

AMENDED AND RESTATED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF BEACON WOODS EAST

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WOODWARD VILLAGE 1B	RAVENSWOOD VILLAGE 2B
WOODWARD VILLAGE 2B	WOODWARD VILLAGE 3
WOODWARD VILLAGE 2A	WOODWARD VILLAGE 1A
BERKLEY VILLAGE 1&2	BERKLEY WOODS
SANDPIPER VILLAGE	CLAYTON VILLAGE 1&2
RAVENSWOOD VILLAGE 1	BEACON RIDGE, WOODBINE VILLAGE
BEACON RIDGE, WOODBINE VILLAGE TRACT A	

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BEACON WOODS EAST

ARTICLE I

DEFINITIONS

SECTION-1 "Association" shall mean and refer to Beacon Woods East Homeowners Assn., Inc. a Florida corporation not for profit, its heirs, successors and assigns.

SECTION-2 "Common Area" shall mean any real property, including the improvements thereto, owned from time to time by the Association for the common use and enjoyment of the owners. The Common Area is owned by the Association and is described in Exhibit C to this Declaration, said exhibit being incorporated herein by reference.

SECTION-3 "Declarant" shall mean and refer to Beacon Homes of Florida, Inc., a Florida Corporation; and, also means Declarant's successors and assigns, Beacon Woods East Homeowners Assn., Inc.

SECTION-4 "Declaration" shall mean this instrument as amended from time to time.

SECTION-5 "Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified and, which is made subject hereto; provided, however, that Lot shall not mean any Common Area as defined or any common element.

SECTION-6 "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any lot (as hereinbefore defined) which is part of the Properties (as hereinafter defined), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION-7 "Parcel" shall mean and refer to all lands within the properties which are not: (a) A Common Area, or (b) a Lot designed for the construction of a single family residence and duly recorded as such on a subdivision plat.

SECTION-8 "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association; provided, however, that such additions, if any, shall, be only from the lands described in Exhibits A and B to this Declaration, said Exhibits being incorporated herein by reference.

SECTION-9 "Voting Member" shall mean the Owner authorized to cast the vote for a Lot as set forth in this Declaration.

ARTICLE II

PROPERTY RIGHTS

SECTION-1 Owner's easements of enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and

(b) the right of the Association to suspend the voting rights and right to use the Common Area or any recreational facilities by any Owner for a period during which any Assessment against his Lot remains "Delinquent" (as per ARTICLE IV, Section 9); and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area 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 agreeing to such dedication or transfer signed by two-thirds (2/3) of the members having voting rights has been recorded.

SECTION 2 Delegation of use . Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot within the Properties. Tenancy does not abrogate the responsibilities of the Owner(s) regarding maintenance, upkeep, maintenance fees and the conduct of the tenant and invitees. Lot Owners are responsible for any and all acts or omissions committed by their licensees, and invitees relative to the use of the Common Areas. The Board of Directors of the Association may suspend the use rights of any Owner, licensee or invitee who violates the provisions of this Declaration, the Articles, By-Laws or the Rules and Regulations promulgated hereunder from time to time.

SECTION-3 Rules and Regulations. The Board of Directors of the Association may, from time to time, adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

SECTION-1 Membership Established. The Association shall have not more than one (1) class of membership, as follows:

A. Membership. Every Owner of a Lot which is within the Properties and has been made subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When fee simple title to a lot is held by more than one (1) natural person, all such natural persons shall be members.

SECTION-2 Voting Rights. Each Membership of the Association shall have voting rights as follows:

A. Voting. There shall be one (1) vote for each Lot owned by one (1) or more members, subject to the following requirements. As to each Lot Owned by one (1) or more members, there shall be filed with the Secretary of the Association Office, A "Voting Member Designation Certificate" which shall name one (1) and only one (1) of the Owners of such Lot as the "Voting Member" for that Lot. Such certificate shall be signed by all owners of such Lot and shall, upon filing with the secretary of the Association Office, be effective until a new certificate is subsequently duly executed by all Owners and filed with the secretary of the Association Office. Only the person named in such certificate, shall be allowed to cast the vote for the subject Lot. A Lot which does not have on record with the secretary of the Association Office, a valid Voting Member Designation Certificate shall not be entitled to a vote; nor shall such Lot be counted as existing for the purpose of determining any percentage or fractions for voting purposes or for total outstanding votes or quorums under this Declaration or for the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION-1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all annual Assessments or charges and all Special Assessments, collectively referred to hereinafter as "Assessments", such Assessments to be established and collected as hereinafter provided in this Declaration. The Assessments, together with interest, costs, Board approved administrative charges, late fees as established from time to time by the Board of Directors and attorney's fees, shall be charged on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late fees, administrative charges and attorneys fees, shall also be the personal obligation of every person who was the Owner of such Lot at the time when the Assessment fell due.

