

AMENDED AND SUBTRACTED DECLARATION OF AGREEMENTS

BEACON WOODS EAST TERMS & RESTRICTIONS  
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 VILLAGE1&2  
RAVENSWOOD VILLAGE 1 BEACON RIDGE, WOODBINE VILLAGE  
BEACON RIDGE, WOODBINE VILLAGE TRACT A

Declaration  
OF AGREEMENTS, CONDITIONS AND RESTRICTIONS  
FROM BEACON WOODS EAST

ARTICLE I

Definitions

Section-1 "Association" means and refers to Beacon Woods East Homeowners Assn., Inc. a Florida non-profit corporation, its heirs, successors, and assigns.

Section 2 "Common Area" means any real property, including improvements thereto, owned by the Association for the common use and enjoyment of the owners. The common area is the property of the Association and is described in Exhibit C of this Statement, such documentary evidence is incorporated herein by reference.

Section-3 "Filer" means and refers to Beacon Homes of Florida, Inc., a Florida Corporation; and, also means successors and assigns of Declarant, Beacon Woods East Homeowners Assn., Inc.

Section 4 "Declaration": this instrument as amended from time to time.

Section-5 "Lot" shall mean and refer to the least fractional portion of the subdivided lands within any duly registered plat of any subdivision made subject to hereunder and having limited fixed boundaries and a number, letter, or other assigned name by which it may be identified and, which is subject hereto; provided, however, that the Lot does not refer to any common area as defined or any common element.

O.R. 3080 PAGE 1201

SECTION-6 "Owner" means and refers to the Owner of record, whether one (1) or more persons or entities, from a simple title fee to any lot (as defined herein) that is part of the

Properties (as hereinafter defined), including contract sellers, but excluding those who have such an interest merely as security for the performance of an obligation.

SECTION-7 "Parcel" means and refers to all land within properties other than: (a) A common area, or (b) a lot designed for the construction of a single family residence and duly registered as such on a subdivision plate.

SECTION-8 "Property" shall mean and refer to the real property herein described, and such additions as may hereafter be placed within the jurisdiction of the Association; provided, however, that such additions, if any, are only to the lands described in Exhibits A and B to this Statement, such Exhibits shall be incorporated herein by reference.

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

## ARTICLE II

### PROPRIETARY RIGHTS

SECTION-1 Owner's easement. Every owner shall have the right and easement of enjoyment in and for the Common Zone which shall be the pledge and shall pass with title to each 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 located in the common area; And

(b) the right of the Association to suspend voting rights and the right to use the common area or any recreation center by any Owner during a period during which any Assessment against your Lot remains "Delinquent" (per ARTICLE IV, Section 9); and for a period not to exceed sixty (60) days for any violation of its published rules and regulations; And

(c) the right of the Association to dedicate or transfer all or part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No dedication or transfer shall be effective unless an instrument accepting such dedication or transfer signed by two-thirds (2/3) of the voting members has been registered.

Operating Room 3080 Page 1202

SECTION- 2 Delegation of use. Any Owner may delegate, in accordance with the Association's Bylaws, his or her right of enjoyment of the common area and facilities to his or her family members, tenants or contractual purchasers residing on his or her Lot within the Properties. Tenancy does not derogate from the responsibilities of the Owner(s) with respect to maintenance, upkeep, maintenance expenses, and the conduct of the tenant and guests. Lot Owners are responsible for any and all acts or omissions

committed by their licensees, and invitations in connection with 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 Statement, the Articles, Bylaws, 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, modify, and rescind reasonable rules and regulations governing the use of the Lots and the Common Area, which are rules and regulations shall be compatible with the rights and duties set forth in this Statement.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

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

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

SECTION-2 Right to Vote. Each Member of the Association shall have the right to vote 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, a "Certificate of Voting Member Designation" shall be filed with the Secretary of the Association Office naming 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 the owners of such Lot and, upon presentation to the secretary of the Association Office, shall be effective until a new certificate is subsequently duly executed by all the Owners and presented to the secretary of the Association Office. Only the person named on such certificate will be allowed to cast the vote for the subject lot.

