

96-00 R.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EAST LINDEN ESTATES

THIS DECLARATION is made this 14th day of January, 1988,
by PARK AVENUE COMMUNITIES, INC., a Florida corporation (hereinafter
referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in
Hernando County, Florida, which is more particularly described as
follows:

See Exhibit "A" which is attached
hereto and by this reference made
a part hereof; and

WHEREAS, for the purposes stated hereinafter, the Declarant
desires to impose upon such property certain covenants, conditions and
restrictions which will touch and concern such property and are
intended by Declarant to be covenants running with the land.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described hereinabove shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which Declarant imposes upon such properties for the
purpose of protecting the value and desirability of, and which shall
run with, the real property and be binding on all parties having any
right, title or interest in the described properties or any part
thereof, and on their heirs, successors and assigns, and which shall
inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following words or letters when used in this Declaration
(unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to EAST LINDEN ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential Lot or Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described, and any additions thereto, as are subject to this Declaration or any Supplemental Declaration pursuant to the provisions hereof. Declarant may from time to time bring other lands under the provisions hereof and under the jurisdiction of the Association by recording Supplemental Declarations.
- (d) "Common Area" shall mean all real property owned by the Association, and such additional properties or facilities as may from time to time be designated as Common Area under this Declaration or any Supplemental Declarations, each such designation to be by recorded instrument, together with the landscaping and any improvements thereon, including, without limitation, all roads, road curbs, parking

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THIS DOCUMENT PREPARED BY AND TO BE RETURNED TO:
GEORGE L. HAYES III, KEANE, HAYES & REESE, P.A.
P.O. BOX 31687, ST. PETERSBURG, FL 33732-1687

areas, structures, recreational facilities, tennis court, nature trails, open spaces, walkways, sprinkler systems, and street lights, which are owned by the Association and which have not been dedicated to, and accepted by, any appropriate governmental authority or special taxing district, for a public purpose, and excluding any public utility, or CATV, installations, lines, equipment or easements thereon. The Common Area to be owned by the Association at the time of the Declarant's conveyance of the first Lot is shown on the Plat of EAST LINDEN ESTATES recorded at Plat Book 21, Pages 243 of the Public Records of Hernando County, Florida, as "TRACT A".

(e) "Lot" shall mean and refer to any residential and individual plot of land within the Properties and shown upon any recorded subdivision map or resubdivision map of the Properties.

(f) "Unit" shall mean and refer to any Lot, together with any improvements located thereon, for which a Certificate of Occupancy or other comparable certification has been issued.

(g) "Declarant" shall mean and refer to PARK AVENUE COMMUNITIES, INC., a Florida corporation, its successors or assigns should same acquire more than one Lot from the Declarant for the purpose of redevelopment.

(h) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

Section 1. Ownership. The Common Area, as that term is defined hereinabove, is hereby dedicated to the joint and several use, in common, of the Owners of all Lots or Units that may, from time to time, constitute a portion of the Properties. Before the sale of any Lot or Unit to an Owner, the Declarant shall convey and transfer all of its interest in the Common Area to the Association and the Association shall accept such conveyance. Thereafter, the Association shall be responsible for the maintenance of the Common Area in a perpetual, continuous and satisfactory manner without costs to the general taxpayers of the County of Hernando. It is intended that the Common Area will be owned exclusively by the Association but that all real estate taxes assessed against the Common Area shall be the prorata responsibility of, and shall be assessed against and payable as part of the taxes on the individual Lots or the Units within the Properties. The Declarant shall have the right, from time to time, to enter upon the Common Area during periods of construction upon adjacent properties for the purpose of developing such adjacent properties and for the purpose of completion of the improvements or of the facilities on the Common Area which Declarant is committed to construct or provide, as appropriate. The Owner of a Lot or Unit shall have no personal liability for any damages for which the Association is legally liable or arising out of, or connected with, the existence or use of the Common Area or any other property required to be maintained by the Association.

Section 2. Member's Easements. Each Member and each tenant, agent, guest or invitee of such Member shall have a permanent and perpetual easement for the use and enjoyment of the Common Area; such easements shall be appurtenant to and shall pass with the title to every Lot and Unit. Such easements shall be reciprocal and in common with all other Owners, their tenants, agents, guests and invitees, subject to the following provisions:

(a) The right and duty of the Association to make and levy assessments against each Lot or Unit owned by a Class A member and each Unit owned by the Class B member, for the purpose of maintaining the Common Area.

(b) The right of the Association to charge reasonable admission and other fees for the use of the Common Area and for goods and services provided by the Association.

(c) The right of the Association to suspend the voting rights and the right to the use of any recreational facilities constructed on the Common Area, of a Member for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any other person, entity or to any public agency, authority, or utility for such purposes and subject to such conditions as set forth in this Article and as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded. In the event that any Common Area, as defined herein, is dedicated to the County of Hernando or any other appropriate governmental authority or special taxing district, for public purposes, said Common Area shall cease to be subject to these covenants and conditions as of the date of said dedications, except as provided in this subparagraph (d) provided however, that if a reversionary interest is retained in any Common Area so dedicated, then in the event said Common Area reverts to the dedicator, these covenants and conditions shall apply in full force and effect to said Common Area as if dedication had never occurred.