SECTION-2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and homes situated upon the Properties and to improve and maintain the Common Area and improvements thereon.

SECTION-3 Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (hereinafter the "initial year"), the maximum annual Assessment shall be one hundred twenty and No/100 Dollars (120.00), paid quarterly in advance or as the Board of Directors shall otherwise determine.

(a) From and after January 1 of the year following the initial year the maximum annual Assessment may be increased each year not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of the voting members.

(b) From and after January 1 of the year following the initial year the maximum annual Assessment may be increased above ten percent (10%) by a majority vote of a quorum of eligible members as defined in ARTICLE II Section 1 (b) and ARTICLE III Section 2 (a) as having rights at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment at an amount not in excess of the Maximum, as hereinbefore established.

SECTION-4 Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repairs or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, however, that any such Assessment shall have the assent of a majority or a quorum of votes of eligible members as defined in ARTICLE II Section 1 (b) and ARTICLE III Section 2 (a) as having voting rights at a meeting duly called for this purpose.

SECTION-5 Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking action authorized under Section 3b and section 4 of this Article, shall be sent to all voting members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of voting members and limited proxy ballots entitled in ARTICLE II Section 1 (b) and ARTICLE III Section 2 (a) as having voting rights shall constitute a quorum.

SECTION-6 Special Assessments, Emergency. The Board of Directors shall be authorized to levy a Special Assessment in cases of "Emergency." "Emergency," is defined herein as the prospect of irreparable harm to the community or its assets. The Board of Directors shall approve Special Assessments as provided hereinbefore, only by a majority vote of the entire Board.

SECTION-7 Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and, at the discretion of the Board of Directors, may be collected on a quarterly basis.

SECTION-8 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for herein shall commence as to all Lots

the first day of the calendar year. The Board of Directors shall fix the amount of annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Lot Owner subject thereto, or announced in the official publication of the Association. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION-9 Effects of non-Payment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall be considered "Delinquent" and shall bear interest from the due date at the highest rate permitted by Florida Law and Board approved administrative charges and late fees. The Association may bring an action at law against the Owner personally obligated to pay said Assessments and/or interest thereon or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION-10 Subordination of the lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien; provided however the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

SECTION-11 Exempt Property. All portions of the Properties which are dedicated to and accepted by a local public authority, all portions of the Properties which are owned by the Association, and all Parcels shall be exempt from the Assessments created herein.

SECTION-12 Sale or Transfer of Lots, Changes In Ownership Or

Occupancy. Upon the sale or transfer of any Lot within the Properties; it shall be the responsibility of the new Owner to notify the Association office as to the sale or transfer of the Lot. It shall be the obligation of the new Owner to determine that the Association office is in possession of all necessary facts governing the transfer and the address at which the Owner may be contacted. When occupancy of the Lot is changed through tenancy, it shall be the obligation of the Owner of the Lot to notify the Association office of the name(s) of all occupants of the Lot. The Board of Directors shall have the power to promulgate forms to insure the enforceability of the terms contained herein.

ARTICLE V

ARCHITECTURAL CONTROL

SECTION-1 Generally. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, or any Lot herein, nor shall any exterior addition to or changes or alteration of any nature be made upon or to any Lot or structure thereon until the plans and specifications showing the proposed addition, alteration or change shall have been submitted to and approved in writing as to harmony of external design, color and location in relationship to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. All plans and applications submitted must be sent to the Association by Certified mail, or hand delivered and receipted, at 8421 Clayton Blvd; Hudson, Fl 34667 or such other address as the Association may from time to time designate. All completed plans and applications submitted shall be approved or disapproved by the Association within thirty (30) days. The Association may establish any reasonable requirements it deems necessary to grant or deny such Modifications, including but not limited to the submission of full plans and specifications to the Association regarding all structural Modifications or additions.

ARTICLE VI

EXTERIOR MAINTENANCE

SECTION-1 By the Association. The Association shall maintain any and all Common Areas but the Association shall not provide any exterior maintenance upon any Lot except under Section 2 of this Article.