Operating Room 3080 Page 1203

A Lot that is not registered with the secretary of the Association Office, a valid Certificate of Designation of Voting Member will not have the right to vote; nor shall such Lot be counted as existing for the purpose of determining any percentage or fractions for voting purposes or for the total votes or quorums pending under this Declaration or for the Association.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION-1 Creation of the lien and personal obligation of the evaluations. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by accepting the deed thereof, whether or not expressed in such action, shall be deemed to have agreed and agreed to pay to the Association all annual Assessments or charges and all Special Assessments, collectively referred to herein as "Assessments", such Assessments shall be established and collected as hereinafter provided in this Statement. The assessments, together with interest, costs, administrative charges approved by the Board, late fees established from time to time by the Board of Directors, and attorney's fees, shall be charged on the land and shall be an ongoing lien on the Lot against which each such Assessment is made. Each such assessment, together with interest, costs, late fees, administrative fees, and attorneys' fees, shall also be the personal obligation of any person who was the Owner of such Lot at the time the Assessment was due.

SECTION-2 Purpose of Evaluations. The Assessments received by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and Homes located on the Properties and to improve and maintain the Common Area and improvements thereto.

SECTION-3 Maximum Annual Evaluations. Through January 1 of the year immediately following the transportation of the first Lot to an Owner (the "Initial Year"), the maximum annual Assessment shall be one hundred and twenty and \$100 (120.00), paid quarterly in advance or as otherwise determined by the Board of Directors.

(a) Beginning January 1 of the year following the initial year, the maximum annual evaluation of my evaluation is increased each year by no more than ten percent (10%) above the maximum evaluation of the previous year without the vote of the voting members.

(b) From January 1 of the year following the

Operating Room 3080 Page 1204

In the initial year, the maximum annual evaluation may be increased above ten percent (10%) by a majority vote of a quorum of eligible members, as defined in Section 1(b) of ARTICLE II and ARTICLE III Section 2(a) as entitlements at a meeting duly called for this purpose.

(c) The Board of Directors may set the Annual Evaluation at an amount not exceeding the Maximum, as set forth herein.

SECTION-4 Special Assessments for Capital Improvements. In addition to the Annual Evaluations authorized above, the Association may charge, in any evaluation year, the Special Evaluations applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital

improvement in the common area, including fixtures and personal property related thereto; provided, however, that such evaluation has the acceptance of a majority or quorum of votes of the eligible members, as defined in section 1 b) of ARTICLE II and section 2 a) of ARTICLE III as the holder of voting rights at a meeting duly called for that 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 before the meeting. At such meeting, the presence of the voting members and the limited proxy ballots entitled to ARTICLE II Section 1(b) and ARTICLE III Section 2(a) as voting members shall constitute a quorum.

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

SECTION-7 Uniform Assessment Rate. Annual and special assessments must be set at a uniform rate for all Lots and, at the discretion of the Board of Directors, may be charged quarterly.

SECTION-8 Start Date of Annual Assessments; Expiration dates. The annual evaluations provided for in this document shall commence for all Lots on the first day of the calendar year. The Board of Directors will set the amount of the annual evaluation in each lot at least thirty (30) days in advance of each annual evaluation period.

O.R.3080 Page 1205

Written notice of the Annual Assessment shall be sent to each Lot Owner subject hereto, or announced in the official publication of the Association. The expiration date will be established by the Board of Directors. The Association will, upon request, and for a reasonable fee, provide a certificate signed by an officer of the Association stating whether assessments have been paid for in a specified batch. A duly executed certificate from the Association as to the status of Evaluations on a Lot is binding on the Association as of the date of its issuance.