If any Common Area so dedicated to the County of Hernando or any other appropriate governmental authority or special taxing district, requires supervisory maintenance to be performed by the dedicator, the provisions of this Declaration, and any supplements thereto, including those relating to assessments shall apply to the extent necessary to provide said supervisory maintenance according to the covenants and conditions of this Declaration and any supplements thereto.

Section 3. Easements Appurtenant and Delegation. The easements provided in Section 2 and Section 6 of this Article II and Section 11 of Article IX shall be appurtenant to and shall pass with, and as an indivisible appurtenance to, the title to each Lot. Any Member may delegate, in accordance with the By-Laws, his right of use and enjoyment of the Common Area and facilities constructed thereon, to the members of his immediate family who reside with him, his tenants, his guests and his invitees. The right of use and enjoyment of the Owners rights in the easements provided in Article II, Section 6 and Article IX, Section 11 are nondelegable and shall remain appurtenant to the affected Lots.

Section 4. Maintenance. The Association shall at all times maintain the Common Area, and any portion of any Lot or Unit burdened by any easement as shown on the Plat of the Properties or reserved hereby, in good repair and shall replace, as often as necessary, any and all improvements situated on said Common Area, including, but not limited to, any recreational facilities, retention areas, buildings, landscaping, roads, paving, parking areas, tennis court, drainage structures, street lighting fixtures and appurtenances, sidewalks, or any other structures, except utilities which have not been dedicated to, and accepted by, appropriate governmental authorities and the special taxing districts for maintenance; all such work to be done by licensed professionals as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. All work

pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article IV. Such assessments shall be against all Lots and Units owned by Class A members equally. No Class A Member/Owner of any Lot or Unit may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Area or by abandonment of his right to use said Common Area.

Section 5. Operation of the Common Area. The Association shall at all times operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefor as it determines in its sole discretion. The operation, supervision, control and management of the Common Area may be delegated by the Association as set forth in Article IV, Section 5 of this Declaration.

Section 6. Easements. Easements for the installation and maintenance of utilities and CATV and for the installation and maintenance of drainage facilities are reserved as shown on the recorded plat of the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage any structure installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction of flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each Lot or Unit and all improvements thereon shall be maintained continuously by the Association except for installations for which a special taxing district, public authority, utility company or CATV company is responsible. All original grantees of the above-stated easements, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines, sanitary sewers, gas mains, storm drains, electric, CATV and telephone lines, under and through the utility and drainage easements as shown on the plat. There is hereby reserved a perpetual easement over the entire Common Area for the installation and maintenance of cable and community antenna radio and television lines. Any damage to pavements, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility or company whose installation or maintenance caused such damage. All utilities within the Properties, whether within street rights-of-way or within utility easements, shall be installed and maintained underground, unless approval for above ground installation is first obtained from the Architectural Control Committee and such installation and approval is not inconsistent with applicable ordinances.

Section 7. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a permanent, perpetual and non-exclusive easement for ingress and egress over and across the Common Area.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided interest in any Lot or in any Unit shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be automatic and appurtenant to, and may not be separated from, the ownership of any Lot or Unit.

Section 2. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all those Owners, as defined in Section 1, of Lots or Units, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot or Unit in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot or Unit, all such persons shall be Class A Members, and the vote for such Lot or Unit shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot or Unit.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for every Lot or Unit owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class A membership, upon the earliest of the following events:

- (1) When the total aggregate votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) Three (3) years from the date of the conveyance by Declarant of the first Lot; or
- (3) One hundred and twenty (120) days after seventy-five (75%) percent of the Lots have been conveyed by the Declarant to Lot purchasers.

Section 3. Rights, Privileges and Responsibilities. The rights, privileges and responsibilities of each class of members shall be identical except as set forth herein.

ARTICLE IV

COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned by it within the Properties, hereby covenants, and each Owner of any Lot or Unit, by acceptance of a deed therefor, 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, as hereinafter provided:

(1) Annual assessments or charges, which shall include assessments for the maintenance and operation of the Common Area as provided in Sections 4 and 5 of Article II and which shall include such reasonable reserves as the Association may deem necessary. These annual assessments shall be collected in monthly, semi-annual or annual payments, unless otherwise determined by the Board of Directors to be collected in other installments such as quarterly; and

(2) Special assessments for capital improvements. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established, and collected from time to time as hereinafter provided; and

(3) Other assessments as hereinafter provided for.

The annual, special and other assessments, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall be a burden and charge on the land and shall be a continuing lien upon the Lots and Units against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection of same, including reasonable attorneys' fees, shall also be the personal obligation of the person

who was the Owner of the Lot or Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. All assessments, whether annual, special or other, imposed by the Association, shall be against all Lots and Units subject to its jurisdiction, fixed at a uniform rate per Lot or Unit, and shall be collected on a monthly basis unless otherwise determined by the Board of Directors of the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the general purpose of promoting the recreation, health, safety and welfare of the members of the Association, their families residing with them, their tenants and guests and, in particular, for the improvement, preservation, operation and maintenance of the Properties and the services and facilities, if any, devoted to this purpose and related to the use and enjoyment of the Common Area's facilities, including but not limited to, the capital improvement, repair, replacement and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 2 hereof, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement that, in the judgment of the Board of Directors of the Association, benefits all Lots and Units, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Members who are voting, in person or by proxy, at a meeting duly called for this purpose in accordance with the provisions of the By-Laws of the Association.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement, provided, however, that such commencement date shall be subsequent to the conveyance of the Common Area to the Association.