SECTION-2 Owner's Failure to Maintain. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon such Lot and repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such repair, maintenance or restoration shall be added to and become part of the Assessment to which such Lot is subject.

ARTICLE VII

USE RESTRICTIONS

SECTION-1 Generally. The use of the properties shall be in accordance with the following provisions:

(a) **Single Family Residence.** The properties shall be used only for single family residence. A "Single-Family" is defined to mean any number of persons related by blood, marriage, or adoption, or not more than two (2) unrelated persons living as a single housekeeping unit. Each of the Lots for which provision is made by shall be occupied only by a single family as its residence and for no other purpose. No commercial or business operation may be conducted on the Lots at any time. Only one (1) residence may be built on each Lot. No accessory building shall be placed upon a Lot. "Accessory Buildings," shall include but are not limited to any and all structures built, moved, placed, arranged or situated upon any Lot; and which are not a part of the main housing structure as permitted by the original Pasco County building permit.

(b) **Nuisances.** No nuisances shall be allowed upon the Properties, nor any use or practice which is the source of annoyance to residents or which interferes with the residents. All parts of the Properties shall be kept in a

clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. All cans and containers of rubbish, or other discarded matter upon the premises must be placed so as not to be displayed or visible from the front of any Lot or Parcel, except not earlier than 12 hours before pick-up on designated days for collection of trash, garbage, and rubbish, as may be provided by any sanitary service unit, and then only when such service unit required the container or containers to be placed in front of any dwelling.

(c) Soliciting. No soliciting of any kind shall be permitted within or upon the Properties, except as noted herein. "Soliciting" shall include the offer of services, or product, with or without fee. No flyers or hand-outs shall be permitted to be displayed or dispensed within the community. Nothing contained herein shall prohibit legally designated "Charitable" organizations from soliciting contributions provided that such soliciting agency:

- 1. requests permission for such solicitation, in writing at at least ten (10) days in advance of the scheduled event and provides the documentation necessary to complete the "Charitable Solicitation" form; and**
- 2. agrees to perform the "solicitation" only at specified times and dates approved; and**
- 3. specifies the name(s) of the person(s) who will specifically be conducting the active solicitation; and**
- 4. does not interfere with any other activity or event previously planned and approved by the Administrator as herein provided.**

Approval for "Charitable Solicitation" as heretofore provided shall be in writing and the person(s) authorized to conduct such solicitation shall carry on his/her person the written approval form and display it to any member, occupant, employee or administrator requesting same.

** Legally designated "Charitable" organizations shall be defined as any organization in possession of a qualifying certificate from the Internal Revenue Service, declaring "tax-exempt" status for "charitable purposes."**

(d) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies having jurisdiction thereof shall be observed.

(e) Fences, Hedges, Clothes Poles, Garbage, Signs, Lawns, Driveways, Exterior Radio and TV Antennas, Parking and Garage Sales.

(1) Except those which have been erected or planted by Developer, no fences or hedges or similar improvements shall be erected or planted upon any Lot or upon any Common Area without written approval of the Association. No fences shall be erected or maintained on any Lot or Lots which shall be in excess of four (4) feet in height, except hedges of shrubbery, which shall not exceed a height of five (5) feet. Said fences shall conform to and be in keeping with the type of structure and architectural design of the house to which it is appurtenant and in all respects be of pleasing appearance, as determined from time to time by the Board of Directors. No wall fence or solid board fences that obstructs the view of other Owners may be added to the Lots. A fence shall be construed to include any enclosure of any type, except screened patio and pool enclosures. No fence shall be erected or maintained in any front yard or in any yard facing a street or avenue, unless the rear yard fence is hidden from view by means of hedges. "Obstructs" (as herein used) shall be defined as restricting more than 50% of the view of other Owners.

(2) All outdoor clothes drying activities are hereby restricted to the rear yards and, in the cases of Lots with streets bordering two (2) sides, to that portion of the rear yard thereof which is more than twenty-five (25) feet from the edge of each street.

(3) Outdoor permanent clotheslines shall be prohibited. Portable rotary or reel type clothes dryers will be permitted in rear yards only. On corner Lots such portable dryers will not be placed within twenty-five (25) feet of a side street line. Clothes dryers must be stored when not in use. Tree to tree; house to tree; house to fence; or, tree to fence clothes lines are prohibited.