SECTION-9 Effects of non-payment of evaluations: Remedies of the Association. Any assessment not paid within thirty (30) days of the due date will be considered "Delinquent" and will have interest as of the due date at the highest rate permitted by Florida Law and Board-approved administrative fees and late fees. The Association may file a legal claim against the Owner personally obligated to pay such Assessments and/or interest thereon or void the lien against the Lot. No Owner may waive or otherwise

escape liability for the Assessment provided herein for non-use of the common area or abandonment of their Lot.

SECTION-10 Subordination of the lien to the Mortgage. The lien on the appraisals provided for herein shall be subject to the lien on any first mortgage. The sale or transfer of any Lot will not affect the assessment lien; provided, however, that the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the garnishment of assessments as to payments due prior to such sale or transfer. No sale or transfer shall relieve such Lot of liability for or encumbrance thereof.

SECTION-11 Exempt Property. All parts of the Properties that are dedicated to and accepted by a local public authority, all parts of the Properties that are owned by the Association, and all Parcels will 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 will be the responsibility of the new Owner to notify the Association office as to the sale of the transfer of the Lot. It shall be the obligation of the new Owner to determine that the office of the Association 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 tenure, it shall be the obligation of the Lot Owner to notify the Association office of the name(s) of all occupants of the Lot. The Governing Body shall have the authority to promulgate forms to ensure the enforceability of the terms contained herein.

Operating Room 3080 Page 1206

#### ARTICLE V ARCHITECTURAL CONTROL

SECTION-1 Generally. No building, fence, wall, or other structure shall be started, erected, or maintained upon the Properties, or any Lot hereunder, nor shall any exterior addition or changes or alterations of any nature be made upon or to any Lot or structure thereon until plans and specifications showing the proposed addition, alteration, or change have been submitted and approved in writing as to the harmony of the external design, color and location in relation to the surrounding structures and topography by the Association's Board of Directors, or by an Architecture Committee composed of three (3) or more representatives appointed by the Board of Directors. All plans and applications submitted must be sent to the Association by certified mail, or delivered and received by hand, at 8421 Clayton Blvd; Hudson, Fl 34667 or such other address as the Association may designate from time to time. All completed plans and applications submitted will be approved or rejected by the Association within thirty (30) days. The Association may establish such reasonable requirements as it deems necessary to grant or deny such Modifications, including but not limited to the submission of complete plans and specifications to the Association with respect to 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 on any Lot, except under Section 2 of this Article.

SECTION-2 Landlord Maintenance Failure. In the event that as the Owner of any Lot on the Properties you fail to maintain the facilities and improvements situated therein in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter such Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected therein. The cost of such repair, maintenance or restoration shall be added to and form part of the assessment to which such lot is subject.

O.R.3080 Page 1207

## ARTICLE VII

### RESTRICTIONS ON USE

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

(a) Single-family residence. The establishments will be used only for the single-family residence. A "single family" is defined as any number of persons related by blood, marriage, or adoption, or no more than two (2) unrelated persons living as a single cleaning unit. Each of the Lots for which this declaration is provided for will be occupied only by a single family as a residence and for no other purpose. No trading or trading operations may be carried out on the Lots at any time. Only one (1) residence can be built in each Lot. No accessory building shall be placed on a Lot. "Accessory buildings" shall include, but are not limited to, any and all structures constructed, moved, placed, arranged or situated on any Lot; and that are not part of the main structure of the dwelling as permitted by the original Pasco County building permit.

(b) Discomfort. No nuisance will be permitted on the Properties, or any use or practice that is the source of nuisance to residents or interferes with residents. All parts of the Properties will be kept in a clean and sanitary condition, and no garbage, trash or trash will be allowed to accumulate, or any fire hazard. All cans and containers of any kind used for the collection and disposal of trash, trash, trash, or other material discarded

on the premises must be placed so that they are not displayed or visible from the front of any Lot or Parcel, except no earlier than 12 hours prior to pickup on designated days for trash collection, garbage and garbage, as can be provided by any sanitary service unit, and only when said service unit requires that the container or containers be placed in front of any dwelling.