The annual assessments shall be payable in monthly installments due on the first day of each calendar month, or alternatively, in annual or quarter-annual, semi-annual or annual installments if so determined by a resolution of the Board of Directors.

The amount of the annual assessments that may be levied for the balance remaining in the first year of assessment shall be an amount bearing the same relationship to the annual assessments provided for herein as the remaining number of months in such calendar year bears to the total number of months in said calendar year.

The due date of any special assessment levied under Section 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. The Board of Directors shall fix the amount of assessment against each Lot or Unit subject to the Association's jurisdiction and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units and assessments applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereafter be sent to the Owner of every Unit subject thereto.

The Association shall, upon demand at any time, furnish to any Lot or Unit Owner liable for said assessments, a certificate in writing signed by an Officer of the Association setting forth whether said assessments have been paid as to any particular Lot or Unit. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid.

From time to time, the Association, through the actions of its Board of Directors, may enter into an agreement or agreements with one or more persons, firms or corporations, for the purpose of providing professional management, operation of, and maintenance of services for, the Common Area.

Section 6. Amount of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member/Owner, the maximum annual assessment shall be \$60.00 per Lot or Unit owned by Class A members.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, 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 membership of the Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased, yearly, above 10% by a vote of two-thirds (2/3) of all voting members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The assessment for each Lot or Unit shall be equal to the assessment for each other Lot or Unit. The Board of Directors of the Association shall, after consideration of current maintenance costs and future need of the Association, fix the actual assessment for each year in an amount not to exceed the maximum annual assessment as herein defined.

Section 7. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid within thirty (30) days after the date when due (being the dates specified in Section 4 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the costs of collection thereof, including attorneys' fees, as hereinafter provided, thereupon become a continuing lien on the Lot or Unit so assessed, which shall bind such Lot or Unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. Notwithstanding, and in addition to, the fact of said continuing lien on the Lot or Unit, the personal obligation of the Owner of the Lot or Unit when the assessment was made, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the date when due, the assessment shall bear interest from the date when due at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot or Unit, may foreclose the lien against the Lot or Unit, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, the costs of collection of same, including, but not limited to, reasonable attorneys' fees, whether a suit is filed or otherwise, and the costs of preparing and filing the claim of lien and the lawsuit in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and

reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, together with the costs of the action and any such appeal.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or by abandonment of his Lot or Unit. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

In addition to the rights of collection of assessments stated in this Section 7, any and all persons acquiring title to, or an interest in, any Lot or Unit as to which the assessment is delinquent including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the possession or occupancy of such Lot or Unit, or the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided however, that the provisions of this sentence shall not be applicable to the mortgages and purchases contemplated by Section 8 of this Article.

Section 8. Subordination of the Lien to First Mortgages and Tax Liens. The lien of the assessment provided for herein shall be subordinate to any tax lien and to the lien of any first mortgage encumbering any Lot or Unit. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure, or any proceeding or deed in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Any unpaid assessment that cannot be collected as a lien against a Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by, and a lien against, all Lots and Units subject to the jurisdiction of the Association, including the Lot or Unit as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 9. Effect on Declarant. Notwithstanding any provision to the contrary contained herein, Declarant shall be liable for assessments only against Units owned by the Declarant, provided, however, that the assessment levied upon Units owned by the Declarant but which are not and have not previously been occupied shall be equal to only one-fourth (1/4) of the amount of assessments levied upon Lots and Units owned by persons other than the Declarant or owned by Declarant and which have been occupied. All Class A member/Owners are liable for assessments against any Lot or Unit that they may own.

Section 10. Trust Funds. The portion of all regular assessments collected by the Association, all reserved for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots and Units, as their interests may appear, until disbursed as contemplated herein.

Section 11. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 6 hereof, shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of Members, or of proxies therefor, entitled to cast Thirty-three Percent (33%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seventy-five (75) days following the preceding meeting.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently by, or which are the responsibility of, the Association, including but not limited to a special taxing district for street lighting, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Properties for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created.

Section 13. Reserves; Working Capital Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area, and any other areas within the Properties, for which the Association may be obligated to maintain. The fund shall be maintained out of regular assessment for common expenses.

