

9/19/17

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**OF PRIMROSE LANE**

**WILLIAM N. STOUT**, hereinafter called Declarant, is the owner in fee simple of certain real property located in Hernando County, Florida, known as **PRIMROSE LANE SUBDIVISION**, inclusive pursuant to plat thereof recorded in the Public Records of Hernando County, Florida, and for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots and common area constituting such subdivision, Declarant hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1.           **"Association"** shall mean and refer to **PRIMROSE LANE OWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, its successors and assigns.

Section 2.           **"Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all property and areas shown on said plat other than the subdivided lots, specifically including all streets and street medians not dedicated to the public, greenbelt areas, and recreational areas and facilities.

Section 3.           **"Declarant"** shall mean WILLIAM N. STOUT, his authorized representatives, successors and assigns. Declarant shall at all times have the right to assign any right, title and interest in said land or under this Declaration to any successor, nominee or assignee.

Section 4.           **"Lot"** shall mean any plot of land shown on the recorded subdivision map referred to above other than the common area, or any combination of said lots in one ownership as permitted by this Declaration.

Section 5.           **"Owner"** shall mean the record owner, whether one or more persons or entities, of fee simple title to any lot in the subdivision and a buyer of any lot under agreement for deed, but shall not include those holding title merely as security for the performance of an obligation.

Section 6.           **"Subdivision"** shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 7.           **"Committee"** shall mean and refer to the Primrose Lane Owners Association - Architectural Control Committee or any other committee established by the Board of Directors.

**ARTICLE II**

## MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The Association shall have two classes of voting members as follows:

**Class A.** Class A membership shall consist of persons who are, from time to time the resident fee simple title owners of completed homes in the subdivision. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

**Class B.** The Class B members shall be Declarant until such time as seventy five percent (75%) of the lots are improved with completed residences occupied by the owner, Declarant shall hold and be entitled to vote not less than fifty one percent (51%) of the votes eligible to be cast.

## ARTICLE III

### ASSESSMENTS

Section 1. **Lien and personal obligation of assessments.** Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed or agreement for deed for such lot, whether or not it shall be so expressed therein, to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them. The obligation for payment of the annual assessments and special assessments shall not be terminated due to an owner's abandonment of the lot or nonuse of the Common Area.

Section 2. **Purpose of annual assessments.** The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvements and maintenance of the Common Area, the main entrance to the subdivision and the lots and homes situated within the subdivision. Annual assessments shall cover, but not be limited to, and the Association shall pay for out of the funds derived from annual assessments, the cost and expense of the following:

- a) Maintenance and repair of the streets and roads shown on said plat which are owned by the Association and maintenance and repair of the fences and walls on the perimeter of the subdivision.
- b) Electrical, gas, water and other necessary utility service for the lighting and maintenance of the streets, Common Area and the main entrance of the subdivision.
- c) Acquisition and maintenance of signs and equipment for the Common Areas as may be determined by the Association.
- d) Landscaping, maintenance and repair of all entranceways, parks, boulevard medians and recreational landscape and maintain the main entrance to the subdivision in a neat and attractive condition and to maintain the subdivision sign at said location and to keep said area adequately lighted, even though said area is dedicated to the public.
- e) Maintenance of reserves and sinking funds to repair and maintain streets and roads within the subdivision and the Common Area, if the Association chooses to establish same.
- f) Reasonable salaries, wages, and fees of employees and professional persons employed by the Board of Directors in order to carry out its duties and responsibilities hereunder.

g) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner, arising out of their occupation or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

h) Workmen's Compensation insurance to the extent required by Florida statutes and such casualty and other insurance as is deemed necessary by the Board of Directors of the Association.

i) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. **Maximum annual assessments.**

a) From and after a period of one year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased each year not more than Fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

b) From and after a period of one year immediately following the conveyance of the first lot by Declarant to an owner, the maximum annual assessment may be increased above fifteen percent (15%) by vote or written assent of a majority of each class of members.

c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. **Special assessments for capital improvements.** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose or defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of all members. Sinking or reserve funds for such capital improvements will be used and established only if approved by the membership of the Association in accordance with its By-Laws.

Section 5. **Notice and quorum for action authorized under Section 3 and 4.** Written notice of any meeting called for the purpose of taking action authorized by Section 3 or 4 shall be sent to all members not less than 15 nor more than 30 days in advance of such meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes for 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 60 days following the preceding meeting.