(c) Request. No solicitation of any kind will be permitted in or on the Properties, except as stated herein. "Request" shall include the offering of services, or products, with or without charge. Flyers or brochures will not be allowed to be displayed or dispensed within the community. Nothing contained herein shall prohibit legally designated "charitable" organizations from soliciting contributions so long as such requesting agency:

1. Request permission for such a request, in writing at at least ten (10) days prior to the scheduled event, and provides the necessary documentation to complete the "Charitable Solicitation" form; And

Operating Room 3080Page 1208

2. You agree to make the "request" only in approved times and dates; And

3. Specify the name(s) of the person(s) who be carrying out the active application; And

4. does not interfere with any other activity or event previously planned and approved by the Administrator as provided herein.

Approval for the "Charity Solicitation" as hereby provided shall be in writing and the person(s) authorized to carry out such solicitation shall personally carry out the written approval form and display it to any member, occupier, employee, or manager requesting the same. Legally designated "charitable" organizations will be defined as any organization in possession of a qualified certificate from the Internal Revenue Service, declaring "tax-exempt" status for "charitable purposes."

(d) Lawful Use. No immoral, improper, offensive or illegal use of the Properties, or any part thereof, shall be made. All valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be followed. You will be responsible for meeting the requirements of the competent government agencies for your needs.

(e) Fences, hedges, clothing polishes, trash, signs, lawns, paths, outdoor radio and TV antennas, parking, and garage sales.

(1) Except those that have been erected or planted by the Developer, no fences or hedges or similar improvements shall be erected or planted on any Lot or in any common area without the written approval of the Association. No fences shall be erected or maintained in any Lot or Lot exceeding four (4) feet in height, except shrub hedges, not exceeding a height of five (5) feet. Such fences shall conform and conform to the type of structure and architectural design of the house to which it is graced and, in all respects, be pleasing in appearance, as determined from time to time by the Board of Directors. No wall fences or solid fences that obstruct the view of other Owners may be added to the Lots. A fence shall be construed to include any enclosure of any kind, 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 is hidden from view by hedges. "Obstructions" (as used herein) shall be defined as restricting more than 50% of the opinion of other Owners.

Operating Room 3080 Page 1209

(2) All outdoor drying activities are limited to backyards and, in the case of Lots with streets bordering two (2) sides, to that portion of the backyard of the same that is more than twenty-five (25) feet from the edge of each street.

(3) Permanent outdoor clotheslines shall be prohibited. Only portable rotary or reel clothes dryers will be allowed in backyards. At the corner of Lots, such portable dryers shall not be placed within twenty-five (25) feet of a side street line. Clothes dryers should be stored when not in use. From tree to tree; tree house; house nearby; or, trees to fence clothing lines are prohibited.

(4) All trash and trash containers, oil, water, and gas tanks must be placed and maintained below ground level or in enclosed areas that can be hidden from adjacent lots. Outdoor mobile grills, their tanks and associated appliances will be maintained in the backyard only. All parts of the Properties will be kept in a clean and sanitary condition, and no garbage, trash or trash will be allowed to accumulate, or any fire hazard.

(5) Except as otherwise provided in this paragraph, no signs of any nature shall be erected or displayed on any of the Properties presented by the Association. Each Owner has the right, without the consent of the Association, to place on its Lot one (1) but only one (1), a professional mark sign that shall not be greater than (5) square feet, and which shall not contain any wording other than "For Sale" or "For Rent," the name and address of one (1) registered real estate broker and a telephone number of the Owner or its agent. A sign, Garage Sales Advertisement, subject to the size requirements of this paragraph, may be displayed on the Owner's Lot only on the day of the sale; and, must comply with the requirements and restrictions established below. [See ARTICLE VII, Section 1(e)]  
(10)]

(6) All yards and lawns shall be maintained in an orderly and attractive condition by their Owners. No stone lawns, asphalt, cement, mulch, or other man-made materials

shall be installed on the Lots in lieu of natural grass yards, except that small areas of mulch, gravel, and orchard may be placed around the landscaping, provided that such areas do not cover more than 20% of the backyard area; and small areas of mulch, and gravel may be placed around landscaping, provided 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

Operating Room 3080 Page 1210

unoccupied or empty for long periods of time, such as holidays, it will be the Owner's responsibility to ensure proper maintenance of the yard and lawn in their absence. The lot owner will maintain the natural grass as follows:

(a) The combined area of bare patches on natural grass in excess of ten (10%) percent of any front, rear, or side grass is in violation of these restrictions and Owner shall immediately re-light such bare patches within 15 days of Owner's notice by the Association;

(b) The owner shall regularly mow the grass to no exceed 8 inches in height.

