designated space, if the User is not otherwise in compliance with these rules and regulations.
9. If no spaces are available, owners will be placed on a priority waiting list on a first come first serve basis. This list will be maintained by the Timber Oaks Community Service Association Management Company.
10. Only Members of the Association shall be permitted to use the RV Storage Spaces, and must execute an RV Storage Agreement with the Association and a Vehicle/Trailer Registration Form.
11. The Association's RV Storage Area does not have 24-hour-a-day security guards patrolling the RV Storage Area. Therefore, Owners must act reasonably in protecting themselves against any criminal misconduct. The Association cannot and does not guarantee that these precautionary measures will deter or prevent criminal activity. Owner of vehicle releases Timber Oaks Community Service Association from any and all liability for damage to or theft of property. USE OF THE RV STORAGE AREA IS AT YOUR OWN RISK.
12. The Association is not responsible for any theft, damage or vandalism which may occur to any vehicle/trailer while parked in the RV Storage Area.
13. No person is allowed to sleep and/or temporarily or permanently reside in any vehicle while it is parked in the RV Storage Area. Failure to comply with this sub-section shall forfeit the Owners rights or privileges to lease space in the Associations RV Storage area for a period of 5-years from the date of the violation.
14. No littering shall occur in the RV Storage Area. All trash must be place in designated waste containers.
15. No loud noise creating a nuisance shall be allowed.
16. Members shall immediately report any violation(s) of this Section 10 to the Board of Directors and/or any other issues relating to a Members misuse of the Associations' RV Storage area.
17. Members shall maintain proper insurance on the vehicle at all times and accept any and all liability involved with storing a vehicle in the RV Storage area.
18. In the event a Member violates any provisions of this Section 10, the Association shall send the violating Member written notification of such violation and demand that such violation be cured immediately, if the violation is of an immediate safety hazard of threat to the safety and welfare of the community. Such notification shall be sent to Members last known address provided to the Association. If the violation is one of a non-emergency, the

owner shall have fifteen (15) days to correct the violation without penalty. If the violation is not corrected within fifteen (15) days of the initial violation notice, the Board may levy a fine against the violating Member in accordance with the fining provisions of this Declaration and under Florida Statutes as amended from time to time. In the event the Member continues to violate these regulations of the Declaration or the RV Storage Lease Agreement, the Association, through its board of directors may, at its sole discretion, elect to have the vehicle/vessel removed and impounded. If an owner's vehicle/vessel is to be removed and impounded, the Association shall send to the Member notice of its intent to have the Vehicle/Vessel impounded and towed off the Associations' property no less than 15 days prior to the intended removal of the vehicle.

END OF PROPOSED AMENDED AND RESTATED DECLARATION