Section 6. **Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. **Notice and collection of annual assessments.** The Association shall cause written notice of the amount of the annual assessment to be given to each owner at least thirty (30) days prior to the date the assessment becomes due. The initial annual assessment for the calendar year in which an owner purchases his lot shall be due and payable thirty (30) days after closing. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments against a specific lot have been paid, and shall cause to be recorded in the Public Records of Hernando County certificates of delinquent assessments. Such certificate shall state the name of the owner, the legal description of the lot, the amount of the delinquent assessment and the period(s) for which the assessment is delinquent.

Section 8. **Effect of nonpayment of assessments; remedies of the Association.** assessment Any not paid within 30 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot and cost to register a lien and reasonable attorney fees.

Section 9. **Subordination of assessment lien to mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish for assessment lien as to payments which became due prior to such sale or transfer. No sales or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE IV

### **PROPERTY RIGHTS**

Section 1. **Owner's Easements of Enjoyment.** Every owner of a lot shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to any and shall pass with the title to such lot, subject to the following rights of the Association.

a) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the Board of Directors, to suspend such rights for a period not exceeding 60 days for any infraction of the published rules and regulations of the Association.

b) The right to dedicate or transfer all or any part of the streets and Common Area to any municipality, public agency, authority, or utility for purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been duly recorded in the public records of Hernando County.

Section 2. **Delegation of Use.** Subject to such limitations as may be imposed by the Bylaws, each owner may delegate his right on enjoyment in and to the Common Areas and facilities to the members of his family, his guests, tenants and invitees.

Section 3. **Other Easements.**

a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all other improvements therein shall be continuously maintained by the owner of such lot except for improvements the maintenance of which a public authority or utility company is responsible.

b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and right of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, who shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 4. **Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. **No Partition.** There shall be no judicial partition of the Common Area, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in contiguity.

## ARTICLE V

### **DIVISION AND COMBINATION OF LOTS**

Section 1. Lots may not be divided in any manner. It shall not be permissible to acquire, own, improve or reside on less than one full lot, according to said subdivision plat.

Section 2. Two or more whole lots may be combined for one residence site. The maintenance assessments provided for hereunder shall continue to be levied against each of the combined lots and such combinations shall not reduce the Association membership or negate the rights and obligations of the property owner.

## ARTICLE VI

### **ARCHITECTURAL CONTROL**

Section 1. No building, fence, septic tank, water sprinkling system, wall, landscaping or other structure or improvement may be commenced, erected, placed or maintained upon any lot nor shall any exterior improvement be made until complete written plans and specifications showing the nature, kind, size (including the size and square footage of each separate room or area), shape, color, height, materials and locations of the same shall have been submitted to and approved in writing by an Architectural Committee composed of three or more representatives appointed by Declarant. Any contemplated substantial variation in the initial plans and specifications presented to the Architectural Committee must be resubmitted and approved. This restriction shall not apply to fences constructed by Declarant along the subdivision perimeter. In the event said committee fails to approve or disapprove such design, plan and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The committee shall have the authority to compile and publish written rules, standards and guidelines consistent with this Declaration, respecting the design and construction of dwellings and other improvements on lots and the landscaping thereof. The locations of driveways, sidewalks and septic tank systems shall require Architectural Committee approval. Abutting driveways are not permitted and driveway location must be approved by the Architectural Committee.

Section 2. The Committee recognizes that there can be an infinite number of concepts for the design and construction of a homesite. However, for the protection of all property owners, the Association wishes to make certain that any homesite construction will be consistent with the original development plan and will also be in harmony with the established aesthetic concept of the subdivision. Refusal of approval of plans and specifications by the Architectural Committee may be based on any ground including purely aesthetic grounds in the sole and uncontrolled discretion of the committee and the committee may refuse approval on the ground that the proposed structure is identical or nearly identical to one already existing in the subdivision. All houses shall be designed to be distinctly different in character so as to maintain the integrity of this subdivision.

Section 3. When Declarant (or successor to whom Declarant has assigned its rights hereunder) has sold and conveyed all of its lots in the subdivision (or at such earlier time as it shall specify in a written notice given to the Board of Directors) the then members of the committee shall be discharged and the Board of Directors of the Association shall then appoint successor members of the committee and

thereafter appoint the members of the committee. The Board shall have the authority, if it chooses, to increase the number of members of the committee.

Section 4. An owner shall be assessed \$200.00 per day for each day the owner is in violation of the provisions of this Article. The Association shall be entitled to a reasonable attorney's fee for action taken to enforce this Article, including the collection of said assessments. Such charge, together with costs, interest of 18% per annum, and reasonable attorney's fees, shall be a continuing lien against such lot and may be collected and enforced by the Association as in the case of a maintenance assessment.