(4) All garbage and trash containers, oil, water and gas tanks must be

placed and maintained below ground level or in enclosed areas so constructed as to render the contents thereof hidden from view from adjoining Lots. Mobile outdoor grills, their tanks and associated apparatus shall be maintained only in the rear yard. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

(5) Except as otherwise provided in this paragraph, no signs of any nature whatsoever shall be erected or displayed upon any of the Properties other than that by the Association. Every Owner has a right, without the consent of the Association, to place upon his Lot one (1) but only one (1), professionally made sign which shall not be larger than (5) square feet, and which shall contain no wording other than "For Sale" or "For Rent", the name and address of one (1) registered real estate broker and a phone number of Owner or his agent. A sign, advertising Garage Sales, conforming in size requirements to this paragraph, may be displayed on Owner's Lot only on the day of the sale; and, must conform to requirements and restrictions as hereinafter set forth. [see ARTICLE VII, Section 1 (e) (10)]

(6) All yards and lawns shall be maintained in a neat and attractive condition by their Owners. No stone lawns, asphalt, cement, mulch or other artificial materials shall be installed on the Lots in place of natural sod grass yards, except that small areas of mulch, gravel and vegetable gardens may be placed around landscaping provided that such areas do not cover more than 20% of the back yard area; and small areas of mulch, and gravel may be placed around landscaping provided that such areas do not cover more than 20% of the front yard area or more than 20% of the side yard areas (10% each side). If the home is unoccupied or vacant for extended periods of time such as vacations, it shall be the Owner's responsibility to insure proper maintenance of the yard and lawn in his absence. The natural sod grass shall be maintained by the Lot owner in the following manner:

(a) The combined area of bare patches in the natural sod grass lawn that exceeds ten (10%) percent of any front, back or side lawn is in violation of these restrictions and the Owner shall promptly re-sod such bare patches within 15 days of notification of the Owner by the Association;

(b) The sod grass shall be cut by the Owner regularly so as not to exceed more than 8 inches in height.

(7) Driveways shall not be extended without Architectural Committee approval. The extension shall, in no event, exceed eight (8) feet in the aggregate and shall be aesthetically pleasing to the Architectural Committee.

(8) No exterior radio, television or electronic antenna, satellite receiver, dish, antenna or aerial may be erected or placed on the Lot or building thereon, except that any attic or "under roof" antenna not visible from any portion of the exterior of any building may be installed by a Lot Owner and one (1) television antenna of standard size and configuration may be affixed to the exterior of the residence constructed on a Lot provided such antenna is not higher than ten (10) feet above the highest point of such residence. No other exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the Properties, or buildings or structures located thereon, except for the recreational facilities of the Association. All such exterior installations as described herein shall require the approval of the Architectural Committee.

(9) The parking or storage of vehicles, except upon the paved areas of the properties, is prohibited without the express prior written permission of the Association. The overnight parking of vehicles of any kind upon the Properties' roadways is prohibited. The parking of trucks, boats, trailers, motor homes, campers, recreational vehicles, commercial vehicles, and inoperable vehicles of any type on any of the Properties, unless inside a covered garage is prohibited. Delivery trucks or service vehicles while in the process of performing services are permitted. A "Commercial Vehicle" is any vehicle with a business name or message on it or any vehicle that is used commercially for the transportation of property or people. Transportation of property means to carry materials, or any items used in business, such as tools, lawn equipment, printing supplies for a printing company, surveying equipment, etc. Transportation of people means to carry people for hire, such as a taxi, bus, limousine, or church conveyance. Pick-up trucks are not per-se prohibited, provided they do

not meet the definitions heretofore describing "Commercial Vehicles."

(10) Garage Sales, shall be permitted only once per year, per Owner. All such Garage Sales shall be subject to approval by the Association, and requests for same shall be submitted in writing to the Association office, not less than ten (10) nor more than fifteen (15) days before the scheduled event. The Board of Directors may set rules and regulations from time to time, governing the conduct of Garage Sales; and, in no event shall the restrictions be more permissive than Pasco County Laws or ordinances in effect at that time.

(f) Insurance Rates. No Owner shall permit or suffer anything to be done or kept on his Lot, or any Common Area, which will increase the rate of insurance on any other Lot or Common Area, or which will obstruct or interfere with the right of other occupants of other Lots or the Properties or annoy such occupants by unreasonable noises or create any unsightly condition.