A working capital fund shall be established for the initial months of the project operation equal to at least three months of the applicable estimated annual assessment charge for each Lot or Unit. Each Lot's or Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each Lot or Unit by the Declarant to the Lot's or Unit's initial purchaser(s) and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services, deemed necessary or desirable by said board. Amounts paid into the fund are not, and shall not be considered to be, advance payments of regular assessments, nor as capital contributions to the Association.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Purpose; Common Scheme; Covenant. The Declarant intends that the Properties be planned, developed and constructed in a uniform and aesthetically compatible manner in order to preserve the value of the properties and in accordance with a common, and over-all scheme; said scheme being reasonably intended to promote and preserve the health, safety and general welfare of all Owners, their tenants, invitees and guests and further to promote and preserve the aesthetics of the Properties, as developed. In order to promote and fulfill these purposes and intentions, the Declarant for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree that no building, fence, wall or other structure or improvement of any nature shall be commenced, erected, placed or maintained upon the Properties, nor shall any exterior addition to, change of, or alteration of the Properties, the Lots or the Units and the improvements located thereon be made, until the plans and specifications, showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to, and approved in writing as to uniformity of aesthetics and harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee, the composition of which shall be as described hereinbelow.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be a committee composed of not less than three (3) nor more than five (5) representatives. Until such time as the Class B membership of the Association ceases, and is

converted to Class A membership pursuant to the provisions of Article III, Section 2 hereof, the persons who shall comprise the Architectural Control Committee shall be appointed by Declarant; thereafter, the persons who shall comprise the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

The Architectural Control Committee shall be a permanent committee of the Association and shall approve all proposed development or construction of improvements, including all additions, modifications or alterations thereto, or any proposed change in use of any of the properties subject to this Declaration and any supplemental Declaration. The Architectural Control Committee shall also assist and advise the Board of Directors of the Association in enforcing this Declaration and in advising and publishing rules, regulations and guidelines, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors. The initial Architectural Control Committee shall be composed of three (3) persons appointed from time to time by, and serving at the pleasure of, the Declarant. For so long as the Declarant has the right to appoint the committee members in accordance with the terms of this Declaration, members appointed to the Architectural Control Committee need not be owners of the Properties. Thereafter, the members of the Architectural Control Committee shall be selected from among the owners of the East Linden Estates. Nothing herein shall prevent the appointment, as an ex-officio or non-voting member, of any non-resident architect, engineer or other professional whose expertise or advice the Board of Directors deems necessary for the proper functioning of the Architectural Control Committee.

Section 3. Standards and Procedure for Review. The standards which shall be applied by the Architectural Control Committee when reviewing requests for approval of the activities described in Section 1 hereinabove, shall be promulgated by the Architectural Control Committee, provided, however, that no such promulgated standards may be applied retrospectively to any such request and provided further, that all such standards shall be promulgated, applied and enforced without discrimination.

In the event that the Architectural Control Committee fails to approve, disapprove or approve with conditions, any requests for approval within forty-five (45) days after said plans and specifications have been submitted to it, the approval will no longer be required and the requirement of this Article will be deemed to have been satisfied.

The Architectural Control Committee may disapprove, or require modification to, any plans or specifications submitted to it pursuant to Section 1, above, for any reason and upon any basis including, but not limited to, purely aesthetic considerations. In determining whether to approve or disapprove of any submitted plans and specifications, the Architectural Control Committee shall consider and shall be guided by the following:

A. Individual lots are situated so as to provide the greatest view, privacy, use of natural topography, and preservation of natural vegetation for each Lot or Unit owner. Therefore the exact location of any structure will be controlled and must be approved by the Architectural Control Committee in each case.

B. Because individual Lots vary in size, location, topography, and type of vegetation, standard set back regulations are not specified in this Declaration. This allows the flexibility to insure that the location of each structure will provide the maximum amount of view and breeze and to insure that structures will be properly located with regard to the location of large trees and other similar considerations. The Developer reserves unto the Architectural Control Committee, its successors and assigns, the right to control

absolutely and solely the precise location of any house, dwelling, or other structure to be constructed upon any Lot. This responsibility will be invoked without hesitation to assure that the overall objectives of the project are met, provided, however, that this will be done only after a reasonable opportunity has been afforded the owner to recommend a specific location of the improvements on his property.

Section 3. Size of Dwelling. No residential structure will be approved with a "living area", as that quoted term is defined from time to time pursuant to the standards promulgated by the Architectural Review Committee, of less than 1,800 square feet excluding garage or storage areas, nor will any residential structure be approved unless it has an enclosed garage capable of accommodating a minimum of two (2) automobiles.

Section 4. Structure Design, Materials and Color. The Architectural Control Committee will strictly limit the exterior appearance of any structures built within the properties. Only those designs which truly fit the development atmosphere and character will be approved. This may result in disapproval or require modification of designs which would be appropriate in other locations. It is specifically understood and agreed to by each Lot or Unit owner, that the Architectural Control Committee shall, in its sole discretion, have the right to approve or disapprove the design, color, and material of any structure on any grounds whatsoever, including purely aesthetic considerations.

No structure is to be more than 2-1/2 stories in height from the finished ground floor elevation.

All driveways are required to be of concrete construction and shall be installed, constructed and maintained in an aesthetically compatible manner to the character of the development.

No fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. No fence, wall or other dividing instrumentality shall be of masonry or chain link construction and all shall be installed and constructed in an aesthetically compatible manner subject to approval by the Architectural Control Committee.

Section 5. Utility Service and Fees. Each owner shall connect improvements located on his Lot to utility systems which are available to the Lots at the time of completion, or to such additional systems as may become available from time to time. Such systems may, but need not necessarily, include the provision of electricity, water, sewer, septic tank, telephone service or CATV service. Lot owners are required to bring utility services from their Lot boundary line to their residence. The Lot owner shall pay all fees connected with the installation and use of such facilities. The payment of such fees is a condition precedent to obtaining approval of any building plans and specifications.