(7) Entries will not be extended without the approval of the Architectural Committee. The extension shall not exceed, in any case, eight (8) feet in aggregate and shall be aesthetically pleasing to the Architecture Committee.

(8) No outdoor radio, television, or electronic antenna, satellite receiver, antenna, or outdoor antenna may be erected or placed on the lot or in the building, except that any attic or "indoor" antenna that is not visible from any part of the exterior of any building and one (1) television antenna of standard size and configuration may be placed on the exterior of the residence constructed on a Lot provided that such antenna is not higher than ten (10) feet above the highest point of such residence. No other outdoor radio, television, or electronic or aerial antenna shall be erected, maintained, or operated upon any of the Properties, or buildings or structures located therein, except for the Association's recreational facilities. All exterior installations described herein will require the approval of the Architectural Committee.

(9) Parking or storage of vehicles, except in paved areas of the buildings, is prohibited without the prior express written permission of the Association. Overnight parking of vehicles of any kind on the roads of the Properties is prohibited. The parking of trucks, boats, trailers, motorhomes, motorhomes, RVs, commercial vehicles, and inoperable vehicles of any kind at any of the Properties, unless prohibited within a

covered garage. Delivery trucks or service vehicles are permitted during the service delivery process. A "Commercial Vehicle" is any vehicle with a company name or message on it or any vehicle that is used commercially for the transportation of property or persons.

Operating Room 3080 Page 1211

Transporting property means carrying materials, or any items used in the business, such as tools, lawn equipment, printing supplies for a printing company, surveying equipment, etc. Transporting people means transporting people for hire, such as a taxi, bus, limousine, or transport to church. Collection trucks are not prohibited per se, as long as they do not meet the definitions described so far "Commercial Vehicles".

(10) Garage sales will only be allowed once a year, per owner. All such Garage Shows shall be subject to approval by the Association, and requests therefor shall be submitted in writing to the Association's office, not less than ten (10) nor more than fifteen (15) days prior to the scheduled event. The Board of Directors may establish rules and regulations from time to time, which govern the conduct of Garage Sales; and, in no event shall the restrictions be more permissive than the laws or ordinances of Pasco County then in effect.

(f) Insurance Rates. No Owner shall permit or suffer to be made or maintained on their Lot, or in 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 disturb such occupants by unreasonable noise or create any unsightly condition.

(g) License. Whenever it is necessary to participate in any Lot for the purpose of performing any maintenance, alteration or repair to the outside of the Lot or to any part of the 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 such Lot, any improvement of the structure located therein, or go to the common areas that constitute a stay of said Lot for that purpose. Such entry shall be made at reasonable times and with reasonable notice, except in cases of emergency.

(h) Modifications. No Owner shall cause any addition, modification, improvement, or change to be made to the exterior of any structure or improvement to its Lot, including painting, stone or veneer work, brick or veneer work, stucco or stucco veneer or any façade of any nature or other decoration, or the installation of electrical wiring, machinery, water softener or air conditioner, or other devices that may protrude through walls or the roof of the structure, or in any way change the drainage, grade, landscape or appearance of any part of the structure that is not within the walls of such structure, without first obtaining the written consent of the Association. Structural additions to

residences after initial construction by Developer must be limited to any area within 15 feet of the back line, 7.5 feet of the side lot line, and 20 feet from the front lot line.