(g) License. Whenever it is necessary to enter upon any Lot for the purpose of performing any maintenance, alteration or repair to the exterior of the Lot or to any portion of Common Area, the Owner of each Lot shall permit other Owners or their representatives or the duly constituted and authorized agent of the Association to enter upon such Lot, any structure improvement situated thereon, or to go upon the Common Areas constituting an appurtenance to any such Lot for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

(h) Modifications. No Owner shall cause any addition, modifications, improvements or changes to be made on the exterior of any structure or improvement on their Lot, including painting, stone work or veneer, brick work or veneer, stucco or stucco veneer or any facade of any nature or other decoration, or installation of electrical wiring, machinery, water-softener or air-conditioning, or other devices which may protrude through walls or the roof of the structure, or in any manner change the drainage, grade, landscape or appearance of any portion of the structure not within the walls of said structure, without first obtaining the written consent of the Association. Structural additions to residences after initial

construction by Developer must be confined to any area 15 feet from rear line, 7.5 feet from side Lot line, and 20 feet from front Lot line. The minimum set-back requirement for all permitted alterations shall in no event be less than 5 feet from the rear Lot line, except for approved fences. Prior to the commencement of the additions, modifications, alterations of improvements described, herein above, all building plans and specifications, including plot and plat plans, grading plan and materials list, for the original construction, alteration or addition of the structure, or for the landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure, shall be approved in writing by the Association, its successors or designated assignees. All plans and applications submitted must be to the Association by Certified mail, or hand delivered and receipted, at 8421 Clayton Blvd; Hudson, Fl 34667 or such other address as the Association may from time to time designate. All completed plans and applications submitted shall be approved or disapproved by the Association within thirty (30) days. The Association may establish any reasonable requirements it deems necessary to grant or deny such modifications, including but not limited to the submission of full plans and specifications to the Association regarding all structural modifications or additions.

(i) Portable or temporary buildings. No Portable or temporary building, shed, trailer, trailer base, tent, shack, garage, carport or other outbuilding may be placed on any portion of the Properties, except that temporary sanitary facilities may be placed on the Properties and remain there during the course of active and approved construction and development of the Properties. Play-houses, dog houses, dog runs, play enclosures and playground equipment of any kind shall require Architectural Committee or Board approval and shall meet specifications as periodically adopted by the Board of Directors.

(j) Damages. The Owner of each Lot must promptly correct any condition upon their Lot which, if left uncorrected, would adversely affect any portion of the Properties.

(k) Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats and

other customary and usual household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes, and further provided that whenever and at all times that any such household pet is outside the interior portion of the residence of the Owner, such pet shall be leashed and be in full direct physical control by the Owner or a family member or servant of the Owner.

(l) Perimeter Walls and Fences. No Owner shall remove, modify, replace, repair, paint or stain any perimeter wall or fence of the Properties or attach anything whatsoever to such wall or fence or permit the growth of any plant, tree or shrub which shall abut such wall or fence, WITHOUT ARCHITECTURAL COMMITTEE APPROVAL.

(m) Trees. No Owner shall remove, damage, trim, prune or otherwise alter any tree on the Properties, the trunk of which tree is four (4) inches or more in diameter at a point twenty-four (24) inches above the ground level, except as follows:

(1) With the express written consent of the association and Pasco County government, as may be required.

(2) If the trimming, pruning, or other alteration of such tree is necessary because the tree or portion thereof creates imminent danger to person or property and there is not sufficient time to contact the Association for approval.

(3) Notwithstanding the foregoing limitation, an Owner may perform, without consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Owners Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or cause premature deterioration or shortening of the life span of any such tree.

(4) It is the express intention of this subsection (m) that trees existing on Properties at the time such Properties are made subject to this declaration, and those permitted to grow on the Properties after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner

most favorable to the preservation of that policy and intent.

(n) Pools. No above ground swimming pools or wading pools shall be placed upon or maintained upon any Lot. The installation of an above-ground spa, hot-tub, or Jacuzzi shall be permitted with the approval of the Architectural Committee, and subject to restrictions and guidelines which may be established from time to time, by the Board of Directors.

(o) Docks, Piers, Etc. No docks, piers or similar structures shall be constructed on the Properties without the prior written approval of the Association.

(p) Architectural Committee, Appeal Decision Of. Except as otherwise specifically prohibited, the Board of Directors shall act as the final decision making body for all matters of Architectural Control and Use Restrictions. In the event that an Owner of any Lot wishes to appeal a decision of the Architectural Committee; the Owner may do so by submitting, in writing, a request for a Review of Architectural Committee Decision, at least (30) days in advance of a scheduled meeting of the Board of Directors.