Section 6. Approval of Architectural Control Committee. Upon approval or qualified approval of the Architectural Control Committee of any plans submitted pursuant to Section 1 above, the Architectural Control Committee shall: notify the applicant, in writing, of such approval or qualified approval; which notification shall set forth any qualifications or conditions of such approval; file a copy of such plans as are approved for the permanent record (together with such qualifications or conditions, if any); and, if requested by the applicant, provide the applicant with a copy of such plans bearing a notation of such approval or qualified approval. Approval of any such plans related to the Lot or Unit or any portion thereof shall be final as to such property and such approval may not be revoked or rescinded thereafter, provided:

A. That the improvements or uses described on or in such plans do not violate any protective covenants, conditions or restrictions set forth in this Declaration or any other restrictions or covenants of record with respect to the property or any portion thereof; and

B. That any such plans, qualifications or conditions attached to such approval of the plans do not violate any applicable governmental law, rule or regulation, zoning, building, health or other code or ordinance. Approval of any plans and land use in connection with any parcel or portion of the property should not be deemed a waiver of the right of the Architectural Control Committee to disapprove similar plans or any of the features or elements included therein if such plans, features or elements are subsequently submitted for use in connection with any other Lot, Unit or portion of the property.

Section 7. Written Notification of Disapproval. In all cases where the Architectural Control Committee disapproves of any plans submitted hereunder, the Architectural Control Committee shall so notify the applicant in writing together with a statement of the grounds upon which the action was based. In any case, the Architectural Control Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval.

Section 8. Rules and Regulation of the Architectural Control Committee. The Architectural Control Committee may from time to time promulgate rules and regulations governing the form and content of plans to be submitted for approval or with respect to the approval or disapproval of certain types of construction, improvements, or alterations, additions or modifications to improvements, or uses, provided, however, that no such rule or regulation shall be deemed to bind the Architectural Control Committee to approve or disapprove of any plan submitted for approval, or to waive the exercise of the Architectural Control Committee's discretion as to such plans, and provided further that no such rule or regulation shall be inconsistent with the provisions of this Declaration or any applicable governmental law, code, ordinance, rule or regulation. The Board of Directors shall review all rules and regulations of the Architectural Control Committee and shall have the right, from time to time, to rescind, revoke or modify any of the rules and regulations of the Architectural Control Committee as it deems appropriate.

Section 9. Delegation of Functions. The Architectural Control Committee may authorize its staff, subcommittees or individual members of the Architectural Control Committee to perform any and all of the functions of the Architectural Control Committee as long as the number and identity of such staff or members and the functions and scope of the authority delegated have been established by resolution of the entire Architectural Control Committee. The approval or disapproval of plans by staff members, individual members or a subcommittee will be subject, however, to the reasonable review of the entire Architectural Control Committee, in accordance with the procedures to be established by the Architectural Control Committee, if any.

Section 10. Liability of the Architectural Control Committee. No action taken by the Architectural Control Committee or any member, subcommittee, employee or agent thereof, shall entitle any person to rely thereon with respect to the conformity with laws, regulations, codes or ordinances, or with respect to the physical or structural soundness or propriety or any proposed improvements or construction. Neither the Architectural Control Committee nor the Association, nor any member, subcommittee, employee or agent thereof, shall be liable to anyone submitting plans to them for approval or to any unit owner, member of the Association, or any other person, in connection with any submission of plans, or the approval or

disapproval thereof, including, without limitation, mistakes in judgment, negligence, omissions, or misfeasance. Every person or other entity submitting plans to the Architectural Control Committee agrees, by submission of such plans, that no action or suit will be brought against the Association or the Architectural Control Committee, or any member, subcommittee, employee or agent thereof, in connection with any such submission.

Section 11. Certificate of Compliance. Upon written request of any owner or mortgagee or any other person reasonably having a right to the information requested, the Architectural Control Committee shall issue or cause to be issued a certificate of compliance, where appropriate, indicating that any proposed or constructed improvements or uses have been approved by the Architectural Control Committee in accordance with the provisions of this Section. No such certificate shall be issued unless and until all the conditions and requirements of this Section have been complied with.

ARTICLE VI

DUTY TO MAINTAIN

Section 1. Common Area. As more fully described and provided for elsewhere in this Declaration, the Association shall be responsible for the maintenance, upkeep and repair of the Common Area and for those portions of the Lot(s) and Unit(s) which are burdened by the easements shown on the Plat of the Properties or reserved hereby.

Section 2. Lots/Units. The Lot and Unit Owners shall be responsible for the maintenance, upkeep and repair of the structures, grounds not burdened by easements, premises, improvements and the exteriors of their individual Lots and Units in a neat and attractive manner.

In the event a Lot or Unit Owner in the Properties shall fail to maintain the Lot, structures, grounds not burdened by easements, premise, improvements and Unit exteriors in accordance with the provisions of this Declaration in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot, structures, grounds, premises, improvements or Unit exteriors and effectuate the needed maintenance repair or replacement. The costs incurred by the Association in so repairing, maintaining or restoring shall be added to, and become part of, the annual assessment to which such Lot or Unit is subject and the Association shall have a lien upon such Lot or Unit, enforceable as with all other liens for unpaid assessments, as provided herein.