Operating Room 3080 Page 1212

The minimum reservation requirement for all permitted modifications 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, modifications of improvements described, above, all construction plans and specifications, including parcel and sheet plans, classification plan, and bill of materials, for the original construction, alteration, or addition of the structure, or for the landscaping of yards of a shipyard that abuts 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 assigns. All plans and applications submitted must be to the Association by certified mail, or delivered and received by hand, at 8421 Clayton Blvd; Hudson, Fl 34667 or such other address as the Association may designate from time to time. All completed plans and applications submitted will be approved or rejected by the Association within thirty (30) days. The Association may establish such reasonable requirements as it deems necessary to grant or deny such modifications, including but not limited to the submission of complete plans and specifications to the Association with respect to all structural modifications or additions.

(i) Portable or temporary buildings. No portable or temporary building, shed, trailer, trailer base, shop, shack, garage, carport, or other outbuilding may be placed on any part 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. Playhouses, dog houses, dog races, play enclosures, and playground equipment of any kind shall require approval from the Architectural Committee or the Board and shall comply with specifications periodically adopted by the Board of Directors.

(j) Damages. The Owner of each Lot must promptly correct any condition on their Lot that, if not corrected, would adversely affect any part of the Properties.

(k) Animals. No animal, 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 customary household pets may be kept, provided that they are not kept, bred or kept for any commercial purpose, and further provided that as long as and at all times such domestic pet is outside the interior part of the Owner's residence, such pet shall be leashed and under 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 wall on the perimeter or near the Properties or attach anything to be done to such wall or fence or permit the growth of any plant, tree, or shrub

permitting such wall or fence, WITHOUT APPROVAL OF THE ARCHITECTURAL COMMITMENT.

Operating Room 3080 Page 1213

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

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

(2) If trimming, pruning, or other alteration of such tree is necessary because the tree or part thereof creates an imminent danger to person or property and there is insufficient time to contact the Association for approval.

(3) Notwithstanding the foregoing limitation, a Owner may, without the consent of the Association, perform the normal and customary trimming and pruning of such tree, the base or trunk of which is located in such Owner's Lot, provided that such trimming or pruning shall not materially alter the shape or configuration of such tree or cause premature deterioration or shortening of the lifespan of such tree.

(4) It is the express intent of this subsection (m) that trees existing on the Properties at the time of such Properties shall be subject to this statement, and those permitted to grow on the Properties after such time, shall be preserved and maintained to the best of their natural state and condition. Accordingly, these provisions shall be interpreted in a manner most favorable to the preservation of such policy and intent.

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

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

(p) Committee on Architecture, Appeal Decision of. Unless specifically prohibited otherwise, the Board of Directors shall act as the final decision-making body for all matters of Architectural Control and Restrictions on Use.

In the event that an Owner of any Lot wishes to appeal a decision of the Architecture Committee; the Owner may do so by submitting, in writing, a request for Review of the Decision of the Architectural Committee, at least (30) days prior to a scheduled meeting of the Board of Directors.

The Owner who requests it must appear in person or by proxy, before the Board at the scheduled time, date, and place of the Board meeting.

(q) Resolution of Hearing, Fining, and Violation Disputes. Upon written notification of a complaint with respect to any of the provisions of the Amended and Subtracted Covenants, Conditions and Restrictions; the Articles of Incorporation; the Statutes of the Association; or the Rules and Regulations; as amended from time to time; the Board of Directors of the Association shall be empowered to hold a hearing; in which evidence of the violation is presented by testimony and written affidavit. Upon completion of all testimony, the Governing Body shall deliberate to determine whether a violation is deemed to have occurred. By a majority vote of the Management Board, the Board may:

1. Reprimand the offender and keep a copy of the formal reprimand on file with Lot Owners.
2. Charge a fine per violation, per day; that the fine may be established, from time to time, by the Board of Directors; but it must not exceed twenty-five dollars (\$25.00) per violation, per day. The establishment of fines shall be by resolution of the Board of Directors and shall be available and posted for the Lot Owner's review.
3. Fines imposed pursuant to the above subsections shall be considered a "Special Assessment" and may be collected in the same manner as "Maintenance Assessments"

## ARTICLE VIII

### PARTY WALLS

Section 1. General Rules of Application. In the case of residential structures built on the Properties have any common wall (as in the case of the "attached" dwelling), then each wall that is constructed as part of the original construction of such residences on the Properties and placed on the dividing line between the Lots shall constitute a wall of the part (hereinafter "Party Wall"), and, to the extent not inconsistent with the provisions of this Article, the general rules of law relating to the walls of the parties and liability for damage to property due to negligence or intentional acts or omissions shall apply.