The Owner so requesting must appear in person or by representative, before the Board at the scheduled time, date and location of the Board meeting.

(q) Hearing, Fining and Violation Dispute Resolution. Upon written notice of a complaint regarding any of the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions; the Articles of Incorporation; the Association's By-Laws; or the Rules and Regulations; as may from time to time be amended; the Association's Board of Directors shall be empowered to conduct a hearing; wherein the evidence of the violation is submitted by testimony and written affidavit. Upon the completion of all testimony, the Board of Directors shall deliberate to determine if a violation is deemed to have existed. By a vote of a majority of the Board of Directors, the Board may:

- 1. Reprimand the violator and maintain a copy of the formal reprimand in the Lot Owners file.**

2. Levy a fine per violation, per day; which fine may be established, from time to time, by the Board of Directors; but must not exceed twenty-five dollars (\$25.00) per violation, per day. The establishment of fines is to be by resolution of the Board of directors and shall be available and published for Lot Owner's perusal.

3. Any fines levied in accordance with the aforementioned subsections shall be deemed a "Special Assessment" and collectable in the same manner as "Maintenance Assessments"

ARTICLE VIII

PARTY WALLS

SECTION 1. General Rules of Law to Apply. In the event of the residential structures constructed upon the Properties have any common wall (such as in the case in "attached" housing), then each wall which is built as part of the original construction of such residences upon the Properties and placed on the dividing line between the Lots shall constitute a party wall (hereinafter "Party Wall"), and, to the extent no inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of

this Article, an Owner who is negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.]

SECTION 5. Right to Contribution Runs With Land. The rights of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and those two (2) arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding upon the disputing parties.

ARTICLE IX

ADDITIONS TO THE PROPERTIES

SECTION 1. Methods and Procedures for Making Additions to the Properties. The Owners of a Lot within the real property described in Exhibit B shall have the right to bring their Lot within the jurisdiction and control of the Association by causing to be recorded in the Public Records of Pasco County, Florida, an instrument, duly executed by all the record Owners of said Lot, which makes such Lot subject to, as a covenant running with the land, each term, condition, covenant and restriction of this Declaration, which shall be recorded by the Declarant in the Public Records of Pasco County, Florida, pursuant to Section 695 Florida Statutes.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, or any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The successful party to any litigation under this chapter shall be eligible to reimbursement of its attorney's fees and costs associated

with such litigation.

SECTION 2. Severability Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect

SECTION 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

SECTION 4. Amendments. Except as otherwise provided in this Declaration for additions to the Properties, this Declaration may be amended by an instrument signed by the Owners of not less than fifty (50) percent of the Lots within the Properties. There is hereby reserved to the Association the right an authority, for a period of ten (10) years from the date of recording of this Declaration to amend or modify the terms hereof without the consent or approval of any Owner; provided, however, that any such amendment shall not destroy the general scheme or plan of development set forth in this Declaration. The Association, as heretofore provided may amend this Declaration only by a unanimous vote of the Board of Directors. Any amendment to this Declaration must be recorded in the Public Records of Pasco County to become effective.

THIRD AMENDMENT TO

AMENDED AND RESTATED DECLARATION OF COVENANTS

CONDITIONS AND RESTRICTIONS OF BEACON WOODS EAST

WHEREAS, there has been filed and Amended and Restated Declaration of Covenants, Conditions and Restrictions of Beacon Woods East on April 9, 1992 in the County of Pasco, in the State of Florida, OR 3013, Pages 0603 to 0619;

WHEREAS The Board of Directors of Beacon Woods East has voted five (5) for and zero (0) against at a Board of Directors Meeting held at 7:00 P.M. on November 21, 1995, at 8421 Clayton Boulevard, Hudson, Florida

34667. This is to certify that at that time there were only five (5) Directors on the Board of Directors. Therefore, this was a unanimous vote of the Board of Directors.

Pursuant to the authority granted to it in Article X, Section 4 of the Declaration, hereby amends the Declaration as follows as to, Article X, Section 4 is amended in its entirety to read as follows:

SECTION 4, AMENDMENTS. Except as otherwise provided in this Declaration for additions to the Properties, this Declaration may be amended by an instrument signed by the owners of not less than fifty (50%) per cent of the lots within the Properties, provided, however, that any such amendment shall not destroy the general scheme or plan of development set forth in this Declaration..