## **ARTICLE VII**

### **USE RESTRICTIONS**

Section 1. Lots in the subdivision shall be used as residences for single families and for no other purpose. No business of any kind shall be conducted in any residence or on any lot except the business of Declarant and its transferees in developing the lots in the subdivision as a residential community.

Section 2. Each residence shall have a minimum living area of 2,200 square feet. Living area is defined as the area of the main residence, exclusive of screen porches, garages and storage areas, which is heated and air conditioned. Only one residence may be built on a lot. Each residence must have minimum of a two-car attached garage; carports are not permitted. All homes must install a minimum of \$2,500.00 of landscaping in the front yard and have the landscaping installed and designed by a professional licensed landscaper. No out buildings, outside TV antenna, satellite dishes, dog runs, storage sheds or clotheslines shall be permitted, except that detached gazebos and cabanas may be constructed on a lot inside rear screen enclosures after approval pursuant to Article VI of this Declaration. No installation of any sort of above ground power, telephone, utility wires or conduits will be permitted. All must be underground and with the proper approval of the Association. No exterior television or radio antennas will be permitted.

Section 3. No residence shall exceed two (2) stories in height and be no more than 30 ft. mean average high from mean ground, not including chimneys and all homes must have solid masonry foundations. The Committee shall have the right to approve the height of all homes to protect the view of each lot.

Section 4. No noxious or offensive activity shall be carried on or allowed to exist on any lot.

Section 5. No sign of any kind shall be displayed to public view on a lot except customary name and address signs not to exceed 1-1/2 sq. ft. and limited to one per resident, and builders model homes, and builders spec sign, and notices required by legal proceedings. There cannot be any for sale sign of any size or kind for sale of homes or vacant lots ever. Builders signs can be no more than 10 sq. ft. only for the three builders approved by Declarant.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats and other household pets which may be kept provided they are not kept or maintained for any commercial purpose and provided that they do not in any way constitute a nuisance to other owners in the subdivision. Animals shall not be permitted to roam at large and must be on a leash and under the owners control at all times. Dog runs are not permitted.

Section 7. No rubbish, garbage, trash or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate places and concealed from public view from all view of the property. No tent, shack, shed, trailer or temporary structure of any kind shall be permitted upon any lot or upon the Common Area either temporarily or permanently. There shall be no open fires such as burning of trash or leaves.

Section 8. Buildings and structures on lots in the subdivision shall observe the following set-back requirements:

- a) Sixty (60) feet from the front line;
- b) Ten (10) feet from the side lot line;
- c) Twenty (20) feet from the rear line. The 20 foot rear buffer must be left in its natural state on all lots. All trees, saplings and ferns must be kept and left undisturbed. If owner wishes to install sod or seed in the 20 foot rear buffer, same must be irrigated and be of the St. Augustine or Floratam variety.
- d) As to corner lots bordered by a street in front and a street on one side, there shall be a minimum set-back of twenty-five (25) feet from the lot line abutting the side street.
- e) Sidewalks and driveways shall be set back at least three (3) feet from the side lot line.
- f) Variance of sixty (60) feet from the front line may be given by the Developer or the Architectural Committee only if necessary.
- g) No dwelling on any lot shall be occupied until the exterior has been completed to include: operational sprinkler system, landscaping, sodding, wall finishes, all walks and drives, and approved septic system. All county ordinances and regulations must have been approved. A Certificate of Occupancy must have been issued by the County.

Section 9. Each owner must, when he builds on his lot, sod his lawn with a recognized variety of St. Augustine grass from the paved street to the rear twenty (20) foot buffer line of the lot, as well as the area between the front lot line and the street, except those areas retained in the natural state or maintained as a buffer area. Each owner shall thereafter keep and maintain such lawn in good condition and appearance and shall install and maintain an automatic water sprinkling system and well, approved by the Architectural Committee, throughout the lawn area. Owners are encourage to retain existing trees and other vegetation for the purpose of creating substantial buffer areas between adjoining lots and streets. It is the owner's responsibility to maintain all natural and buffer areas. All proposed natural and buffer areas must be approved by the Architectural Committee.

Section 10. No "manufactured" or "prefabricated" home shall be placed on any lot, it being the intent of this restriction that any and all buildings or structures be actually built and erected on the lots on which they are situated. All exterior walls, court yard enclosures, piers, posts, or other architectural details shall be finished with approved materials to included but not be limited to; brick, wood siding (painted), stucco and stucco brick. No exposed concrete block shall be allowed.

Section 11. No individual well will be permitted on any lot within the subdivision except one installed for the purpose of furnishing water for yard irrigation and/or swimming pools upon the approval of the Architectural Committee.