Operating Room 3080 Page 1215

Section 2. Share repair and maintenance. The cost of reasonable repair and maintenance of a wall of the part shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Victim. If a party wall is destroyed or damaged by fire or other victim, any Owner who has used the wall may restore it, and if the other Owners make use of the wall, they shall contribute to the cost of the restoration of the wall in proportion to such use without prejudice, however, to the right of such Owners to demand a greater contribution from others under any rule of law in relation to liability for acts or negligent or intentional omissions.

Section 4. Waterproofing. Notwithstanding any other provision of this article, the Owner who negligently or intentionally causes the party's wall to be exposed to the elements shall bear the entire cost of providing the necessary protection against such elements.]

Section 5. The right to the contribution runs with the land. The rights of any Owner to the contribution of any other Owner under this Article shall be conformable to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising with respect to 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 on the disputing parties.

## ARTICLE IX

### ADDITIONS TO PROPERTIES

Section 1. Methods and procedures for making additions to properties. The Owners of a Lot within the real property described in Exhibit B shall have the right to place their Lot within the jurisdiction and control of the Association by having recorded in the Public Records of Pasco County, Florida, an instrument, duly executed by all Owners of records of such Lot, which makes such Lot subject to, as a covenant running with the land, every term, condition, covenant, and restriction of this Declaration, which shall be recorded by the Filer in the Public Records of Pasco County, Florida, pursuant to Section 695 Florida Statutes.

Operating Room 3080 Page 1216

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Application. The Association, or any Owner, shall be entitled to enforce, by any legal process or in equity, all restrictions, conditions, covenants, reservations,

encumbrances, and charges now or hereafter imposed by the provisions of this Statement.

The failure of the Association or any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. The successful party in any litigation under this chapter will be eligible for reimbursement of his or her attorney's fees and costs associated with such litigation.

Section 2. The invalidity by any one (1) of these agreements or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect

Section 3. Term. The covenants and restrictions in this Declaration shall run and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after which 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 modified by an instrument signed by the Owners of not less than fifty (50) percent of the Lots within the Properties. The Association hereby reserves the right to an authority, for a period of ten (10) years from the date of registration of this Statement to modify or modify the terms hereof without the consent or approval of any Owner; provided, however, that such modification does not destroy the general development scheme or plan established in this Declaration. The Association, as foreseen heretofore, may only modify this Declaration by unanimity of the Board of Directors. Any amendments to this Declaration must be recorded with the Pasco County Public Records to become effective.

Operating Room 3080 Page 1217

THIRD AMENDMENT TO  
AMENDED AND SUBTRACTED DECLARATION OF AGREEMENTS  
BEACON WOODS EAST TERMS & RESTRICTIONS

WHEREAS, a declaration of covenants, conditions, and restrictions has been filed and amended and repressed for Beacon Woods East on April 9, 1992, in Pasco County, State of Florida, O 3013, Pages 0603 through 0619;

WHEREAS, the Beacon Woods East Board of Directors has voted five (5) in favor and zero (0) against at a meeting of the Board of Directors 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. It was therefore a unanimous vote of the Governing Body.

In accordance with its authority under Article X, Section 4 of the Declaration, the Declaration amends the Declaration as follows with respect 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 modified by an instrument signed by the owners of not less than fifty (50%) percent of the lots within the Properties, provided, however, that such modification shall not destroy the general scheme or development plan set forth in this Declaration.