ARTICLE VII

RESIDENTIAL AREA COVENANTS

Section 1. Use Restrictions. Each and all Lots within the properties are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. By way of illustration but not limitation, the Lots or any building erected, thereon, shall not be used for the purpose of any profession, trade, employment, service, manufacture or business of any description, nor as a school, hospital or other charitable institution, nor as a hotel, apartment house, rooming house or place of public resort, nor for any sport other than such sports or games as are usually played in connection with the occupancy of private residences, nor for any purpose other than as a private residence.

Only one (1) residence, with at least 1,800 sq. ft. of "living area" as defined in Article V hereinabove, may be built upon each Lot. A construction shed and related facilities may be placed on

a Lot by the owner and remain there temporarily during the course of active construction of a residence; otherwise, no portable or temporary buildings, carports, mobile homes, tents, shacks or barns may be placed on a Lot. The Declarant shall also be permitted to make temporary use, for a construction trailer, model homes, sales displays, parking lots, sales offices or other offices, or any one combination thereof, of a Lot or Unit, until the permanent cessation of all such uses, by Declarant, takes place.

Section 2. Clothes Lines. No exterior clothes lines or drying areas shall be permitted on any Lot or Unit unless said Lot or Unit is enclosed within a fence approved by the Architectural Control Committee.

Section 3. Easements. Easements for the installation and maintenance of utilities and for the installation and maintenance of drainage facilities are reserved as shown on the recorded plat of the Properties. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage any structure installed in accordance with said easements, or prevent the installation and maintenance of utilities in the utility easements, or that may change the direction of flow of drainage channels in the drainage easements, or that may obstruct or retard the flow of water through drainage channels in the drainage easements. The easement area of each Lot or Unit and all improvements thereon shall be maintained continuously by the Association except for installations for which a public authority, utility company or special taxing district is responsible. All original grantees of the above-stated easement, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of all water lines, sanitary sewers, gas mains, storm drains, electric and telephone lines, under and through the utility and drainage easement as shown on the plat. There is hereby reserved a perpetual easement for the installation and maintenance of cable and community antenna radio and television lines. Any damage caused to pavements, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance cause such damage. All utilities within the Properties, whether street rights-of-way or within utility easements, shall be installed and maintained underground, unless approval for above ground installation is first obtained from the Architectural Control Committee and such installation and approval is not inconsistent with applicable ordinances.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Unit or Common Area, nor shall anything be done thereon which may be or may become, an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. Trailers, tents, shacks, carports, barns or other temporary buildings of any design whatsoever are expressly prohibited within the Properties and no temporary residence shall be permitted in any unfinished residential building. This restriction shall not prevent temporary buildings used by contractors of the Declarant or its agents and employees in construction work, which shall be removed from the premises on the completion of the dwelling.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot or Unit except one sign, designed and constructed in accordance with the standards promulgated by the Architectural Review Committee, advertising the property for sale or rent may be displayed on any Lot or in one of the front windows of a Unit. Such signs as are allowed must be maintained in good condition at all times, must be removed upon termination of their use, and must have the approval of the Architectural Control Committee.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the Properties, provided, however, Declarant shall be allowed to excavate for landscaping, filling and grading purposes. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Properties.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Unit, Lot or in any improvement thereon, except dogs, cats and other household pets may be kept on Lots and Units subject to such rules and regulations as may be adopted by the Association, provided that: they are not kept, bred or maintained for any commercial purpose or in excessive numbers; all permissible household pets have been duly licensed in compliance with all governmental regulations; and they do not become an annoyance or nuisance to any neighbor. All such household pets shall not be permitted or allowed to stray, run, be, or go at large, without a leash or other appropriate restraint, in or upon any street, sidewalk, walkway, the Common Area or the private property of others without the express or implied consent of the owner of such private property. No dogs or other pets shall be permitted to have excretions on any portion of the Common Area. In the event of any such excretions, the owner of said dog or other pet shall immediately remove and dispose of said excretions.

Section 9. Water Supply. No individual Owner may permit to be located upon his Lot or Unit any individual water supply system other than for irrigation purposes. This covenant shall not restrict the Association from permitting a water supply system to exist upon the Common Area for use in sprinkler system.

Section 10. Commercial Trucks; Recreational Vehicles; Trailers; Boats. No trucks, service vehicles or commercial vehicles, other than those present on business, and no home trailers, motor homes, campers, boats, boat trailers, or recreational vehicles or trailers, of any and every other description shall be permitted to be parked or stored on any Lot, Unit, the Common Area or any publicly dedicated street or right-of-way in the Properties, except in those areas of the Properties specifically designated by the Architectural Control Committee for such use and purposes, if any. In any event, trucks, service vehicles or commercial vehicles shall not be permitted to be parked or stored on any Lot, Unit, Common Area or any publicly dedicated street or right-of-way for a period of time exceeding twelve (12) hours. This provision shall not apply to the Declarant during periods of Declarant's construction on said Lot, Unit or the Common Area.

Section 11. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot, Unit or the Common Area except on designated collection days and in a suitable receptacle or dumpster which is placed or situated so as to be as inconspicuous as possible and which is substantially shielded or screened from the view of the neighboring property and the Common Area; provided, however, that garden trash and rubbish that is required to be placed at a point, approved by the Architectural Control Committee, in order to be collected may be placed and kept at such designated point, and need not be in any container, for periods not exceeding twenty-four (24) hours, provided, further, that the requirements, from time to time, of Hernando County, Florida or other governmental subdivision having jurisdiction over such matters, for disposal or collection shall be complied with and that all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 12. Drainage. No installations, improvement or structures shall be permitted, placed or erected, nor shall any alterations of any kind, including but not limited to landscaping, be made, permitted, or placed upon, any Lot, Unit or the Common Area which shall in any way hinder the surface or subsurface drainage of the Properties.

Section 13. Telephone, Gas, CATV and Electric Services. Service to all Lots and Units by telephone, gas, community radio and television, and electric power must be by underground services from easement areas into the improvements, unless an exception therefor is granted by the Architectural Control Committee and that exception is not inconsistent with applicable ordinances.

Section 14. Unit Air Conditioners and Reflective Materials. No air conditioning or heating units may be mounted through windows or walls unless the type, location, method of installation, appearance and desirability per se, have been approved by the Architectural Control Committee. It is the intention of this provision to authorize said Committee, in its sole discretion, to approve or disapprove any such air conditioning units on purely aesthetic grounds, or any other grounds, or for the reason that there should be no such window or wall units in such location. No building on any Lot, Unit or the Common Area shall have any aluminium or other metal foil, film or tape placed or displayed in window or glass door, nor shall any other reflective material or substance be shown or displayed on any glass of any building on any Lot, Unit or the Common Area.

Section 15. Exterior Antennas; Cable Reception Dishes. No television, radio or other antennas, exterior to the building, and no reception dishes for CATV shall be permitted on any Lot, Unit or the Common Area unless an exception therefor is granted by the Architectural Control Committee and that exception is not inconsistent with applicable ordinances. This provision shall not apply to underground installations.

Section 16. Excavation. No excavation shall be made on the Properties except excavation for the purposes of: pool installation; construction and building on the Properties, by the Declarant, at the time of commencement of such building and construction; and the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the Properties except with the prior written permission of the Architectural Control Committee.

Section 17. Waste Material. No building waste or other material, of any kind or description, shall be dumped or stored on the Properties except clean earth for the purpose of grading in connection with the erection of a building thereon or for the immediate improvement of the grounds or landscaping thereof with the prior written approval of the Architectural Control Committee.

Section 18. Tree Removal. No living trees larger than 3 inches in diameter shall be cut down or removed from the Properties other than those standing within an area to be cleared or excavated for the erection of a building and accessory improvements thereon without the prior written consent of the Architectural Control Committee and any applicable governmental authorities. Subject to this exception, if any tree is cut down, removed or damaged without the prior written consent of the Architectural Control Committee, the Owner responsible for the destruction of the tree shall pay a fine of Two Hundred (\$200.00) Dollars per tree and will forthwith replace the tree under the supervision and to the satisfaction of said Committee as to type, size and planting of the replacement tree.

Section 19. Parking Restrictions. In order to preserve the value of the properties and attractiveness of the community, all campers, tents, trailers, boats, recreational vehicles and motorcycles must be parked or stored in enclosed garages out of sight from the

public unless prior written consent to the contrary has been obtained from the Architectural Control Committee. In no event, however, will such items be permitted to be parked or stored on any Lot, Unit or Common Area or publicly dedicated street or right-of-way for a period of time exceeding twenty-four (24) hours.

No owner of a Lot or Unit shall repair or restore any motor vehicle, boat, trailer or other vehicle on any portion of any Lot, Unit, or the common area or publicly dedicated street or right-of-way, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 20. Commencement of Construction. Construction of a residential single family structure shall commence within three (3) years of the transfer of title of a Lot to the initial Purchaser from the Declarant. Completion of construction shall be within six (6) months of commencement. Prior to the construction, the vacant lots shall be mowed and maintained in an aesthetically compatible manner in order to preserve the attractiveness of the community.

Section 21. Sodding. Upon completion of construction full sodding shall be installed from the front roadway to the rear of the structure; sodding plugs and/or seeding shall be installed in the exterior portion of the lot from the rear of the home so as to preserve and maintain the aesthetic integrity of the community.

ARTICLE VIII

RULES AND REGULATIONS

Section 1. Compliance by Owners. Every Owner shall comply with: the restrictions and covenants set forth herein; the Articles of Incorporation and the By-Laws of the Association; any and all rules and regulations adopted by the Board of Directors of the Association; any and all rules, standards, guidelines and procedures adopted by the Architectural Control Committee; and all applicable State, County and local ordinances.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants and rules and regulations shall be grounds for legal action, by the Declarant, the Association, or any Lot or Unit Owner, which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, or any combination thereof. The prevailing party in any such legal action shall also be entitled to recover his costs and attorneys' fees incurred in bringing such action, and if necessary, costs and attorneys' fees for appellate review. Additionally, the Association shall have the right to suspend voting rights and use of the Common Area.