Section 12. No tree having a diameter in excess of three inches growing on a lot shall be removed without the approval of the Architectural Committee. At the time building and landscaping plans are submitted to the Architectural Committee for approval, the owner shall prominently mark or flag for the convenience of the Committee the trees he proposes to keep and preserve. Any owner who shall remove a tree or trees in excess of three inches in diameter without the approval of the Architectural Committee shall be assessed \$200.00 per tree so removed, which assessment shall be paid to the Association and be added to the operating funds. Such assessments shall be imposed in writing and shall be due within thirty (30) days after the imposition of same and the payment of same may be enforced by the Association as is provided herein for the enforcement of maintenance assessments and the Association shall be entitled to a reasonable attorney's fee for collection of the assessment. In subsequent years, tree removal or trimming may be required to maintain the open area or view. Requests for removal or major trimming of trees must be submitted for approval to the Committee prior to beginning such work. All stumps, trees and brush cut or cleared to provide for building and driveway construction must be removed from the property except for that timber cut and stacked for firewood.

Section 13. No lot shall be used as a dumping ground for garbage, refuse or rubbish and no material of any type shall be stored on any lot except in connection with

the actual construction of a residence thereon. All excess fill from excavation shall be removed. Garage doors must be kept closed except when in actual use. No boats, recreational vans, campers, motorhomes, commercial vehicles or trucks, shall be kept or stored on a temporary or permanent basis in the subdivision except in closed attached garages.

Section 14. All oil tanks, bottle gas tanks, soft water tanks, and similar equipment shall be placed under the surface of the ground or in walled in areas so as not to be visible from the street or adjacent residence and must have prior approval of the Architectural Committee.

Section 15. No above-ground swimming pool shall be installed in the subdivision without the prior consent of the Architectural Committee.

Section 16. All pitched roofs shall be sloped 6' in 12' or greater. Pitched roof materials shall be of clay tile, wood shingles of 250# or greater or Seal down shingles (Timberline or approved equal). No metal roofs shall be allowed other than bay roof covers or other architectural details. Roof colors shall be approved by the Committee.

Section 17. No driveway shall share the same boundary line of an existing driveway unless approved by the Architectural Control Committee. No structure, driveway, or any type of construction may be done on any lot in such a way that it will impair the natural drainage of the site. An owner may not clear trees more than 12 feet from his roof line.

Section 18. Each owner, shall at his cost and expense, keep the exterior of his premises in good condition and repair and in a condition comparable to that of such residence at the time of its initial construction, excepting only wear and tear and each owner shall keep the grounds and lawn of his property neat and clean and free of weeds and brush and keep the trees and shrubs on his lot free of dead limbs and growth.

Section 19. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner, and completed within six (6) months after damage occurs.

Section 20. **Enforcement.** Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 21. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any provision, which shall remain in force and effect.

Section 22. **Amendments.**

a) Reasonable modifications or amendments to the covenants and restrictions of this Declaration may be made by an instrument executed and acknowledged by the Owners of not less than seventy-five percent (75%) of the lots and by Declarant, his assignee or successor. However, all such amendments or modifications must be consistent with the purposes of this Declaration and may not materially effect the rights of mortgagees, lienors, owner or Declarant. Nothing in this section shall be construed so as to permit amendment or modification of this Declaration effecting the essential nature or character of the subdivision.

b) During the five year period commencing with the date of recording this Declaration, Declarant at his sole discretion, shall have the right to amend or modify this Declaration for the purposes of



correcting scrivener's errors, clarifying ambiguities, complying with the requirements of governmental agencies or enhancing the quality of the subdivision. Such amendments or modifications by Declarant during the initial five-year period of this Declaration may be executed by the Declarant only and need not be approved by the Association, Owners, Lienors or Mortgagors.

- c) Any amendment must be recorded.

Section 23. **Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision of any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 24. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty (20) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the then owners of at least three quarters of the subdivision lots.

Section 25. **Start of Improvement.**

a) Declarant hereby makes it known that it desires to sell and market said lots in said subdivision only to parties who are prepared to build homes on their respective lots within three (3) years of purchase, in order that the residential community contemplated by Declarant and this Declaration be quickly established and developed, thereby enhancing property values of the lots and the community life of the residents and reducing the eyesore and blight resulting from unkept and undeveloped lots in absentee ownership. Declarant, therefore, imposes a \$1,000.00 a year penalty, commencing three years from the delivery of a deed and continuing on each anniversary date thereafter against any owner who has failed to commence actual, bona fide construction of a residence on his lot. Commencement of construction shall mean the actual pouring of the slab. Once commenced, the construction of a residence must be completed within one (1) year, and Declarant imposes an additional penalty of \$1,000.00 per year, commencing one year from the start of construction and continuing on each anniversary date thereafter until construction is complete, against any owner who has failed to complete construction by such times. Construction shall be deemed completed when Hernando County issues a certificate of occupancy for such residence. Said penalties shall be paid to the Association and be added to its operating funds.