ARTICLE IX

GENERAL DIVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration, and any Supplemental Declaration, shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, the Architectural Control Committee, the Association, or the Owner of any land subject to this Declaration or any Supplemental Declaration, and their respective legal representatives, heirs, successors and assigns, 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 unless terminated by the affirmative vote of Ninety Percent (90%) of the Unit Owners voting in person or by proxy at a meeting duly noticed and called for such purpose. This and any Supplemental Declarations may be amended as provided in Section 5 of this Article X.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the Provisions of this Declaration or any Supplemental Declarations, shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover the damages, and against the land to enforce any lien created by these covenants. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. These covenants and restrictions may be enforced by the Declarant, the Architectural Control Committee, the Association, or any Owner of property which is subject to these covenants and conditions. In the event legal action is taken to enforce the covenants and restrictions provided herein, the prevailing party shall be entitled to recover the costs of such action, including attorneys' fees, and appellate costs and attorneys' fees, if necessary.

Section 4. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, or any Supplemental Declarations, the covenants, restrictions, easement, charges and liens of this Declaration or any Supplemental Declaration may be amended, changed, added to, derogated from or deleted at any time during the first twenty (20) year period by Supplemental Declaration or by an instrument signed by not less than Ninety Percent (90%) of the Owners, and thereafter by Supplemental Declaration or other instrument signed by not less than Seventy-Five Percent (75%) of the Owners, provided, however, that no amendment which adversely affects the rights of the Declarant, as provided herein or the FHA, VA or FNMA, shall be valid without the written consent of the Declarant and the effected agency to such amendment. Any amendment must be recorded in the Public Records of Hernando County, Florida.

Section 6. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FNMA, the FHA or the VA: annexation of additional properties; dedication of Common Area; and amendment of this Declaration of Covenants, Conditions and Restrictions. This Declaration is being submitted to the FNMA, the FHA and the VA for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by the FNMA, the FHA or the VA in order for such organizations to approve financing of residential units on Lots within the Properties. FNMA, FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the FNMA, the FHA or the VA pursuant to this provision.

Section 7. Additional Common Area. Additional Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members, by Supplemental Declaration.

Section 8. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot or Unit number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

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

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

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

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

Section 9. Association Information. Upon request, during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the Properties, and the books, records and financial statements, for the immediately preceding fiscal year, of the Association.

Upon the conveyance of any Lot or Unit by the Owners thereof, the new grantee/Owner shall immediately provide the Association with the name and address of the new Owner.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Hernando County Records.

Section 11. Encroachment Easements. In the event that any improvement shall encroach upon any of the Common Area, or upon any Lot or Unit, or in the event that any Common Area, Lot or Unit shall encroach upon any improvements, then an easement shall exist to the extent of accommodating and abating that encroachment, for so long as the encroachment shall exist.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused its duly appointed and authorized representatives and officers to execute and seal this Declaration this 14th day of January, 1988.

Signed, Sealed, and Delivered
in the Presence of:

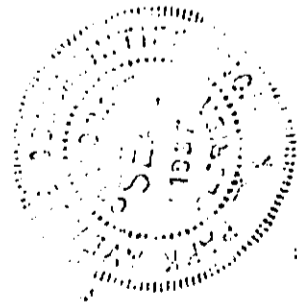
J. Carter
[Signature]
J. Carter
[Signature]

PARK AVENUE COMMUNITIES, INC.

By: [Signature]
George Steigner, as
President

ATTEST: [Signature]
Bruce Baynard, as
Secretary

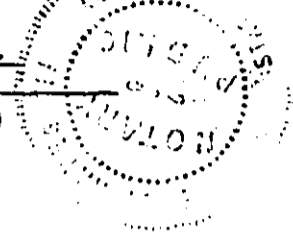
(CORPORATE SEAL)



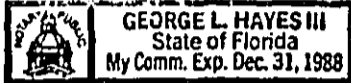
STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of January, 1988, by GEORGE STEIGNER and BRUCE BAYNARD as President and Secretary of PARK AVENUE COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public



My commission expires:



Tracy G. Frank
Betty A. Jordan

FIRST FLORIDA BANK, N.A.

By: [Signature] V.P.
Scott I. Peek, Jr., as
Vice President

(CORPORATE SEAL)

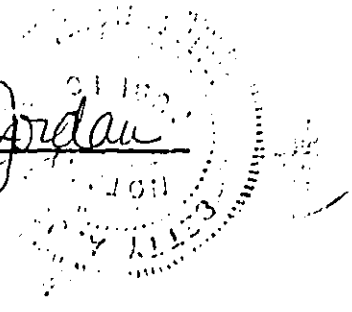


STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott I. Peek, Jr., well known to me to be the Vice President of First Florida Bank, N.A., a national banking association, and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 27th of January, A. D. 1988.

[Signature]
Notary Public



My commission expires:

Notary Public, State of Florida
My Commission Expires May 5, 1989
Bonded Thru Troy Fahn - Insurance, Inc.

EXHIBIT "A"

The Southeast one-quarter (1/4) of the
Northwest one-quarter (1/4) AND the Northeast
one-quarter (1/4) of Section 33, Township 23
South, Range 18 East in Hernando County,
Florida.

003783

FILED FOR RECORD
HAROLD J. SWAN, CLERK
HERNANDO COUNTY, FLA.

'88 FEB 4 PM 2 11