b) Each owner of a lot by acceptance of his deed acknowledges that the foregoing provisions are acceptable to him and agrees that such penalties will be promptly paid by him to the Association when and as they become due pursuant to the provisions hereof.

c) Such penalties, together with interest, costs and reasonable attorney's fees, shall be a charge and continuing lien upon the defaulting owner's lot as in the case of maintenance assessments, and shall be fully due and payable within thirty (30) days after the end of the period for which the penalty is imposed and the payment of the same may be enforced by the Association as is provided herein for the enforcement of maintenance assessments.

d) Anything above to the contrary notwithstanding the provisions of this Article do not apply to the delivery by Declarant of deeds to the original Grantees from Declarant for the following described lots:

Lots 1 through 72, inclusive,

but the provisions of this Article do apply to the resale of said lots by the Grantees who purchase said lots from Declarant. The period within which actual construction must commence shall run from the delivery of deeds by Declarant's Grantees to third parties.

e) Reasonable extensions of time for commencement of construction may be granted by the Primrose Lane Owners Association in its sole discretion. Upon failure of an owner to comply with the commencement of construction requirement, Declarant or the Primrose Lane Owners Association, Inc., shall be entitled to repurchase the property of such owner at a price equal to the original purchase price paid by such owner. This right of repurchase shall be subordinate to the lien of any recorded construction mortgage

loan. This right of repurchase may be exercised within sixty (60) days of written notice to owner of his failure to comply with the commencement of construction.

Section 26. It is the responsibility of the Contractor to obtain and post all required permits and "Compliance Certificate" and pay the required fees, or any violation of the Owners Association Covenants, Conditions and Restrictions can result in the stoppage of work. Contractors and their tradesmen must observe the posted speed limits. All vehicles are to be parked with all wheels on blacktop roads, designated driveways, turn around area or in the cleared area surrounding the structure being built, but not in the greenbelt areas or on road shoulders. It is the owners responsibility to make sure that no damage is done by either owners or contractors to these areas during and after construction. In addition, work may start no earlier than 7:00 AM and must be completed by 6:00 PM, Monday through Saturday. Absolutely no outside work on Sundays. If an infraction occurs to any of the above stated areas, the cost of replacing trees and other ground cover and any and all repairs will be billed to the owner.

## **ARTICLE VIII**

### **SPECIAL POWER OF ASSOCIATION**

The Association shall have the power and authority:

a) To adopt reasonable rules and regulations consistent with this Declaration and the Articles of Incorporation and By-Laws of the Association, governing and regulating the use of the Common Area and to penalize violators of such rules and regulations as permitted by said documents.

b) In the event the owner of a lot shall fail to maintain the exterior of his residence or his yard, shrubs and lawn as required herein, to enter upon the lot of such owner and do such work and take such action as is required to bring such property into compliance with the provisions hereof and to make a charge against such owner for the reasonable costs of such work. Such charge, together with costs, interest at the rate of eighteen percent (18%) per annum, and reasonable attorney's fees, shall be a continuing lien against such lot and may be collected and enforced by this Association as in the case of a maintenance assessment. Such charge shall be due and payable thirty (30) days after such owner is given written notice thereof.

## **ARTICLE IX**

### **DECLARANT'S RIGHT TO APPROVE BUILDERS**

Section 1. In order to insure the quality of construction in said subdivision, Declarant has the absolute right to determine which builders or Contractors may build residences and other improvements in said subdivision, and no owner shall permit the construction of improvements on his property by a builder who has not been approved by Declarant. At the time plans and specifications for any improvements are submitted to the Architectural Committee under the terms hereof, the owner shall also submit the name and address of the proposed builder thereof.

Section 2. Declarant shall at all times maintain a list of at least three (3) active builders in the Hernando County area who are approved by Declarant to construct residences and improvements in said subdivision. Declarant reserves the right to remove a builder from the approved list and to designate a replacement.

Witness the execution hereby by Primrose Lane Owners Association, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

Witness

Ron Williams, President  
Primrose Lane Owners Association, Inc.

STATE OF FLORIDA  
COUNTY OF HERNANDO

I hereby acknowledge that Ron Williams, who is personally known to me and who did not take an oath, personally executed this document on the \_\_\_\_ day of \_\_\_\_\_, 1999.

Notary Public  
My Commission Expires: